

LONG LAKE TOWN BOARD ORGANIZATION MEETING

www.longlake.org

Town Board:

Supervisor Clark J. Seaman
Councilman Richard B. Dechene
Councilman Lew A. Plumley
Councilman Dean H. Pohl
Councilman Craig J. Seaman

Location: Long Lake Town Hall

Date: January 30, 2013

Time: 7:30 PM

2013 ORGANIZATION RESOLUTIONS

(see separate link)

TENTATIVE AGENDA

1. PRESENTATION BY CEEM ON ENERGY AUDIT

2. AGREEMENT WITH TRI-LAKES HUMANE SOCIETY, INC.

THIS AGREEMENT, made this ____ day of January, 2013, Pursuant to Sections 114 and 115 of the Agriculture and Markets Law of the State of New York,

BETWEEN TRI-LAKES HUMANE SOCIETY, INC., a not-for-profit corporation organized and existing under and by virtue of the laws of the State of New York, having its principal office for the conduct of business in the Village of Saranac Lake, County of Franklin, New York, hereinafter designated as the party of the first part, and THE TOWN OF LONG LAKE, a municipal corporation of the State of New York, situated in the County of Hamilton, New York, hereinafter designated as the party of the second part, WITNESSETH,

WHEREAS the party of the first part is an incorporated humane society, such as is defined in Sections 113 and 114 of the State of New York Agriculture and Markets Law as amended, and WHEREAS the Party of the first part is desirous of providing pound or shelter services as described in Sections 114 and 115 of the State of New York Agriculture and Markets Law as amended, and

WHEREAS the party of the first part is desirous of providing pound or shelter services as described in Sections 114 and 115 of the State of New York Agriculture and Markets Law as amended, and

WHEREAS the party of the second part wishes to engage the party of the first part to provide said services and the party of the first part wishes to render such services to the party of the second part,

NOW, THEREFORE, inconsideration of the promises and ONE DOLLAR (\$1.00) lawful currency of the United States of America, paid to the party of the first part, the receipt whereof is hereby acknowledged, and other good and valuable consideration,

IT IS AGREED AS FOLLOWS:

1. That the party of the first part shall provide shelter services to the party of the second part at its shelter on Lapan Highway in the Village of Saranac Lake, New York in accordance with the requirements of Sections 114 and 115 of New York Agriculture and Markets Law, as amended.
2. That the party of the second part shall pay to the party of the first part the following sum for shelter services: for 2013 the sum of \$300.00.
3. Said sum will be paid in one lump sum on the first business day of the New Year.
4. The term of this agreement shall be for one (1) year commencing on the first day of January 2013 and expiring on the 31st day of December 2013.
5. The Town of Long Lake agrees to the current adoption fees, as posted at the Tri-Lakes Humane Society.
6. Dog census is not included in the above sum.

3. WATER DISTRICT #2 UPDATE

4. WATER DISTRICT #1: CONSTITUTIONAL AMENDMENT RAQUETTE LAKE PROPERTY EXCHANGE

5. RESOLUTION REAFFIRMING SUPPORT OF FIREARMS OWNERSHIP UNDER THE 2ND AMENDMENT OF THE UNITED STATES CONSTITUTION

WHEREAS on February 8th 1984 the Town Board of the Town of Long Lake, Hamilton County, New York did affirm their support of the 2nd amendment by adopting a resolution titled "RESOLUTION CONFIRMING OBLIGATION OF DEFENSE AND PROTECTION OF STATE AND NATION AND RIGHT TO KEEP AND BEAR ARMS", and

WHEREAS recent tragedies such as the unspeakable school shooting in Newton Connecticut and the shooting of firemen in Webster New York have incited renewed calls for stricter gun control laws within New York and the nation, and

WHEREAS the Long Lake Fish and Game Club has presented the following denominated "ordinance" for consideration by the Town Board, to wit:

2nd Amendment Preservation Ordinance

AN Ordinance, which shall be known and may be cited as the "2nd Amendment Preservation Ordinance."

To prevent federal, State or local infringement on the right to keep and bear Firearms, Firearms accessories or ammunition ; nullifying all federal, state or local acts in violation of the 2nd Amendment to the Constitution of the United States.

