Village of Tupper Lake
Board of Trustees
Agenda

Date: Wednesday, March 22, 2017
Start: 6:00 pm
Location: Board Room
Meeting: Regular Monthly

1. Call Regular Monthly Meeting to order at 6:00 pm and establish the agenda.
2. Pledge of allegiance and moment of silence for the safe return of Colin Gillis.
3. Public Comment Period.
4. Review Tupper Lake 2016 EOY Report from ROOST, Michelle Clement will be present at next months meeting to give a personal update.
5. Special thanks from Clinton County Planning Department for our grant assistance to them over the past year.
6. Approve Home Rule Request for a Senate Bill S.752 and Assembly Bill A.5806 authorizing the employment of retired members of the division of state police as part-time police officers in certain villages in the county of Franklin.
7. Appointments to Joint Planning Board vacancies.
8. Approve the Board Minutes from February 15, 2017.

Department Reports

Code Enforcement:

1. Approve the February 2017 Monthly Code Report.
2. Approve the Annual 2016 Code Report.
3. Approve proceeding with Unsafe and Dangerous Local Law proceedings for 10 Front Street and order a Public Hearing for March 29th, 2017 at 5:45 pm to hear the property owner's input on our order for demolition of the property.
4. Discuss results of the special meeting held with the "Park Users" on March 16, 2017 at 6:pm and how we want to proceed.

Police:

1. Approve the February 2017 Monthly Police Report.
2. Update on traffic speed control devices.

Fire:

1. Approve the February 2017 Monthly Fire Report.

DPW:

1. Formally authorize a 4-year Shared Services Agreement with NYS DOT.

Water/Wastewater:

1. Authorize the licensed Water/Wastewater Treatment System Operators to attend the NNYWWC in Potsdam, April 6, 2017.
2. Authorize Mayor Maroun to execute a Technical Services Agreement for Water System Capital Improvement Project (Water District No. 3) with Development Authority of the North Country (DANC) as presented.
3. Authorize Mayor Maroun to execute a Legal Services Agreement with Peace and Gustafson LLP for Bond Counsel and Local Counsel relating to Water District No. 3 as proposed.

4. Authorize Mayor Maroun to execute a Professional Engineering Services Agreement with C2AE for Water District No. 3 as proposed.
5. Discuss request from Mr. Paul Mitchell for future services to his property on Kildare Road.

Electric:

1. Update that Electric Superintendent Marc Staves will be serving on an Engineering sub-committee of the MEUA the coming year.
2. Authorization to appoint Electric Superintendent Marc Staves as our voting delegate at the April 12 & 13, 2017 Semi-Annual MEUA meeting in East Syracuse.
3. Misc. Updates.

Treasurer:

1. Review the monthly cash position for February 28, 2017.
2. Establish a special meeting for March 29, 2017 at 6:00 pm to present the Fiscal Year 2017-18 Tentative Budget.

Executive: No Executive Session.

Village of Tupper Lake, 53 Park Street, P.O. Box 1290, Tupper Lake, NY 12986

Application for use of Community Facilities

Today's Date: 3/6/17 Date(s) requested: 3/12/17

Facility Requested: Community Room - Emergency Services Building

Information about your group

Name of Organization or individual: Tupper Lake PeeWee Hockey Team

Time: 4 to 5:30 Your Supervisor in charge: Tracey Amell

Mailing Address: P.O. Box 632 Tupper Lake, NY

Telephone: (day) 359-5169 (night) Same

Information about your intended use of Municipal Facilities

Purpose of use: end of year Banquet

Total participants expected: 50 Adults: 30 Children: 20

Is material or equipment required from Municipality? ☒ Yes ☐ No

If needed, state what types and for what purpose: tables and chairs

Residents (number): 50 Non-residents (number): _____

Is an admission fee charged? ☐ Yes ☒ No

If so, what will proceeds be used for? _____

Agreement

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the municipality for the use and care of the facilities. He/she, on behalf of the Village of Tupper Lake does hereby covenant and agree to defend, indemnify and hold harmless the Village of Tupper Lake from and against any and all liability, loss, damages, claims, or actions (including costs and attorney's fees) for bodily injury and/or property damage, to the extend permissible by law, arising out of or in connection with the actual or proposed use of the Village of Tupper Lake's property, facilities and or services by our Organization.

Tracey R. Amell
Signature of Organization's Authorized Representative

34 Park St. Tupper Lake NY
Address

Telephone Number: 359-5169

Please read attached requirements and return application to: Attention Village Clerk, Village of Tupper Lake, 53 Park Street, P.O. Box 1290, Tupper Lake, NY 12986

Village of Tupper Lake, 53 Park Street, P.O. Box 1290, Tupper Lake, NY 12986

Application for use of Community Facilities

Today's Date: 3/10/17 Date(s) requested: 3-19-17

Facility Requested: Community Rm @ Firehouse

Information about your group

Name of Organization or individual: Royce Cole

Time: 11 am to 1pm Your Supervisor in charge: _____

Mailing Address: _____

Telephone: (day) 518-651-5156 (night) _____

Information about your intended use of Municipal Facilities

Purpose of use: Sons Birthday

Total participants expected: 20 Adults: 10 Children: 10

Is material or equipment required from Municipality? ☐ Yes ☒ No

If needed, state what types and for what purpose: _____

Residents (number): _____ Non-residents (number): _____

Is an admission fee charged? ☐ Yes ☐ No

If so, what will proceeds be used for? _____

Agreement

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the municipality for the use and care of the facilities. He/she, on behalf of the Village of Tupper Lake does hereby covenant and agree to defend, indemnify and hold harmless the Village of Tupper Lake from and against any and all liability, loss, damages, claims, or actions (including costs and attorney's fees) for bodily injury and/or property damage, to the extend permissible by law, arising out of or in connection with the actual or proposed use of the Village of Tupper Lake's property, facilities and or services by our Organization.

