

## TOWN OF TUPPER LAKE TOWN BOARD MEETING

### Agenda

**Date:** December 11, 2014  
**Time:** 7:00 P.M.  
**Location:** Town Hall – Lower Level  
**Meeting:** Regular

1. Call Meeting to Order
2. Pledge of Allegiance
3. Establish the Agenda
4. Approve minutes for meeting dated November 5, 2014
5. Approve Abstract of Audited Vouchers in the amount of \$36,283.76
6. Approve Monthly reports from Code Officer, Youth Activity Director, Dog Control Officer and Highway Superintendent
7. Committee Reports
8. Old Business
  - 8.1) Employee Handbook
9. New Business
  - 9.1) Set Public Hearing date for Fire Protection Agreement
  - 9.2) Set date for End of Year Meeting
  - 9.3) Reappoint Garry Lanthier to Board of Assessment Review Board
  - 9.4) Approve Town Clerk and Deputy to attend one day schooling in Kingston, New York
  - 9.5) Review Bid for Gradall Excavator
  - 9.6) Authorize Supervisor to execute a copier lease agreement with Office Systems for new updated copier for office
  - 9.7) Approve salary changes for the office staff as per 2015 budget
  - 9.8) Approve Guardian Life Insurance Company of America as the carrier for dental insurance coverage for Town Employees
10. Public Comment ( 5 min.)
11. Executive Session (if needed)
12. Adjournment

# TOWN OF TUPPER LAKE ABSTRACT OF AUDITED VOUCHERS

DECEMBER 11, 2014  
TOWN BOARD MEETING

## TOWN CLERK'S ORIGINAL COPY & SUPERVISOR'S ORIGINAL COPY

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

### ABSTRACT #12

**VOUCHERS # 2014-0759 - 0817**

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

DATED:            12/11/2014

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

Town of Tupper Lake  
Abstract #12 - December 11, 2014

<u>Fund</u>		<u>Prepaid/Debit</u>	<u>Unpaid</u>	<u>Total</u>
General	200.01	\$ 10,632.53	\$ 12,187.52	\$ 22,820.05
Genearl (B)	200.02	\$ -	\$ -	\$ -
Highway	200.03	\$ -	\$ 9,008.25	\$ 9,008.25
Highway Outside	200.04	\$ -	\$ 1,173.47	\$ 1,173.47
Fire District	200.06	\$ -	\$ -	\$ -
Sewer #5	200.10	\$ -	\$ 141.95	\$ 141.95
Sewer #8-1	200.12	\$ -	\$ 5.87	\$ 5.87
Sewer #8-2	200.13	\$ 1,198.11	\$ 50.64	\$ 1,248.75
Sewer #17	200.15	\$ -	\$ 39.10	\$ 39.10
Sewer #17-1	200.16	\$ -	\$ 188.86	\$ 188.86
Sewer #17-2	200.17	\$ -	\$ 81.28	\$ 81.28
Sewer #23	200.19	\$ -	\$ -	\$ -
Water #3	200.21	\$ -	\$ 1,020.18	
Water #7	200.24	\$ -	\$ -	\$ -
Water #8-2	200.26	\$ -	\$ -	\$ -
Moody Lighting	200.31	\$ -	\$ 523.38	
Water #15	200.36	\$ -	\$ 32.62	\$ 32.62
				\$ -
<b>Total For Abstract</b>		<b>\$ 11,830.64</b>	<b>\$ 24,453.12</b>	<b>\$ 36,283.76</b>



# Town of Tupper Lake Code Enforcement

## Monthly Report November 2014

8 Building Permits issued in November

0 Demolition Permits

1 Complaint filed

Completed 13 field inspections

November 2014 miles logged 98

Please contact me with any questions or concerns.

Respectfully submitted:

Paul O'Leary  
Code Enforcement Officer  
Town of Tupper Lake

## **Recreation Report for 12-09-14**

### **BEACH SOFTWARE**

New software has arrived and I have been getting familiar with it. Our tech guy will be coming in next week to setup a new designated "beach" computer so the new software can be installed.