THE PEOPLE OF the Town of Long Lake DO ENACT AS FOLLOWS:

SECTION 1

The Town Board of the Town of Long Lake within the state of New York finds that:

A. The 2nd Amendment to the Constitution of the United States reads as follows, “A well-regulated militia being necessary to the security of a free state, the right of the people to keep and bear arms shall not be infringed.”

B. All federal, state or local acts, laws, orders, rules or regulations regarding firearms, Firearms accessories or ammunition are a violation of the 2nd Amendment

SECTION 2

PROHIBITIONS ON FEDERAL, STATE OR LOCAL INFRINGEMENT OF THE RIGHT TO KEEP AND BEAR ARMS, FIREARMS ACCESSORIES OR AMMUNITION.

A. The Town Board of the Town of Long Lake within the state of New York declares that all federal, state or local acts, laws, orders, rules, regulations - past, present or future - as stated in Section 1, Part B above, shall be in violation of the 2nd Amendment to the Constitution of the United States and are not authorized by the Constitution of the United States and violate its true meaning and intent as given by the Founders and Ratifies, and are hereby declared to be invalid within the Town of Long Lake and all of its boundaries , shall not be recognized by this Town or within all of its boundaries within the state of New York, are specifically rejected by the Town of Long Lake and within all of its boundaries within the state of New York, and shall be considered null and void and of no effect in the Town of Long Lake within the state of New York.

B. It shall be the duty of the Town Board of the Town of Long Lake and within all of its boundaries within the State of New York to adopt and enact any and all measures as may be necessary to prevent the enforcement of any federal, state or local acts, laws, orders, rules, or regulations in violation of the 2nd Amendment to the Constitution of the United States.

SECTION 3

EFFECTIVE DATE

A. This act takes effect immediately upon approval by the Town Board of the Town of Long Lake, and

WHEREAS the Webster New York case clearly reflects a greater need for an overhaul of the state’s mental health system and parole/judicial system, along with greater “criminal control”, and

WHEREAS the fact that William Spengler, who was convicted of beating his grandmother to death with a hammer, was released back into the community only to kill innocent firemen responding to a call for help is unconscionable, and

WHEREAS the fact that William Spengler, a convicted felon, was in possession of firearms in violation of existing laws only reinforces this Board’s position that gun control is **NOT** the problem, and

WHEREAS the United States Declaration of Independence states "We hold these truths to be self-evident...all men are...endowed by their Creator with certain unalienable rights. That to secure these rights governments are created among men." and whereas this acknowledgment was the very foundation of the Constitution of the United States of America and may be reduced in principle to three articles, to wit, **the right of personal security (life); the right to personal Liberty; and, the right of private property,** and

WHEREAS the 2nd Amendment to the Constitution of the United States concludes that "the right of the people to keep and bear arms shall not be infringed", and past and recent onerous governmental regulation of firearms have greatly infringed upon the people's unalienable Creator-endowed rights and stated rights to keep and bear arms in defense of life, liberty, and right of private property, now therefore be it

RESOLVED the Town Board of the Town of Long Lake, Hamilton County, New York reaffirms our support of the 2nd Amendment to the Constitution of the United States, and be it further

RESOLVED the Town Board vehemently opposes any and all new legislation that further restricts the rights of law abiding gun owners, and be it further

RESOLVED the Town Board supports legislation that will ensure dangerous felons are incarcerated and not released only to take additional innocent lives, and be it further

RESOLVED the Town Board calls on our state and federal representatives to take appropriate action to ensure the safety of the citizenry from dangerous psychopaths regardless of whether they are using firearms, knives or *hammers* as weapons to take innocent lives, and be it further

RESOLVED the Town Board supports the rights of its citizens to arm themselves if necessary to protect themselves from such dangerous psychopaths and other criminals when our government fails to do so, and be it further

RESOLVED that copies of this resolution be forwarded to Sen. Farley, Sen. Little, Sen. Marchione, Assemblyman Butler, Assemblyman Stec, Governor Cuomo, Hamilton County Chairman of the Board of Supervisors Farber and AATV President Towers.

