

## Town of Tupper Lake Regular Town Board Meeting

June 13, 2019

Roll Call: Supervisor Patricia S. Littlefield  
 Councilman John Quinn  
 Councilman Michael Dechene  
 Councilwoman Mary Fontana

Absent – Councilwoman Tracy Luton

Recording Secretary: Laurie J Fuller – Town Clerk

Press: Dan McClelland – Tupper Lake Free Press  
 Aaron Cerbone – Adirondack Daily Enterprise

Also: William Dechene – Highway Superintendent

Guest: John Klimm – State Route 30 resident  
 Barbara Cross – State Route 30 resident  
 Madeline Tolliver – Mercy Living Center

Lee Kyler & Erin Griffin Wild Center	<u>High School Students</u> Aaron Price Charlotte Price Libby Gillis	Sophia Martin Emily Burns Ruby LaDue
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Via Phone- Grant Writer, Melissa McManus & son, Devon

Supervisor Littlefield called Regular Town Board Meeting to order at 6:00 p.m. with Libby Gillis leading us in the Pledge of Allegiance.

1. John Klimm  
State Rte. 30 sidewalk condition:

Mr. Klimm ask board members the statics on repairing deteriorated sidewalk along the State Highway across from Sunmount where he resides, after he approached the Town a few months ago. Town Supervisor, Patricia Littlefield stated they are still talking with Department of Transportation (DOT) about what we are obligated to do and what would be best way to handle.

2. Mr. Lee Kyler  
Climate Smart Communities:

Mr. Kyler and seven High School Students did a presentation on Climate Smart Community, asking board members to consider passing a resolution, listening in, via phone were Melissa McManua and her son Devon, also in attendance was Erin Griffin from the Wild Center who is also working on this project.

Board members agreed to pass resolution as presented:

#### Resolution #26 / 2019

WHEREAS, the Town of Tupper Lake (hereinafter “local government”) believes that climate change poses a real and increasing threat to our local and global environments and is primarily due to the burning of fossil fuels; and

WHEREAS, the effects of climate change will endanger our infrastructure, economy and livelihoods; harm our farms, orchards, and ecological communities, including native fish and

wildlife populations; spread invasive species and exotic diseases; reduce drinking water supplies and recreational opportunities; and pose health threats to our citizens; and

WHEREAS, we believe that our response to climate change provides us with an unprecedented opportunity to save money, and to build livable, energy-independent and secure communities, vibrant innovation economies, healthy and safe schools, and resilient infrastructures; and

WHEREAS, we believe the scale of greenhouse gas (GHG) emissions reductions required for climate stabilization will require sustained and substantial efforts; and

WHEREAS, we believe that even if emissions were dramatically reduced today, communities would still be required to adapt to the effects of climate change for decades to come,

IT IS HEREBY RESOLVED that Town of Tupper Lake, in order to reduce greenhouse gas emissions and adapt to a changing climate, *adopts the New York State Climate Smart Communities pledge, which comprises the following ten elements:*

- 1) **Build a climate-smart community.**
- 2) **Inventory emissions, set goals, and plan for climate action.**
- 3) **Decrease energy use.**
- 4) **Shift to clean, renewable energy.**
- 5) **Use climate-smart materials management.**
- 6) **Implement climate-smart land use.**
- 7) **Enhance community resilience to climate change.**
- 8) **Support a green innovation economy.**
- 9) **Inform and inspire the public.**
- 10) **Engage in an evolving process of climate action.**

Councilmember Quinn moved and Councilmember Dechene seconded

Carried 4/0 vote Littlefield, Quinn, Dechene, Fontana

\_\_\_\_\_  
Laurie J Fuller – Town Clerk

3. Establish Agenda
  1. Discuss Fire Wood Bid
4. Abstract #6 of Audited Vouchers & Budget Transfer:

Town of Tupper Lake  
Abstract #6 – June 13, 2019

Vouchers #2019-0333 – 2019-0411

<u>Fund</u>	<u>Prepaid/Debit</u>	<u>Unpaid</u>	<u>Total</u>
200.01 -200.36	\$15,708.81	\$59,326.07	\$75,034.88

Budget Transfers  
\$200.00

Motion to approve Abstract #6 of Audit Vouchers in the amount of \$75,034.88, and Budget Transfers in the amount of \$200.00 as presented was made by Councilman Dechene.

Seconded by Councilman Quinn

All Town Board Members voted AYE 4/0 Littlefield, Quinn, Dechene, Fontana

5. Approve Minutes:

Motion to approve minutes as written for meetings dated April 11<sup>th</sup>, May 9<sup>th</sup> & May 16<sup>th</sup> 2019 was made by Councilman Dechene

Seconded by Councilman Quinn

All Town Board Members voted Littlefield, Quinn, Dechene, Fontana

6. Town Departments  
Monthly Reports:

Code Officer

Monthly Report  
May 2019

7 Building Permits issued in May

No Demolition Permit issued

1 Complaint filed

Completed 29 field inspections

May 2019 miles logged 238

Please contact me with any questions or concerns.