Signature of Organization's Authorized Representative

9 Hurd Ave TL, NY
Address

Telephone Number: 518-651-5156

Please read attached requirements and return application to: Attention Village Clerk, Village of Tupper Lake, 53 Park Street, P.O. Box 1290, Tupper Lake, NY 12986

Village of Tupper Lake, 53 Park Street, P.O. Box 1290, Tupper Lake, NY 12986

Application for use of Community Facilities

Today's Date: 3/15/17 Date(s) requested: 3/21/17

Facility Requested: Community Room ESB

Information about your group

Name of Organization or individual: T.L. Hockey Assoc

Time: 6pm to 8pm Your Supervisor in charge: Eric Proulx

Mailing Address: Po Box 632, Tupper Lake, NY 12986

Telephone: (day) 518-593-2722 (night) _____

Information about your intended use of Municipal Facilities

Purpose of use: Organizational Meeting - Board of Directors

Total participants expected: 15 Adults: 15 Children: 0

Is material or equipment required from Municipality? ☐ Yes ☒ No

If needed, state what types and for what purpose: _____

Residents (number): — Non-residents (number): _____

Is an admission fee charged? ☐ Yes ☒ No

If so, what will proceeds be used for? _____

Agreement

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Signature of Organization's Authorized Representative _____ Address _____

Telephone Number: 518-593-2722

Please read attached requirements and return application to: Attention Village Clerk, Village of Tupper Lake, 53 Park Street, P.O. Box 1290, Tupper Lake, NY 12986

Village of Tupper Lake, 53 Park Street, P.O. Box 1290, Tupper Lake, NY 12986

Application for use of Community Facilities

Today's Date: 3/15/17 Date(s) requested: Sat 3/25/17

Facility Requested: Community Room (a) Emergency Station

Information about your group

Name of Organization or Individual: Girl Scouts of Northeastern NY

Time: 1pm to 4pm Your Supervisor in charge: Wendy Moeller

Mailing Address: 43 Murray St, TL NY 12986

Telephone: (day) 518-524-8815 (cell) (night) 359-8207

Information about your intended use of Municipal Facilities

Purpose of use: Girl Scout meeting (Note: partial time this date also at TL PD)

Total participants expected: 15 Adults: 4 Children: 11

Is material or equipment required from Municipality? ☑ Yes ☐ No

If needed, state what types and for what purpose: 2 folding tables & chairs - sit at meeting & write

Residents (number): 359-8207 Non-residents (number): _____

Is an admission fee charged? ☐ Yes ☐ No non-profit

If so, what will proceeds be used for? _____

Agreement

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the municipality for the use and care of the facilities. He/she, on behalf of the Village of Tupper Lake does hereby covenant and agree to defend, indemnify and hold harmless the Village of Tupper Lake from and against any and all liability, loss, damages, claims, or actions (including costs and attorney's fees) for bodily injury and/or property damage, to the extend permissible by law, arising out of or in connection with the actual or proposed use of the Village of Tupper Lake's property, facilities and or services by our Organization.

W. Moeller — Signature of Organization's Authorized Representative

43 Murray St, TL NY 12986 — Address

Telephone Number: 359-8207

Please read attached requirements and return application to: Attention Village Clerk, Village of Tupper Lake, 53 Park Street, P.O. Box 1290, Tupper Lake, NY 12986

Village of Tupper Lake, 53 Park Street, P.O. Box 1290, Tupper Lake, NY 12986

Application for use of Community Facilities

Today's Date: 2/21/17 Date(s) requested: 4/8/17

Facility Requested: Emergency Services Building

Information about your group

Name of Organization or individual: Melissa Sauvageau

Time: 12pm to 4pm Your Supervisor in charge:

Mailing Address: PO Box 916, Tupper Lake, NY 12986

Telephone: (day) 359-9336 (night) same

Information about your intended use of Municipal Facilities

Purpose of use: Birthday

Total participants expected: 20+ Adults: at least 5 Children: 15-25

Is material or equipment required from Municipality? ☐ Yes ☐ No

If needed, state what types and for what purpose:

Residents (number): Non-residents (number):

Is an admission fee charged? ☐ Yes ☐ No

If so, what will proceeds be used for?

Agreement

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the municipality for the use and care of the facilities. He/she, on behalf of the Village of Tupper Lake does hereby covenant and agree to defend, indemnify and hold harmless the Village of Tupper Lake from and against any and all liability, loss, damages, claims, or actions (including costs and attorney's fees) for bodily injury and/or property damage, to the extend permissible by law, arising out of or in connection with the actual or proposed use of the Village of Tupper Lake's property, facilities and or services by our Organization.