6. Raquette Lake Scrap Metal

7. Schiffman Property

8. Shared Services Contract with Hamilton County and other neighboring communities

Resolution to Enter Into Shared Services Agreement

WHEREAS the Town of Indian Lake has requested that the Town of Long Lake enter into a shared services contract, and

WHEREAS said contract is mutually beneficial, now therefore be it

RESOLVED the Town Board of the Town of Long Lake approves said agreement and hereby authorizes the Town Supervisor to execute same, and be it further

RESOLVED the Town Board further authorizes the Supervisor to execute the same agreement with Hamilton County and other neighboring communities.

1. For the purposes of this Contract (Shared Services Agreement), the following terms shall be defined as follows:

A. "Municipality" shall mean any City, County, Town or Village which has agreed to be bound by a contract for shared services or equipment similar in terms and effect with the contract set forth herein, and has filed a copy of said contract with the clerk of the undersigned Town.

B. "Contract" shall mean the text of this agreement which is similar in terms and effect with comparable agreements, notwithstanding that each such contract is signed only by the Chief Executive Officer of each participating Municipality filing the same, and upon such filing each filing municipality accepts the terms of the contract to the same degree and effect as if each Chief Executive had signed each individual contract.

C. "Shared Services" shall mean any service provided by one Municipality for another Municipality that is consistent with the purposes and intent of this contract and shall include but not be limited to:

I. The renting, exchanging or lending of highway machinery, tools and equipment, with or without operators.

II. The borrowing or lending of supplies between Municipalities on a temporary basis conditioned upon the replacement of such supplies or conditioned upon the obtaining of equal value through the provision of a service by the borrower or by the lending of equipment by the borrower, the value of which is equal to the borrowed supplies.

III. The providing of a specific service for another Municipality, conditioned on such other Municipality providing a similar service, or a service of equal value, in exchange.

IV. The maintenance of machinery or equipment by a Municipality for other Municipalities.

D. "Superintendent" shall mean, in the case of a city, the Head of the Department of Public Works; in the case of a County, the County Superintendent of Highways, or the person having the power and authority to perform the duties generally performed by County Superintendents of Highways; in the case of a Town, the Town Superintendent of Highways; in the case of a village, the Superintendent of Public Works.

2. The undersigned Municipality has caused this agreement to be executed and to bind itself to the terms of this Contract and it will consider this Contract to be applicable to any Municipality which has approved a similar Contract, to be filed such Contract, with the Clerk of the undersigned Municipality.

3. The undersigned Municipality by this agreement grants unto the Superintendent, the authority to enter into any Shared Service arrangements with any other Municipality or other Municipalities subject to the following terms and conditions;

A. The Town of Long Lake agrees to rent or exchange or borrow from any Municipality any and all materials, machinery and equipment, with operators, which it may need for the purposes of the Town of Long Lake. The determination as to whether such machinery, with operators, is needed by the Town of Long Lake shall be made by the Superintendent. The value of the materials or supplies borrowed from another Municipality under this agreement may be returned in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of equal value, to be determined by mutual agreement of the respective superintendents.

B. The Town of Long Lake agrees to rent, exchange or lend to any Municipality any and all materials, machinery and equipment, with operators, which such Municipality may need for its purposes. The determination as to whether such machinery or material is available for renting, exchanging or lending shall be made by the Superintendent. In the event the Superintendent determines that it will be in the best interests of the Town of Long Lake to lend to another Municipality, the Superintendent is hereby authorized to lend to another Municipality. The value of supplies or materials loaned to another Municipality may be returned to the Town of Long Lake, by the borrowing Municipality in the form of similar types and amounts of materials or supplies, or by the use of equipment or receipt of services of equal value, to be determined by the respective Superintendents.

C. The Town of Long Lake agrees to repair or maintain machinery or equipment for any Town/Village under terms that may be agreed upon by the Superintendent, upon such terms as may be determined by the Superintendent.

D. An operator of equipment rented or loaned to another Municipality, when operating such equipment for the borrowing Municipality, shall be subject to the direction and control of the Superintendent of the borrowing Municipality in relation to the manner in which the work is to be completed. However, the method by which the machine is to be operated shall be determined by the operator.