Respectfully submitted:

Paul O'Leary  
Code Enforcement Officer  
Town of Tupper Lake

Youth Activity Director

Board Report Youth Activities  
6/11/2019

Angie Snye

**Campground:** We received our permit to operate from the Department of Health just in time for opening. Seasonal Campers moved into the campground Memorial Day weekend without issue. We had a few other sort-term reservations as well. John and Joanne Sparks have been working on the grounds and sprucing up the Beach House – it looks fantastic with a fresh coat of paint!

**Spring/Summer Sports:** We have a total of 116 boys and girls registered for the Tupper Lake & TYBSA baseball and softball program, with 7 teams between tee-ball, coach pitch, boys' minors, boy's minors, girl's minors and girl's minors. The players practice and play games 5 nights a week and some Saturdays, stop in to cheer on our Tupper Lake youth players! We can't thank the volunteer coaches and parents, grandparents and guardians for their support in making baseball a success! 5<sup>th</sup> & 6<sup>th</sup> grade volleyball wrapped up last week, thank you again to Coach Helms and the group of volunteers that make the program happen! We had a total of 30 kids sign up to play this season, with 13 student volunteers. Registration forms are available for summer youth soccer and swimming lessons at Little Wolf Beach. Those will both start the week of July 8 and wrap up August 16. We are continuing to support the Lake Placid Soccer Center's plan for a summer soccer clinic in July; they are working with TLCSD to secure facilities use. We will share details along with registration information when things have been finalized.

**Summer Employment:** We are fully staffed for Day Camp and Little Wolf Beach this summer. We are excited for the season to start!

**Little Wolf Beach:** We received our permit to open Little Wolf Beach and lifeguards will start setting up on June 29. We have ordered two new sections of dock that will be arriving soon. There are several more pieces to the playground this summer: a springing locomotive, balance beam, seesaw and a ½ moon monkey bar.

**Day Camp:** Our day camp calendar has been filling up and we have all of our field trips planned and we have some fun stuff to offer campers this summer. All of our counselors have been hired and everyone is looking forward to a great summer. Registration forms and calendars are available online and in the Town Hall lobby. We were awarded a grant from the Cloudsplitter Foundation to provide lunches to the campers on Beach Days once again this summer. We are incredibly grateful for their generosity. We have also applied to the Franklin County Youth Bureau for a grant to help with programming and transportation costs.

Dog Control Officer

Town of Tupper Lake  
Dog Control Report

For the Month of: May 2019

Date: 6-11-19

Complaints Received	4
Complaints Answered	4
Dogs Captured	0
Dogs return to owner	0
Impound Fees Collected	0
Dogs turned over to DCO	0
Dogs transported to Humane Society	0
Dogs Adopted	0
Dogs Euthonized	0
Dogs treated by Vet	1 / Owner picked up and paid bill
Dangerous Dog Complaints	0
Tickets issued	0

DCO Wayne LaPierre

Report prepared by Wayne LaPierre DCO

Highway Superintendent

Town of Tupper Lake Highway Department

Highway Superintendent  
William Dechene

Monthly report for May 7<sup>th</sup> – June 7<sup>th</sup> , 2019

- Weekly dump run for the Town Hall & Maddox Hall
- Cold patched pot holes as needed
- Finished sweeping all town roads
- Took sander, plow and wing off of Unit 60 and set up got summer use
- Took sander out of Unit 51

- Finished raking and cleaning up at the beach
- Weekly mowing at the Town Hall, Maddox Hall and the two overlook out at Moody
- Put two coats of stain on the docks and installed docks at the park
- Repaired walkway that had undermined at the park by the overlook
- Cleaned ditch on the north end of Racquette River Drive
- Attended highway school June 3, 4 and 5<sup>th</sup> in Ithaca

Fuel and gas records per other logs.

Motion to approve Town Departments Monthly reports as submitted was made by Councilman Quinn

Seconded by Councilwoman Fontana

All Town Board Members voted AYE 4/0 Littlefield, Quinn, Dechene, Fontana

#### 7. Committee Reports:

Councilwomen Fontana reported hearing good things about **Tupper Lake Country Club** and each year her office participates in community service project, dedicating a couple hours of their day, this year they went to the **Aaron Maddox Hall** and cleaned brick walkway.

Councilman Dechene reported all rain we are getting not much golfing at **Golf Course**, Golf Club Committee doing a lot of work on greens. New machine has been delivered.