Melissa Sauvageau
Signature of Organization's Authorized Representative

48 Lincoln Dr. Tupper Lake
Address

Telephone Number: 359-9336

Please read attached requirements and return application to: Attention Village Clerk, Village of Tupper Lake, 53 Park Street, P.O. Box 1290, Tupper Lake, NY 12986

Village of Tupper Lake, 53 Park Street, P.O. Box 1290, Tupper Lake, NY 12986

Application for use of Community Facilities

Today's Date: 3/14/17 Date(s) requested: 6/10/17

Facility Requested: Community Room + ESB Driveway

Information about your group

Name of Organization or individual: PD Bike Rodeo

Time: 8:00AM to 2:pM Your Supervisor in charge: Mike Vaillancourt

Mailing Address: 21 Santa Clara Ave, TLNY 12986

Telephone: (day) 359-3776 (night) 359-3776

Information about your intended use of Municipal Facilities

Purpose of use: Annual Bike Rodio etc.

Total participants expected: 200 Adults: 50 Children: 150

Is material or equipment required from Municipality? ☐ Yes ☑ No

If needed, state what types and for what purpose: _____

Residents (number): 180 Non-residents (number): 20

Is an admission fee charged? ☐ Yes ☑ No

If so, what will proceeds be used for? _____

Agreement

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the municipality for the use and care of the facilities. He/she, on behalf of the Village of Tupper Lake does hereby covenant and agree to defend, indemnify and hold harmless the Village of Tupper Lake from and against any and all liability, loss, damages, claims, or actions (including costs and attorney's fees) for bodily injury and/or property damage, to the extend permissible by law, arising out of or in connection with the actual or proposed use of the Village of Tupper Lake's property, facilities and or services by our Organization.

Signature of Organization's Authorized Representative

Address

Telephone Number: 518-593-2722

Please read attached requirements and return application to: Attention Village Clerk, Village of Tupper Lake, 53 Park Street, P.O. Box 1290, Tupper Lake, NY 12986

Village of Tupper Lake, 53 Park Street, P.O. Box 1290, Tupper Lake, NY 12986

Application for use of Community Facilities

Today's Date: 3/ 8/17 Date(s) requested: 2nd Tuesday of Month through Sept. 2017.

Facility Requested: Community Room / Safety Building, Santa Clara Avenue

Information about your group

Name of Organization or individual: Tupper Lake Youth Hockey Association

Time: 6:00pm to 8:30pm Your Supervisor in charge: Association Board Members

Mailing Address: PO Box 632, Tupper Lake, NY 12986

Telephone: (day) Brigg 645-0213 or Tracey 354-7211 (night) same

Information about your intended use of Municipal Facilities

Purpose of use: Board Meetings

Total participants expected: 9 Adults: 9 Children: 0

Is material or equipment required from Municipality? ☑ Yes ☐ No

If needed, state what types and for what purpose: Table and Chairs

Residents (number): 9 Non-residents (number): 0

Is an admission fee charged? ☐ Yes ☑ No

If so, what will proceeds be used for?

Agreement

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the municipality for the use and care of the facilities. He/she, on behalf of the Village of Tupper Lake does hereby covenant and agree to defend, indemnify and hold harmless the Village of Tupper Lake from and against any and all liability, loss, damages, claims, or actions (including costs and attorney's fees) for bodily injury and/or property damage, to the extend permissible by law, arising out of or in connection with the actual or proposed use of the Village of Tupper Lake's property, facilities and or services by our Organization.

Brigette Shaheen

Signature of Organization's Authorized Representative

PO Box 632, Tupper Lake, NY 12986

Address

Telephone Number: 645-0213

Please read attached requirements and return application to: Attention Village Clerk, Village of Tupper Lake, 53 Park Street, P.O. Box 1290, Tupper Lake, NY 12986

Village of Tupper Lake, 53 Park Street, P.O. Box 1290, Tupper Lake, NY 12986

Application for use of Community Facilities

Today's Date: 2/1/2017 Date(s) requested: Friday 11 August 2017

Facility Requested: Tupper Lake Municipal Park

Information about your group

Name of Organization or individual: Bark Eater Events, LLC

Time: 9:30am to 7:30pm Your Supervisor in charge: Jason Croniser/Tim Skjellerup

Mailing Address: 8417 Oswego Rd #148, Baldwinsville, NY 13027

Telephone: (day) 315-525-7371 (night) 315-525-7371

Information about your intended use of Municipal Facilities

Purpose of use: Use as a Major Exchange for the Peak to Brew Relay. Area for Teams to meet up and transition runners along the course. Requires: Parking, Pavilion Use, and Bathroom Use.