### **UPCOMING EVENTS**

Lumberjack Scramble – This event is NYSSRA sanctioned. It will take place on February 28, 2015.

#### **Snow, Sled and Ski Relay**

I spoke with organizers of the Fire and Ice about including some sort of town sponsored event. This would be a good fit.

And for your information and the for the media's attention here are some nighttime events taking place at the golf course.

Jan 3rd, Full Moon Ski : TL XC Trails Event  
Jan 17th, Skiing with the Stars : APO Event  
Jan 31st, Full Moon Ski : TL XC Trails Event  
Feb 21st, Skiing with the Stars: APO Event  
March 7th, Full Moon Ski : TL XC Trails Event

Also March 7th is the Brewski which I've confirmed with the Chamber is a go again for this year.

### **BROCHURE**

I've been making slight adjustments to the xc brochure. Once I get an updated map I would like to get another 1,000 printed. I believe it was about \$450 last time. Do I have the board's permission to do this?

Town of Tupper Lake  
Dog Control Report

For the Month of: Oct

Date: 11-5-14

Complaints Received 0  
Complaints Answered 0  
Dogs Captured 0  
Dogs return to owner 0  
Dogs turned over to DCO 0  
Dogs transported to Humane Society 0  
Dogs Adopted 0  
Dogs Euthonized 0  
Dogs treated by Vet 0  
Dangerous Dog Complaints 0  
Tickets issued 0

Mileage 0 DCO Shahnoor R. Shahnoor

Report prepared by Shahnoor R. Shahnoor DCO

Town of Tupper Lake  
Dog Control Report

For the Month of: NOV.

Date: 11-30-14

Complaints Received 1

Complaints Answered 1

Dogs Captured 1

Dogs return to owner 1

Dogs turned over to DCO 1

Dogs transported to Humane Society 0

Dogs Adopted 0

Dogs Euthonized 0

Dogs treated by Vet 0

Dangerous Dog Complaints 0

Tickets issued 0

Mileage 17 DCO Shaheen R Shaheen

Report prepared by Shaheen R Shaheen DCO



STATE OF NEW YORK  
DEPARTMENT OF AGRICULTURE & MARKETS  
10B AIRLINE DRIVE  
ALBANY, NEW YORK 12235  
<http://www.agmkt.state.ny.us>

November 14, 2014

Laurie Fuller  
Town Clerk - Town of Tupper Lake  
120 Demars Blvd  
Tupper Lake, NY 12986

Enclosed is the **Municipal Shelter Inspection Report** completed on **11/12/2014**. This inspection relates to Agriculture and Markets Laws and Regulations which may be viewed on the website above.

As the report indicates, dog shelter services were rated "Satisfactory". Please make note of any comments listed on the report.

Municipal dog shelters are subject to inspection by this agency on a regular basis.

Please notify this office within 30 days of any changes in municipal shelter services.

If you have any questions regarding this inspection, please call me.

Janet Collier  
Animal Health Inspector  
(518) 944-4355



**MUNICIPAL SHELTER INSPECTION REPORT - DL-90**

Rating: **Satisfactory365**

Purpose: **Inspection**

DATE/TOA: **11/12/14 3:45 pm**

**TUPPER LAKE MUNICIPAL POUND  
131 BIG WOLF ROAD  
TUPPER LAKE NY 12986**

Inspector: **Janet Collier**

Inspector #: **65**

These are the findings of an inspection of your facility on the date(s) indicated above:

- 1. Shelter is structurally sound Yes
- 2. Housing area and equipment is sanitized regularly Yes
- 3. Repairs are done when necessary Yes
- 4. Dogs are handled safely Yes
- 5. Adequate space is available for all dogs Yes
- 6. Light is sufficient for observation Yes
- 7. Ventilation is adequate Yes
- 8. Drainage is adequate Yes
- 9. Temperature extremes are avoided Yes
- 10. Clean food and water is available and in ample amount Yes
- 11. Veterinary care is provided when necessary Yes
- 12. Dogs are euthanized humanely, by authorized personnel Yes
- 13. Complete intake and disposition records are maintained for all seized dogs Yes
- 14. Dogs transferred for purposes of adoption in compliance with Article 7 Yes
- 15. Redemption period is observed before adoption, euthanasia or transfer Yes
- 16. Owners of identified dogs are properly notified Yes
- 17. Redeemed dogs are licensed before release Yes
- Handled through town clerks*
- 18. Proper impoundment fees paid before dogs are released Yes
- Collected by town clerks*
- 19. Written contract or lease with municipality Yes

Town - City - Village Information for Inspection:

TCV CODE	TCV NAME
4025	Town of Piercefield
1601	Town of Tupper Lake

REMARKS:

REPRESENTATIVE PRESENT FOR INSPECTION: **Ryan Shaheen**  
TITLE: **Shelter Manager**

REVIEWED BY: **Annette Holowka**  
REVIEWED DATE: **11/13/2014**



STATE OF NEW YORK  
DEPARTMENT OF AGRICULTURE & MARKETS  
10B AIRLINE DRIVE  
ALBANY, NEW YORK 12235  
<http://www.agmkt.state.ny.us>

November 14, 2014

Laurie Fuller  
Town Clerk - Town of Tupper Lake  
120 Demars Blvd  
Tupper Lake, NY 12986

Enclosed is the **Dog Control Officer Inspection Report** completed on **11/12/2014**. This inspection relates to Agriculture and Markets Laws and Regulations which may be viewed on the website above.

As the report indicates, DCO services were rated "Satisfactory". Please make note of any comments listed on the report.

Dog control officer services are subject to inspection by this agency on a regular basis.

Please notify this office within 30 days of any changes in DCO services.

If you have any questions regarding this inspection, please call me.

Janet Collier  
Animal Health Inspector  
(518) 944-4355



**DOG CONTROL OFFICER INSPECTION REPORT - DL-89**

Rating: **Satisfactory365**

Purpose: **Inspection**

DATE/TOA: **11/12/14 3:45 pm**

**SHAHEEN RYAN SHAHEEN  
6 WEBB ROAD  
TUPPER LAKE NY 12946**

Inspector: **Janet Collier**

Inspector #: **65**

These are the findings of an inspection of your facility on the date(s) indicated above:

- |   |                |
|---|----------------|
| <b>1. Equipment is available for proper capture and holding</b>                       | Yes            |
| <b>2. Dogs are held and transported safely</b>  | Yes            |
| <b>3. Equipment maintained in clean and sanitary condition</b>                        | Yes            |
| <b>4. Veterinary care is provided when necessary</b>                                  | Yes            |
| <b>5. Dogs are euthanized humanely</b>  | Yes            |
| <b>6. Complete seizure and disposition records are maintained for all seized dogs</b> | Yes            |
| <b>7. Dogs transferred for purposes of adoption in compliance with Article 7</b>      | Yes            |
| <b>8. Redemption period is observed before adoption, euthanasia or transfer</b>       | Yes            |
| <b>9. Owners of identified dogs are properly notified</b>                             | Yes            |
| <b>10. Redeemed dogs are licensed before release</b>                                  | Not Applicable |
| <i>Handled by town clerks</i>   |                |
| <b>11. Proper impoundment fees paid before dogs are released</b>                      | Not Applicable |
| <i>Collected by town clerks</i>   |                |

Town - City - Village Information for Inspection:

<b>TCV CODE</b>	<b>TCV NAME</b>
1601	Town of Tupper Lake

Additional Information for Inspection:

**Number of Dogs Seized:**

Number of dogs seized since previous inspection: 8

REMARKS:

REPRESENTATIVE PRESENT FOR INSPECTION: **Ryan Shaheen**  
TITLE: **DCO**

REVIEWED BY: **Annette Holowka**  
REVIEWED DATE: **11/13/2014**

TOWN OF TUPPER LAKE HIGHWAY DEPARTMENT  
PINE STREET  
TUPPER LAKE, NY 12983  
William E Dechene, Highway Superintendent  
Garage (518) 359-9241  
Cell (518) 524-7086  
Home (518) 359-3779

HIGHWAY REPORT: November 4 – December 5, 2014

- Installed a catch basin and 70' of 6" drain pipe behind the pro-shop at the Tupper Lake Country Club to help drain the back of the building.
- Installed the sander, plow and wing on Unit 60.
- Hauled five tandem loads of #2 stone from Saranac Lake Quarries to the highway garage to have on hand to fix mud spots on gravel roads throughout the winter and spring.
- Finished piling and mixing winter sand at the highway garage.
- Worked on the new cross country ski trail pulling stumps and leveling the trail with the Village Water Dept's excavator and the town's bulldozer.
- Hauled bank-run sand from the town sandpit to the highway garage to stockpile there for future use.
- Filled in culvert crossings on Big Tupper Road with stone dust.
- Ryan worked with the water dept for 3.5 days flushing out the sewer line on District 23.
- Cut and chipped brush on Pitchfork Pond Road where the snowmobile trail is groomed during the winter.
- Weekly dump runs for the Maddox Hall and the town hall.
- Cleaned out the drainage ditch behind the town hall.
- Checked and cleaned out culverts on all town roads that were plugged with leaves and brush.
- Brought the cross country ski-doo to Robert's Sport Center in Malone for service and repairs.
- Brought Unit 54 to Viking in Harrisville to have the hydraulics repaired, the wing would not work properly.
- Plowed and sanded roads as needed per weather condition.
- Plowed and sanded the Maddox Hall, town hall and the Country Club parking lots as needed.
- Ryan worked with the water dept at the Maddox Hall. The sewer lift pump was plugged with rocks, it would not pump the sewer out of the holding tank.
  - \*The holding tank is metal and very deteriorated, it will need to be replaced this spring.
- Cleaned up the scrap metal around the highway garage and brought it to Casella Waste Service in Potsdam; 4.22 tons, they will be mailing a check for \$590.80.

Fuel and gas logs for November per other records.

**FIRE PROTECTION AGREEMENT**

*TOWN OF TUPPER LAKE FIRE PROTECTION DISTRICT*

(January 1, 2015 – December 31, 2015)

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between the **TOWN OF TUPPER LAKE**, with principal offices located at 120 Demars Boulevard, Town of Tupper Lake, County of Franklin, State of New York (hereinafter “Town”), and the **VILLAGE OF TUPPER LAKE**, with principal offices located at 53 Park Street in the Village of Tupper Lake, County of Franklin, State of New York (hereinafter “Village”).

**WITNESSETH;**

**WHEREAS**, there has been established in the Town, a fire protection district known as “TOWN OF TUPPER LAKE FIRE PROTECTION DISTRICT” (hereinafter “District”), embracing territory in the Town outside the Village, as such territory is more fully described in the resolution establishing the District and duly adopted by the Town Board of the Town on March 7, 1951; and

**WHEREAS**, following a public hearing on \_\_\_\_\_ duly called, the said Town Board authorized a contract with the Village for fire protection to the District upon the terms and provisions set forth herein; and

**WHEREAS**, this contract has also been duly authorized by a resolution of the Board of Trustees of the Village dated \_\_\_\_\_.