Councilman Quinn publically thank Lida Kriwox for planting beautiful flowers under **Town Hall** sign.

Should look into changing the Towns Go-Daddy **email service**, suggest moving our email domain to Google, also look into getting monitor with screen for meetings.

Water fountain filling station has been delivered ready for hook up.

**Smart Growth grant** has been submitted again for trails, and winterizing pro shop

APA permit has been issued for trails crossing wet lands.

Had another Broadband meeting, Village Trustee Clint Hollingsworth was present.

Supervisor Littlefield reported there is two different parties that have requested hooking into **Sewer district**, one on Hosley and one on Glenwood Ave.

Supervisor Littlefield has set up a **public meeting** for July 10<sup>th</sup> 2019 at 6:00 p.m. at Middle/High School to hear a government efficiency expert from the Department of State explain all the facts about combining and **consolidating local governments**.

#### 8. Special Use Permit

For Tinman

Resolution #23/2019

#### **Resolution #23 – 2019**

**WHEREAS;** the Annual Tupper Lake Tinman Triathlon, sponsored by the Tupper Lake Chamber of Commerce is slated for Saturday, June 29th, 2019, and

**WHEREAS;** at a regular Town Board meeting held June 13th, 2019 the Town Board passed a resolution to approve special use permit, allowing the Tinman Triathlon to use designated roads for the bike and run course on June 29, 2019 event.

Date: June 13, 2019

Motion: Councilman Michael Dechene

Seconded: Councilwoman Mary Fontana

Absent: Councilwoman Tracy Luton

Action: Carried 4/0 vote Littlefield, Quinn, Dechene, Fontana

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Laurie J. Fuller – Town Clerk RMC

9. Mowing Contract with County  
Resolution #24/2019

MOWING CONTRACT WITH MUNICIPALITY

**Resolution 24/2019**

This contract made the 13th day of June 2019 by and between the Town of Tupper Lake hereinafter called the "Town" and Franklin County Highway Department, hereinafter called the "County".

ARTICLE 1 – SCOPE OF WORK

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

ARTICLE 2 – TIME OF COMPLETION

The work to be performed under this contract shall be the first mowing should be completed by July 1, 2019 with the second mowing to be completed by September 15, 2019.

ARTICLE 3 – THE CONTRACT SUM

The County shall pay the Town for performance of the Contract in current funds at the rate of \$100.00 per mile for each mowing with a total of \$200.00 per mile/per season, 2.23 miles equaling four hundred forty six dollars (\$446.00) upon completion of the work and submission of a properly certified invoice.

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

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

ARTICLE 4 – CONTRACT DOCUMENTS

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

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

**Date:** June 13, 2019

**Motion:** Councilwoman Mary Fontana

**Seconded:** Councilman John Quinn

**Absent:** Councilman Tracy Luton

**Action:** Carried 4/0 Littlefield, Quinn, Dechene, Fontana

Town of Tupper Lake




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Laurie J Fuller- Town Clerk RMC

10. Littlewolf Snack Bar  
Concession Agreement:

## Resolution # 25 /2019

**CONCESSION AGREEMENT**

THIS AGREEMENT made this 13th day of June, 2019, between the TOWN OF TUPPER LAKE, a municipal corporation of Franklin county, New York with offices at 120 Demars Boulevard, Tupper Lake, New York (hereinafter referred to as the "Town"), and John Sparks II of Tupper Lake, New York (hereinafter referred to as the "Concessionaire");

## WITNESSETH:

WHEREAS, the Town owns and operates the Little Wolf beach, Picnic area and campsite in the Town of Tupper Lake, which includes a snack bar; and,

WHEREAS, the Concessionaire has been employed by the Town to operate the Little Wolf beach, campsite and picnic areas, and as part of the consideration for Concessionaire's duties to maintain and control those areas, the Town will grant the Concessionaire the concession to operate the snack bar at the beach.

NOW THEREFORE, for valuable consideration and in consideration of the mutual promises conveyed herein, the parties hereby agree as follows:

1. The Town grants to the Concessionaire the sole and exclusive right and privilege to operate the Little Wolf snack bar for the period beginning with the date this agreement and terminating with close of the campsite and beach area in September of 2019.
2. The Concessionaire shall have the exclusive occupancy of the snack bar building at the Little Wolf beach for the term of this agreement and shall operate the snack bar during the hours of the snack bar beyond the beach area hours, if he so desires. The Concessionaire shall operate the snack bar on a basis substantially similar to previous years, and shall be solely responsible for the purchase of food and other items for sale, and shall be entitled to retain all of the proceeds of such sales.
3. The Town shall be responsible for all electricity and other utilities furnished to the campsite and snack bar, as well as all cleaning and other supplies necessary to operate and maintain the beach, campsite, snack bar, picnic area and restrooms as required hereunder.
4. The Town assures the Concessionaire that the cooking and refrigeration equipment in the snack bar will be in working order at the commencement of this agreement. The town will replace or repair equipment due to ordinary wear and tear, and Concessionaire will make all repairs to such equipment as a result of any damage caused by himself or his agents or representatives or otherwise.
5. The Concessionaire assumes all risk in the operation of the snack bar pursuant to this agreement and shall be solely responsible and answerable in damages for all accidents or injuries to person or property resulting therefrom.  
Concessionaire hereby covenants and agrees to indemnify and keep harmless