Total participants expected: 1,200 Adults: 1,200 Children: 0

Is material or equipment required from Municipality? ☐ Yes ☑ No

If needed, state what types and for what purpose: Pavilion, Parking, Bathrooms and Park

Residents (number): _____ Non-residents (number): 1,200

Is an admission fee charged? ☐ Yes ☑ No

If so, what will proceeds be used for? _____

Agreement

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the municipality for the use and care of the facilities. He/she, on behalf of the Village of Tupper Lake does hereby covenant and agree to defend, indemnify and hold harmless the Village of Tupper Lake from and against any and all liability, loss, damages, claims, or actions (including costs and attorney's fees) for bodily injury and/or property damage, to the extend permissible by law, arising out of or in connection with the actual or proposed use of the Village of Tupper Lake's property, facilities and or services by our Organization

Bark Eater Events, LLC

By: _____, Member

Signature of Organization's Authorized Representative

8417 Oswego Rd #148, Baldwinsville, NY 13027

Address

Telephone Number: 315-525-7371

Please read attached requirements and return application to: Attention Village Clerk, Village of Tupper Lake, 53 Park Street, P.O. Box 1290, Tupper Lake, NY 12986

CLINTON COUNTY PLANNING DEPARTMENT

135 Margaret Street – Suite 124 · Plattsburgh, New York 12901
Planning (518) 565-4711 • C.C.P.T. (518) 565-4713 • Facsimile (518) 565-4885

February 28, 2017

Village of Tupper Lake
c/o Mary A. Casagrain
53 Park Street, P.O. Box 1290
Tupper Lake, NY 12986

RE: Payment per MOU with Clinton County

Dear Ms. Casagrain:

Please find enclosed a check in the amount of $5,540.78 for services rendered under the MOU between Clinton County and Tupper Lake for grant administration support for the month of November 2016.

Please accept our thanks for the role provided by Tupper Lake in providing these services. You are correct in the statement included in your letter dated 1/30/17 that Clinton County will no longer need the services of Tupper Lake after November 30, 2016 for this project, and therefore we also anticipate that this payment will represent that last payment for services provided by the Village to Clinton County on this project.

Please contact me if you have any questions, and thanks again.

Very truly yours,

Rodney L. Brown
Director

Enclosure (check)

ELIZABETH O'C. LITTLE
SENATOR, 45TH DISTRICT

ROOM 310
LEGISLATIVE OFFICE BLDG
ALBANY, NY 12247
(518) 455-2811

5 WARREN STREET
GLENS FALLS, NY 12801
(518) 743-0968

WEB ADDRESS:
LITTLE.NYSENATE.GOV

THE SENATE
STATE OF NEW YORK

CHAIR
HOUSING, CONSTRUCTION & COMMUNITY DEVELOPMENT

COMMITTEES
CRIME VICTIMS, CRIME & CORRECTION
CULTURAL AFFAIRS, TOURISM, PARKS & RECREATION
EDUCATION
ENERGY & TELECOMMUNICATIONS
ENVIRONMENTAL CONSERVATION
FINANCE
HEALTH
RULES

February 21, 2017

Ms. Mary A. Casagrain
Village Clerk
Village of Tupper Lake
53 Park Street P.O. Box 1290
Tupper Lake, New York 12986

Dear Ms. Casagrain,

A Home Rule Request is needed for Senate Bill S.752/Assembly Bill A.5806.

I am enclosing 8 Home Rule Request forms which need to be filled out. You also have the option to complete the forms online at www.nysenate.gov. Once on the site, scroll down to the very bottom. You will see "home rule form" option in the middle. Click on it and it will take you to the form. Please remember that the 8 forms must be printed on 8.5" x 14" paper and they all must have original signatures and original seals. As you know, the Village Board needs to meet and you need to include the Senate and Assembly bill numbers. The instructions are on the back of the form.

When completed, please send all 8 forms to my attention at:

Office of Senator Betty Little
Room 310
Legislative Office Building
Albany, NY 12247
Attention: Carmella Mantello

If you have any questions you can email me at mantello@nysenate.gov or call me at 455-2811.

Thank you for your attention to this matter.

Sincerely,

Carmella R. Mantello
Legislative Director

Subject: 2017 Adirondack Park Local Government Day Conference
From: apa.sm.LocalGovernment <LocalGovernment@apa.ny.gov>
Date: 2/17/2017 11:43 AM
To: apa.sm.LocalGovernment <LocalGovernment@apa.ny.gov>

20th Annual
Adirondack Park
Local Government Conference
Wednesday, April 5 & Thursday, April 6, 2017

Please join us for the 20th Annual Adirondack Park Local Government Conference on April 5 & 6, 2017. Attached are the Registration Form and preliminary Agenda.

This year's Conference continues in its focus on issues of importance to Adirondack communities. Wednesday afternoon will feature the Adirondack Forum and a special concurrent training track by the Department of State. These sessions will be followed by the Conference Social which is an opportunity to meet with the other attendees. Thursday's sessions will focus on infrastructure, recreation & tourism and training for local planning & zoning officials. More detailed session descriptions will be available on the Agency's website shortly.

The Conference is presented by the NYS Adirondack Park Agency, Adirondack Association of Towns and Villages, Adirondack Park Local Government Review Board, Empire State Development, NYS Department of State, and NYS Department of Environmental Conservation.

Conference information and any updates to the agenda will be posted to: https://www.apa.ny.gov/Local_Government/index.html

Registration Form and Tentative Agenda are attached and also available on the APA's website

Session Descriptions will be posted to the Agency's website

Please note all payments must be made to the:

Crowne Plaza Lake Placid

Conference Fee:

Before March 22nd, 2017: $63.97

(tax exempt*: $59.60)

After March 22nd, 2017: $80.17

(tax exempt*: $74.60)

*You must provide a completed tax exempt form (ST-119.1) or letter from NYS Department of Taxation & Finance to qualify for tax exempt status.