**NOW, THEREFORE**, the Town does engage the Village to furnish fire protection to the District and the Village agrees to furnish such protection pursuant to the following terms:

1. The fire department of the Village shall, at all times during the period of this agreement, be subject to call for attendance upon any fire occurring within the District, and when notified by alarm or telephone call from any person within the District of a fire within the

District, such department shall respond and attend upon the fire without unreasonable delay with one or more companies and with suitable ladder, pumping and hose apparatus of the Village. Upon arriving at the scene of the fire, the Village fireman attending shall proceed diligently and in every way reasonably suggested to the extinguishment of the fire, and the saving of life and property in connection therewith. The Village shall provide hydrants in such suitable locations so as to service all the property within the District, providing, however, that the Village will be required to furnish hydrants only in locations in the District where the Village now maintains transmission lines for its municipal water supply.

2. In consideration of the furnishing of aid and the use of its apparatus as aforesaid, the Town covenants and agrees on behalf of the District to pay to the Village a definite sum in the amount of ONE HUNDRED THIRTY-NINE THOUSAND SIX HUNDRED FORTY-ONE AND 22/100 DOLLARS (\$139,641.22), which sum is equal to allocating and equalization of expenses pursuant to the most recent relative assessed valuation of each parcel located in the Town and Village.
3. Payment Due Dates. Payment shall be made on or before the 1<sup>st</sup> day of February, 2015.
4. All money to be paid under this agreement shall be a charge upon the District to be assessed and levied upon the taxable property in the District and collected with the Town taxes.
5. Members of the Village fire department, while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities as if performing the same in the Village of Tupper Lake.
6. The Village agrees to maintain general liability and motor vehicle liability insurance with at least \$1,000,000.00 coverage, and adequate workers' compensation insurance coverage in full force during the term of this agreement, which insurance shall mutually protect the parties hereto against any liability occasioned by accident or other occurrence arising out of or in connection with activities and operations under this agreement.
7. A Joint Fire Protection Committee (JFPC) has been established for the purpose of reviewing the proposed annual budget and developing and advising the Village and Town(s) on long term plans to ensure that the Village Fire Department is properly

funded, housed, equipped and trained. To accomplish these goals, the JFPC shall review the budget and make recommendations to the Village and Town Boards which may, among other things, include suggestions concerning the budget as well as contracting for services with other Fire Protection Districts.

(A) The JFPC shall be comprised of the following members:

- 1 fire department member;
- 2 Village Board members; and
- 2 Town of Tupper Lake Board members.

(B) The Village and Town may each assign one resident from their respective municipality to serve instead of one Board member. Each municipality shall have the sole right to make such a decision on their own behalf. No more than one member from the municipal board shall be permitted to be replaced by a resident.

(C) The JFPC shall be permitted to convene at any time during the term of this agreement.

(D) The Village shall present the JFPC with a proposed budget for the Village of Tupper Lake Fire Department no later than October 15, 2014.

8. This term of this agreement shall be from the 1<sup>st</sup> day of January, 2015 through the 31<sup>st</sup> day of December, 2015, and it shall be enforced according to the terms and conditions as set forth herein. The term of this agreement shall not extend beyond December 31, 2015, except that if, as of December 31, 2015 the Village and Town have not been able to agree to the terms of a new fire agreement, the terms of this agreement shall be automatically extended for NINETY (90) days so long as the parties are in the process of a negotiating a new agreement. However, during said NINETY (90) day period, either party may terminate said extension upon a THIRTY (30) day written notice, sent to the other party by registered mail. If a new fire agreement is not agreed upon and the fire services are terminated, the Town shall pay the pro-rated 2016 year fee based on the length of time fire services were provided. If a new fire agreement has been agreed for 2016, then those new rates shall apply to and cover the NINETY (90) day extension period.

**IN WITNESS WHEREOF**, the parties have duly executed and delivered this agreement as of the day and year above-referenced.

Attest:

**VILLAGE OF TUPPER LAKE**

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
BY: Paul A. Maroun  
ITS: Mayor

**VILLAGE OF TUPPER LAKE  
FIRE DEPARTMENT**

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

Attest:

**TOWN OF TUPPER LAKE**

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

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

[BALANCE OF THIS PAGE IS INTENTIONALLY BLANK]

STATE OF NEW YORK  
Office of Real Property Tax Services - Educational Services  
October 24, 2014

SWIS Code

162000

BOARD OF ASSESSMENT REVIEW MEMBER LISTING

Clerk's Name: \_\_\_\_\_ Daytime Phone ( ) \_\_\_\_\_

Town of Tupper Lake / Franklin County

Please use the area on the right to update/correct or add any information pertinent to the current BAR members listed.