the Town and its officers and employees from and all claims, suits, losses, damage or injury to person or property of whatsoever kind and nature, whether direct or indirect, arising out of the operation of said snack bar pursuant to this agreement or the carelessness, negligence or improper conduct of the concessionaire or his servants, agents or employees.

- 6. The Concessionaire shall provide public liability insurance to protect the Concessionaire and the Town and their officers and employees from any claim for damages, which may arise from the operation of the concession by the Concessionaire.
- 7. The Concessionaire shall maintain the snack bar and all equipment therein in good repair and shall be surrendered by the Concessionaire to the Town at the expiration of this agreement in as good condition as when received, reasonable wear and tear and damage by the elements accepted.
- 8. The Concessionaire will not assign, transfer, sublet or otherwise dispose of this contract, to any other person, company or corporation without the prior written consent of the Town.
- 9. This agreement may only be modified, cancelled, renewed or
- 10. Extended by agreement in writing executed by the parties hereto and approved by the Attorney for the Town of Tupper Lake.
- 11. If Concessionaire shall fail to comply with the terms of this agreement, the Town may terminate this agreement upon ten (10) days with written notice, and upon such termination, the Town shall have the right to take possession of the snack bar and remove therefrom the property and effects of the Concessionaire.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement as of the day and year first above written.

TOWN OF TUPPER LAKE

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Witness

\_\_\_\_\_  
Patricia S. Littlefield, Supervisor

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Laurie J Fuller Town Clerk

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John Sparks II, Concessionaire

Date: June 13, 2019

Motion: Councilman Michael Dechene

Seconded: Councilman John Quinn

Absent: Councilwoman Tracy Luton

Action: Carried 4/0 vote Littlefield, Quinn, Dechene, Fontana

11. Approve Judge & Clerk

To attend schooling:

Motion for Town Judge and Court Clerk to attend schooling in Potsdam on July 15<sup>th</sup> – 17<sup>th</sup> 2019 was made by Councilman Dechene

Seconded by Councilwoman Fontana

All Town Board Members voted AYE 4/0 Littlefield, Quinn, Dechene, Fontana

12. Acknowledge letter

from Paul Beaudette:

The Town has received a letter on June 4<sup>th</sup> 2019 from Paul Beaudette, property owner at 69 Bushey Avenue, expressing his interest in purchasing a strip of Town owned property which runs from Bushey Ave to Sunset Ave.

13. Approve Highway Equipment

On Auction International:

Motion to approve putting Highway Equipment, 1997 Ford Snowplow w/sander, old Golf Cart from Beach and Troy Built Mower, also any equipment from TL Golf Club if needed on Auction International was made by Councilman Quinn.

Seconded by Councilwoman Fontana

All Town Board Members voted AYE 4/0 Littlefield, Quinn, Dechene, Fontana

14. Firewood Bid:

Bid for firewood was awarded last month to Amell and Richards, 35 cords each, legal notice states delivered by June 1<sup>st</sup>, wood from Richards was not delivered. Town Attorney, Kirk Gagnier has directed the Town to rescind Richards bid and rebid the 35 cords.

Motion to rescind Richards bid and re bid the 35 cords of firewood delivered to highway garage, with a bid opening date of July 3<sup>rd</sup> 2019 at 12:00 p.m. was made by Councilman Dechene

Seconded by Councilman Quinn

All Town Board Members voted AYE 4/0 Littlefield, Quinn, Dechene, Fontana

15. Executive Session:

Motion to enter into executive session at 7:30 p.m. to discuss litigation matter was made by Councilman Dechene.

Seconded by Councilman Quinn

All Town Board Members voted AYE 4/0 Littlefield, Quinn, Dechene, Fontana

Motion to enter out of executive session at 7:40 p.m. with no action taken was made by Councilman Dechene

Seconded by Councilman Quinn

All Town Board Members voted AYE 4/0 Littlefield, Quinn, Dechene, Fontana

16. Adjourn:

Motion to adjourn at 7:45 p.m. was made by Councilman Quinn

Seconded by Councilman Dechene

All Town Board Members voted AYE 4/0 Littlefield, Quinn, Dechene, Fontana