Sorry, payments by personal check are not eligible for tax exempt status.

Conference Location

Crowne Plaza Lake Placid
www.lakeplacidcp.com
101 Olympic Drive
Lake Placid, NY 12946

Directions:
The Crowne Plaza hotel is located at 101 Olympic Drive in the center of the Village of Lake Placid.

Lodging:
If you require lodging, please contact the reservations department at the Crowne Plaza at (518) 523-2556 or (877) 570-5891, or book online at: https://resweb.passkey.com/go/APALocalGovtDay2017 . You may choose to stay one or both nights (4/5, 4/6) at the special rate of $95 +tax per night. Rates and availability are only guaranteed through March 22nd, so please make your reservations early. For the special rate, identify yourself to the hotel as a participant in the Adirondack Park Local Government Conference.

Have Questions?
Contact the APA: (518) 891-4050 & mention Local Government Conference
or email LocalGovernment@apa.ny.gov or check the APA website www.apa.ny.gov

Attachments:

LGD2017-RegistrationForm.pdf	156 KB
LGD2017-Agenda-20170217.pdf	153 KB

Print Form

2017 Adirondack Park Local Government Conference
Wednesday April 5 & Thursday April 6

Who: Local Government Officials, State Agencies, Interested Citizens, Consultants, etc.

What: 2017 Adirondack Park Local Government Conference

Where: Crowne Plaza Lake Placid

If you require lodging, please contact the reservations department at the Crowne Plaza in Lake Placid at (518) 523-2556 or (877) 570-5891, or book online at: https://resweb.passkey.com/go/APALocalGovtDay2017. You may choose to stay one or both nights (4/5, 4/6) at the special rate of $95 +tax. Rates and availability are only guaranteed through March 22nd, so please make your reservations early. For the special rate, identify yourself to the hotel as a participant in the Adirondack Park Local Government Conference. Visit: www.lakeplacidcp.com for more information.

When: Wednesday April 5 & Thursday April 6, 2017

How: Complete and submit this registration form along with a check or voucher payable to: Crowne Plaza Lake Placid along with a tax-exempt form (if applicable).

Registration will be processed by APA staff, so please...

Mail all registration materials to:

Adirondack Park Agency, LG Conference, PO Box 99, Ray Brook, NY 12977

or fax registration form, voucher & tax-exempt form (if applicable) to: (518) 891-3938

Use a separate form for each attendee and be sure to note the names of all persons covered by each check or voucher payable to the Crowne Plaza Lake Placid so we may properly account for everyone.

If you have any questions please contact the APA receptionist and mention Local Government Conference: (518) 891-4050.

Or email LocalGovernment@apa.ny.gov or check for updates on the website at: www.apa.ny.gov

How Much $: The per-person conference registration fee includes all breaks and lunch on Thursday.

Before March 22: $63.97 (or $59.60 with a valid tax-exempt form and a check/voucher from the tax-exempt organization)

After March 22: $80.17 cash/check (or $74.60 with a valid tax-exempt form and a check from the tax-exempt organization)

Payments by personal check must include tax.

Refunds cannot be issued after the March 22nd deadline.

---------- *REGISTRATION FORM* ----------

Please fill out completely, as you would like it to appear on your name badge:

_____
First Name (or nickname)

_____
Full Name (First & Last)

_____
Title

_____
Town/Village/Organization

Provide a phone number or email address where you can be reached in case there are questions about your registration.

_____
Phone/Email

PAYMENT INFORMATION

APA Staff will be processing registrations, however all payments must be made to:

Crowne Plaza Lake Placid

Before March 22

☐ $63.97 not tax-exempt and/or paying by a personal check.

☐ $59.60 tax-exempt and paying by a tax exempt organization check/voucher + tax-exempt form.

After March 22

*You may still pre-register before March 29, after that please register the at the door.

☐ $80.17 not tax-exempt and paying at the door* with cash/personal check.

☐ $74.60 tax-exempt and paying at the door* with a check from a tax exempt organization + tax-exempt form.

To ensure adequate seating, please check the sessions that you are interested in attending:

Wednesday, April 5

1-5:00 PM

☐ Adirondack Forum

☐ Training

Thursday, April 6

	A	B	C
1) Keynote 8:45-10:15	☐		
2) Morning 10:45-12:00	☐	☐	☐
3) Afternoon 1:15-2:30	☐	☐	☐
4) Afternoon 2:45-4:00	☐		☐

Refer to Agenda for session descriptions.

The 20th Annual
Adirondack Park Local Government Day Conference

Crowne Plaza Lake Placid, New York

April 5 & 6, 2017

Presented by the NYS Adirondack Park Agency, Adirondack Association of Towns and Villages, Adirondack Park Local Government Review Board, Empire State Development, NYS Department of State, and NYS Department of Environmental Conservation.