Current term ended: 09/30/2014 Reappointed?  YES  NO Term: 10/01/2014 - 09/30/19

\*

Initial Date: 04/26/1999	Mr Garry Lanthier	Name:
Term Begins: 10/01/2009	1601 State Rte 30	Address:
Term Ends: 09/30/2014		
Last Training: 05/05/2010	Tupper Lake, NY 12986	Town/Zip:
<b>(Training Required)</b>	Day Phone:	Day Phone: Appointment Date:

Initial Date: 03/01/1992	Mr. George Hariman	Name:
Term Begins: 10/01/2010	10 Logan Lane	Address:
Term Ends: 09/30/2015		
Last Training: 05/17/2011	Tupper Lake, NY 12986	Town/Zip:
	Day Phone: (518) 359-8256	Day Phone: Appointment Date:

Initial Date: 04/18/2005	Mr John Gillis	Name:
Term Begins: 10/01/2011	7 Country Club Road	Address:
Term Ends: 09/30/2016		
Last Training: 05/08/2012	Tupper Lake, NY 12986	Town/Zip:
	Day Phone:	Day Phone: Appointment Date:

Initial Date: 05/01/2012	Mr. Dan Bower	Name:
Term Begins: 10/01/2012	75 Broad Street	Address:
Term Ends: 09/30/2017		
Last Training: 05/09/2012	Tupper Lake, NY 12986	Town/Zip:
	Day Phone:	Day Phone: Appointment Date:

Initial Date: 03/01/1992	Mr. Friedrich Schuller	Name:
Term Begins: 10/01/2013	1563 State Rte 30	Address:
Term Ends: 09/30/2018		
Last Training: 05/07/2014	Tupper Lake, NY 12986	Town/Zip:
	Day Phone: (518) 359-7476	Day Phone: Appointment Date:

9.5

**NOTICE TO BIDDERS**

Notice is hereby given, pursuant to section 103 of the General Municipal Law that the Town of Tupper Lake is seeking bids for a used Tandem-Axle Wheeled Excavator with telescoping boom. No older than 2004, specs are available in the Town Clerk's office. Bids can be dropped off or mailed to the office of the Town Clerk, 120 Demars Blvd., Tupper Lake, New York 12986 on or before 1:00 p.m. Tuesday, December 9, 2014. All bids must be accompanied by a non-collusive certificate. The Town of Tupper Lake reserves the right to reject or to waive any informalities in any and all bids if in the interest of the  
Town of Tupper Lake.

Town of Tupper Lake

William Dechene  
Highway Superintendent



# YACANO'S GRADALL SALES

5114 State Hwy 12

P.O. Box 1049

Norwich, N.Y. 13815

December 9, 2014

Town of Tupper Lake  
Attn: Town Clerk  
120 Demars Blvd  
Tupper Lake, N.Y. 12986

Dear Sirs/Madam:

We hereby propose to furnish and deliver one of the following apparatus with equipment as called from herein, all of which are in accordance with the purchaser's specifications and to deliver same in 7 working days after execution the said contract and payment by certified check and subject to all causes beyond our control:

One Used 2004 Gradall XL4100 Series II – Serial Number 0210017489  
With one (1) 64" Ditch Bucket ,One (1)36" Excavating Bucket, One (1) Grapple attachment.

Unit Has 6200 Hours Combined Upper and Lower Unit Hours  
Equipment as per attached specifications All systems operational with the exception of Upper cab A/C .However unit is thermostatically controlled  
And could not be deemed operational.

Total Price: One Hundred and Forty Thousand Dollars 00/ (\$140,000.00)

Subject to prior sale

Thank you for the opportunity to submit this bid.