E. When receiving the services of an operator with a machine or equipment, the receiving Superintendent shall make no request of any operator which would be inconsistent with any labor agreement that exists for the benefit of the operator in the Municipality by which the operator is employed.

F. The lending Municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its own operator. In the event damages are caused as a result of directions given to perform work, then the lending Municipality shall be held harmless by the borrowing Municipality.

G. Each Municipality shall remain fully responsible for its own employees, including salary, benefits and workers compensation.

4. The renting, borrowing or leasing, repairing or maintaining of any particular piece of machinery or equipment, or the exchanging or borrowing of materials or supplies, or the providing of a specific service shall be evidenced by the signing of a memorandum by the

Superintendent. Such memorandum may be delivered to the other party via mail, personal delivery, facsimile machine, or any other method of transmission agreed upon. In the event there is no written acceptance of the memorandum, the receipt of the materials or supplies or the acceptance of a service shall be evidence of the acceptance of the offer to rent, exchange or lend.

5. In the event any Shared Services arrangement is made without a memorandum at the time of receipt of the Shared Service, the Superintendent receiving the shared Service shall within five (5) days thereof, send to the provider a memorandum identifying the type, time and date of the acceptance of the repair or maintenance Shared Service. In the event such shared Service related to or included any materials or supplies, such memorandum shall identify such materials or supplies and time and place of delivery.

6. In the event a Municipality wishes to rent machinery or equipment from another Municipality or in the event a Municipality wishes to determine the value of such renting for the purposes of exchanging Shared Services or a comparable value, it is agreed that the value of the shared Service shall be set forth in the memorandum.

7. All machinery and the operator, for purposes of workers compensation, liability and any other relationship with third parties, except as provided in paragraph "e" section three (3) of this agreement, shall be considered the machinery of and the employee of the Municipality owning the machinery and equipment.

8. In the event machinery or equipment, being operated by an employee or the owning Municipality is damaged or otherwise in need of repair while working for another Municipality, the Municipality owning the machinery or equipment shall be responsible to make or pay for such repairs. In the event machinery or equipment is operated by an employee of the borrowing, receiving or renting Municipality, such Municipality shall be responsible for such repairs.

9. Records shall be maintained by each Municipality setting forth all machinery rentals, exchanges, borrowing, repair or maintenance and other Shared Services with such Municipality.

10. In the event a dispute arises relating to any repair, maintenance or Shared Service, and in the event such dispute cannot be resolved between the parties, such dispute shall be subject to mediation.

11. Any party to this contract may revoke such contract by filing a notice of such revocation. Upon the revocation of such contract, any outstanding obligations shall be settled within thirty (30) days of such revocation unless the parties with whom an obligation is due agree in writing to extend such date of settlement.

12. Any action taken by the Superintendent pursuant to the provisions of this contract shall be consistent with the duties of such official and expenditures incurred shall not exceed the amounts set forth in the Town budget for highway purposes.

13. The record of all transactions that have taken place as a result of the Town of Long Lake participating in the services afforded by this contract shall be kept by the Superintendent and the statement thereof, in a manner satisfactory to the Town Board, shall be submitted to the Town Board semiannually on or before the first day of June and on or before the first day of December of each year following the filing of the contract, unless the Town Board requests the submission of records at different times and dates.

14. If any provision of this contract is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, then severed, and the remainder of the contract shall continue in full force and effect as if the contract had been signed with the invalid portion so modified or eliminated.

15. This contract shall be reviewed each year by the Town of Long Lake and shall expire five (5) years from the date of its signing by the Town. The Town of Long Lake's Town Board may extend or renew this contract at the termination thereof for another five (5) year period.

16. Copies of this contract shall be sent to the Clerk and the Superintendent of each Municipality with which the Superintendent anticipates engaging in Shared Services. No Shared Services shall be conducted by the Superintendent except with the Superintendent of a Municipality that had completed a Shared Services contract and has sent a copy thereof to the Clerk of his or her Municipality and the Superintendent.

9. Carpet Replacement at Medical Building