Tentative Agenda

for

Wednesday Afternoon, April 5th

1:00PM to 5:00PM with Refreshment Break

Concurrent Sessions	
ADIRONDACK FORUM *Presented by AATV & LGRB*	**TRAINING** *Presented by NYS Department of State*
Part 1: **Invasives – Lessons Learned, Funding Opportunities & Partnerships**	**FOIL/Open Meetings Law** by: Bob Freeman **ANCA's Energy Circuit Riders** by: Sean Connin, Adirondack North Country Association
Refreshment Break	
Part 2: **Land Bank Amendment - Update**	**ZBA Overview** by: DOS Local Government Training Staff **Note*: DOS Staff will be available on both Wednesday & Thursday for individual consultations
Part 3: **Road & Off-Road Biking & Trails**	

Social & Reception

5:00PM to ...

Revised: February 14, 2017

Adirondack Park Local Government Day Conference

Tentative Agenda
for
Thursday, April 6th, 2017

AP Local Government Day Conference Sessions			
7:45AM	***✸ Registration Begins ✸***		
8:30AM	***Welcome & Introductory Remarks*** ***Terry Martino, APA Executive Director and Sherman Craig, APA Chair***		
8:45AM to 10:15AM	***Keynote: Frank Pastizzo*** ***-Warm Up the Workplace-***		
10:15AM to 10:45AM	***Refreshment Break & Visit with Vendors***		
	Track A - Infrastructure	**Track B – Recreation & Tourism**	**Track C - Training**
10:45AM to 12:00PM	**Municipal Water: Infrastructure, Improvement, Implementation**	**Session 1: Recreation & Tourism**	**SEQRA** by: Mark Schachner
12:00PM to 1:15PM	***Luncheon Program*** ***Presentation of Annual Conference Recognition Award***		
1:15PM to 2:30PM	**Municipal Wastewater & Decentralized Community Systems**	**Session 2: Recreation & Tourism**	**Solar Energy Regulation (Zoning for Solar)** by: DOS Local Government Training Staff
2:30PM to 2:45PM	***Refreshment Break & Visit with Vendors***		
2:45PM to 4:00PM	**Broadband**	**Hot Button Land Uses** **Drones, Chicken Coops, Group Homes…** by: DOS Local Government Training Staff	

Refer to the APA's website www.apa.ny.gov for updates and session descriptions…

Revised: February 14, 2017

Print Form

2017 Adirondack Park Local Government Conference
Wednesday April 5 & Thursday April 6

Who: Local Government Officials, State Agencies, Interested Citizens, Consultants, etc.

What: 2017 Adirondack Park Local Government Conference

Where: Crowne Plaza Lake Placid

If you require lodging, please contact the reservations department at the Crowne Plaza in Lake Placid at (518) 523-2556 or (877) 570-5891, or book online at: https://resweb.passkey.com/go/APALocalGovtDay2017. You may choose to stay one or both nights (4/5, 4/6) at the special rate of $95 +tax. Rates and availability are only guaranteed through March 22nd, so please make your reservations early. For the special rate, identify yourself to the hotel as a participant in the Adirondack Park Local Government Conference. Visit: www.lakeplacidcp.com for more information.

When: Wednesday April 5 & Thursday April 6, 2017

How: Complete and submit this registration form along with a check or voucher payable to: Crowne Plaza Lake Placid along with a tax-exempt form (if applicable).

Registration will be processed by APA staff, so please...

Mail all registration materials to:

Adirondack Park Agency, LG Conference, PO Box 99, Ray Brook, NY 12977

or fax registration form, voucher & tax-exempt form (if applicable) to: (518) 891-3938

Use a separate form for each attendee and be sure to note the names of all persons covered by each check or voucher payable to the Crowne Plaza Lake Placid so we may properly account for everyone.

If you have any questions please contact the APA receptionist and mention Local Government Conference: (518) 891-4050.

Or email LocalGovernment@apa.ny.gov or check for updates on the website at: www.apa.ny.gov

How Much $: The per-person conference registration fee includes all breaks and lunch on Thursday.

Before March 22: $63.97 (or $59.60 with a valid tax-exempt form and a check/voucher from the tax-exempt organization)

After March 22: $80.17 cash/check (or $74.60 with a valid tax-exempt form and a check from the tax-exempt organization)

Payments by personal check must include tax.

Refunds cannot be issued after the March 22nd deadline.

---------- *REGISTRATION FORM* ----------

Please fill out completely, as you would like it to appear on your name badge:

_____
First Name (or nickname)

_____
Full Name (First & Last)

_____
Title

_____
Town/Village/Organization

Provide a phone number or email address where you can be reached in case there are questions about your registration.

_____
Phone/Email

PAYMENT INFORMATION

APA Staff will be processing registrations, however all payments must be made to:

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Before March 22

☐ $63.97 not tax-exempt and/or paying by a personal check.

☐ $59.60 tax-exempt and paying by a tax exempt organization check/voucher + tax-exempt form.

After March 22

*You may still pre-register before March 29, after that please register the at the door.

☐ $80.17 not tax-exempt and paying at the door* with cash/personal check.

☐ $74.60 tax-exempt and paying at the door* with a check from a tax exempt organization + tax-exempt form.

To ensure adequate seating, please check the sessions that you are interested in attending:

Wednesday, April 5

1-5:00 PM

☐ Adirondack Forum

☐ Training

Thursday, April 6

	A	B	C
1) Keynote 8:45-10:15	☐		
2) Morning 10:45-12:00	☐	☐	☐
3) Afternoon 1:15-2:30	☐	☐	☐
4) Afternoon 2:45-4:00	☐		☐

Refer to Agenda for session descriptions.