Sincerely,

Angelo Yacano

NON-COLLUSIVE BIDDING CERTIFICATION  
Chapter 675, Laws of 1966

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

Dated this 9th day of December 2014 for Yacano's Gradall Sales

  
Angelo Yacano  
Member



**Plattsburgh Office:**

20 Trade Road, Plattsburgh New York 12901  
Telephone 518.561.0668 Facsimile 518.561.0944

Visit us on the web:

[www.OfficeSystems.biz](http://www.OfficeSystems.biz)  
e-mail: [info@OfficeSystems.biz](mailto:info@OfficeSystems.biz)

9.6

December 4, 2014

Ms. Patricia Littlefield, Supervisor  
Town of Tupper Lake  
120 Demars Blvd.  
Tupper Lake, New York 12986

Dear Patty,

Thank you for your recommendation to the Tupper Lake Town Board for the acquisition of the bizhub C224e. It's a proven system and, like the bizhub C203 currently in service will provide the Town Offices with years of dependable service.

Attached, please find:

- 1) Lease Document- Please initial the end of term lease option and Customer Acceptance where highlighted in yellow.
- 2) State & Local Government Addendum- Please provide your signature at the bottom of page two where indicated.
- 3) Request for Proof of Insurance- please sign and forward to your insurance carrier and ask them to provide US Bank with property insurance certificate as per instructions in order to avoid a property damage surcharge from being levied by the leasing company with your monthly lease payment.
- 4) We will also need a updated copy of your tax exempt certificate for US Bank and for Office Systems.

Please note that the lease payment quoted is based on your payment of the December lease payment- due December 14<sup>th</sup>.

Once you are ready to move forward, please fax or email a copy of the executed documents to me and we will process your order.

We appreciate your business and look forward to continually serving the Tupper Lake Town Offices.

Yours in Service,

A handwritten signature in black ink that reads 'Henry H. Davison'.

Henry H. Davison  
OFFICE SYSTEMS  
Solutions that work



Lease Agreement

APPLICATION NO.

1920186

AGREEMENT NO.

EQUIPMENT FINANCE

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, and EQUIPMENT LOCATION.

SUPPLIER INFORMATION

Form with fields for NAME OF SUPPLIER, STREET ADDRESS, CITY, STATE, ZIP, PHONE, and FAX.

EQUIPMENT DESCRIPTION

Form with fields for MAKE/MODEL/ACCESSORIES and SERIAL NO., listing equipment items like Konica Minolta bizhub C224e, etc.

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.
See the attached Schedule A

TERM AND PAYMENT SCHEDULE

Form with fields for Term in Months (63), Payments\* of \$ (113.33), and \*plus applicable taxes.

END OF LEASE OPTIONS

You may choose one of the following options within the area you check and initial at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing.
Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.
Purchase the Equipment for \$1.00, or 2) Return the Equipment per paragraph 3.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Form for Lessor Acceptance with fields for U.S. Bank Equipment Finance, LESSOR, SIGNATURE, TITLE, and DATED.

CUSTOMER ACCEPTANCE

Form for Customer Acceptance with fields for Tupper Lake, Town of, CUSTOMER, SIGNATURE, TITLE, DATED, and FEDERAL TAX I.D. #.

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects.

Form for Acceptance of Delivery with fields for Tupper Lake, Town of, CUSTOMER, SIGNATURE, TITLE, and DATE OF DELIVERY.





STATE AND LOCAL  
GOVERNMENT ADDENDUM

EQUIPMENT FINANCE

AGREEMENT #  
app#1920186

Addendum to Agreement # 1920186, dated December 15, 2014, between Town of Tupper Lake, as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association, as Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

**REPRESENTATIONS AND WARRANTIES OF CUSTOMER:** You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

**NON-APPROPRIATION OR RENEWAL:** If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

**TITLE TO THE EQUIPMENT:** If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."