Funding Available to
Switch to Local, Renewable Heat!

Learn how your municipality or non-profit can apply for $10,000 funding to convert to efficient, automated wood pellet boilers

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Staff from the Northern Forest Center will explain the program and participating vendors will answer questions.

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What you need to know:

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Questions? Contact Leslie Karasin: lkarasin@northernforest.org or (518) 891-2193.
Program information at www.northernforest.org

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Model Neighborhood Project
Keeping heating dollars at home in the Northern Forest

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Executive Director
Peter A. Baynes

February 16, 2017

Dear Mayor:

Enclosed is a copy of NYCOM's 2017 Legislative Program which summarizes our state legislative priorities, as established by NYCOM's Legislative Committee. I have also enclosed NYCOM's Legislative Connection Card, which is intended to facilitate your communications with State leaders and your State legislators. Our legislative staff focuses its advocacy efforts on implementing the priorities identified in our Legislative Program, but in order to be successful we need you to meet with your legislators to let them know how these proposals benefit your community.

Our top priority at this time is to ensure that the Governor's mandated countywide shared services plan is removed from the State budget and replaced by an increase in AIM funding. This was the focus of our Winter Legislative Meeting earlier this week where we emphasized that an increase in State aid, after eight years without one, is the most sensible and effective solution to high property taxes – not another State mandate. I would ask that you assist us in this effort by conveying our message to your State legislators as soon as possible.

While the NYCOM legislative staff gives its utmost attention to our highest legislative priorities, you should know that we monitor thousands of bills introduced in the Senate and Assembly over the course of a two-year legislative session. We also actively support or oppose bills that, while not included in our Legislative Program, would have an impact on city and village governments. We will regularly report to you on many of these bills of interest via email and on our website's Legislative Action Center.

For additional copies of NYCOM's 2017 Legislative Program, please visit www.nycom.org. If you have any questions regarding our legislative advocacy process, or have a concern about a particular piece of legislation, please let me know.

Sincerely,

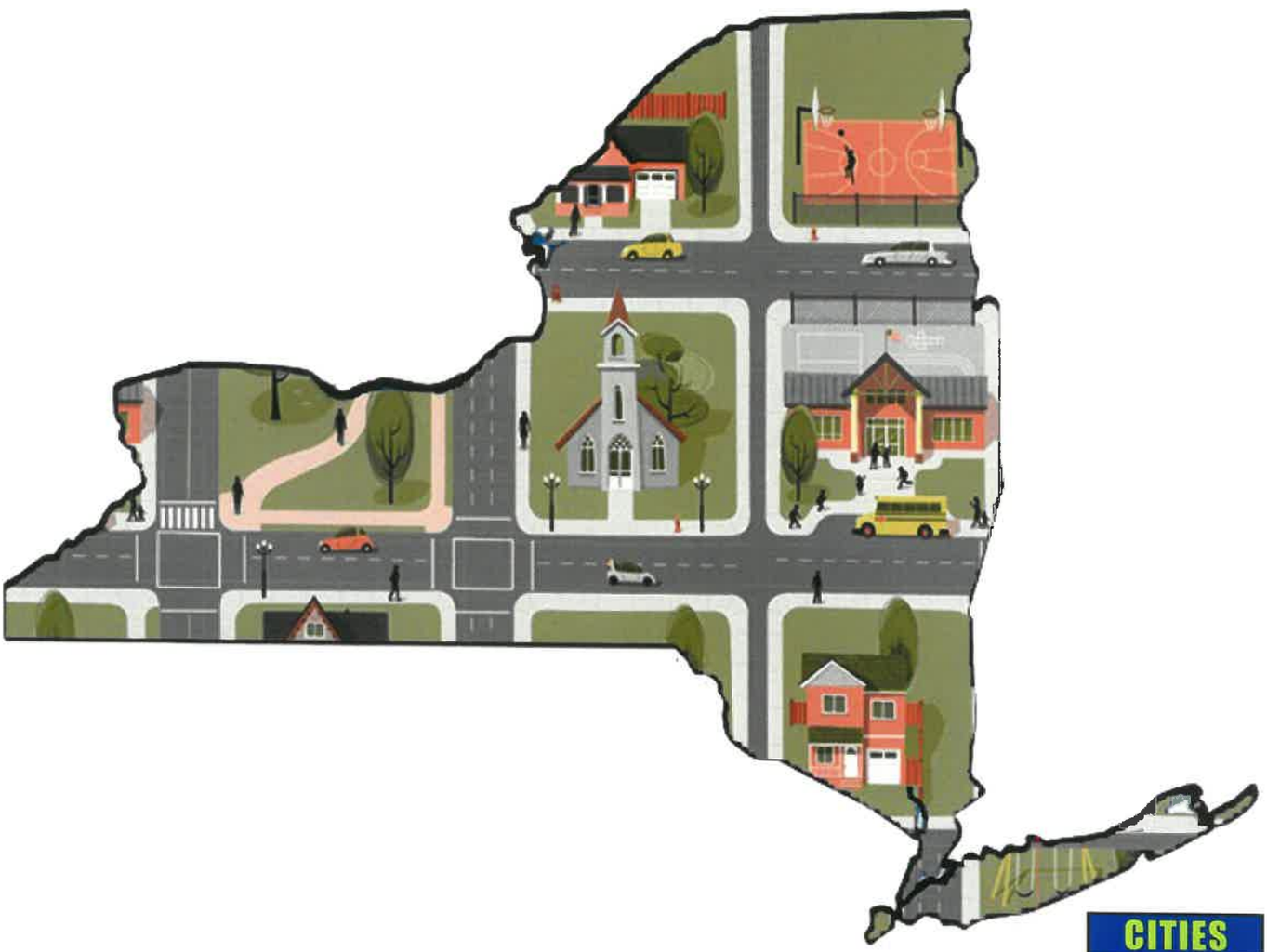
Peter A. Baynes
Executive Director

cc: Managers/Administrators

NEW YORK STATE CONFERENCE OF MAYORS AND MUNICIPAL OFFICIALS

LEGISLATIVE PROGRAM 2017

Building a State-Local Partnership



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DEAR STATE LEGISLATOR:

The legislative priorities included in NYCOM's 2017 Legislative Program, as developed and approved by our 60-member Legislative Committee, share a common objective: to provide local leaders with the resources and flexibility to deliver essential municipal services in the most cost effective manner for the taxpayers they serve. Municipalities are not a special interest group, but rather the providers of public services that directly benefit each and every resident and business of this State. Mayors are your partners and the success of our municipal governments depends upon a demonstrated commitment by the State, the clearest example of which would be for you to restore the cuts in AIM funding just as you last year restored the GEA cuts to schools.

New York's cities and villages are facing significant – and growing – fiscal challenges, yet are doing all they can to successfully manage these challenges. Each is working diligently to control property taxes while maintaining fundamental services. As with the large increases in State aid to schools, an increase in unrestricted State aid to municipalities would be used by our members to comply with the tax cap and provide property tax relief.

Our cities and villages need the funding, the tools and a genuine commitment from the State to help break down the barriers to efficiency and community revitalization. Enactment of the proposals advanced by NYCOM in our 2017 Legislative Program would ensure local success and, in turn, a better and stronger New York. I look forward to assisting you in any way to reach this goal.

Peter A. Baynes
Executive Director
New York State Conference of Mayors

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OVERALL PRIORITY

Increase Unrestricted State Aid

Since 2008-09, AIM funding has been cut by $46 million, from $761 million down to $715 million. When adjusting for inflation, this has amounted to a $133 million reduction in real dollars. NYCOM is calling for a full restoration of the $133 million reduction in AIM funding since 2008-09.

A strong and growing state-local fiscal partnership is essential to generating economic vitality in all regions of our State. Since local governments are limited by the less-than-2% cap on property tax levies, growth in unrestricted State aid is a critical component of such a partnership. For the past eight years (and beyond), city and village officials have been tightening their belts in every possible way, yet at the same time their State aid has DECLINED. Because of this, tax cap compliance has become difficult and unsustainable. Property taxes fund local services and State mandates. Therefore, an increasing financial commitment from the State is essential to long-lasting property tax relief. Just as annual increases in school aid help school districts comply with the tax cap and maintain essential services, municipal governments need and deserve similar annual increases in State aid.

The 2017-18 Executive Budget would continue AIM funding at current year levels. In addition, the Executive Budget includes language that makes the entire $715 million AIM appropriation dependent on the State Legislature's passage of the Governor's proposed Countywide Shared Services Referendum Mandate.

"FOR THE PAST EIGHT YEARS (AND BEYOND), CITY AND VILLAGE OFFICIALS HAVE BEEN TIGHTENING THEIR BELTS IN EVERY POSSIBLE WAY, YET AT THE SAME TIME THEIR STATE AID HAS DECLINED."

ADDITIONAL PRIORITIES

Fix the Tax Cap

The tax cap should be amended in the following ways: (1) make the tax cap a true 2% cap (as is the case with the State's self-imposed 2% cap on spending), not one tied to inflation; (2) provide an exclusion from the cap for municipal expenditures on public infrastructure, just as schools and the State have from their respective caps; and (3) exclude the self-imposed levies of Business Improvement Districts (BIDs) from the tax cap calculation. In addition, NYCOM supports passage of legislation that would require State agency implementation of the tax cap changes the Legislature enacted at the end of the 2015 legislative session, particularly adjusting the calculation of the tax base growth factor to reflect development on tax-exempt properties by including PILOT payments in such calculation.

While the tax cap has added to the pre-existing desire of cities and villages to control the growth in property tax levies, municipal officials have identified significant unintended consequences that have developed during the local implementation of the cap. Local officials are using all available means of budget-balancing, including austerity spending, drawing down of fund balances, cuts in the size of the municipal workforce, maximization of restructured and shared services between local governments, and postponed investments in key public infrastructure. This local austerity combined with minimal mandate relief and lack of State aid has a high price, as the quality-of-life in our communities is suffering and local infrastructure continues to fall into disrepair.

Increase State Funding for Local Highways

Local governments must receive more bonded or pay-as-you-go transportation funding to allow them to maintain aging infrastructure and invest in new development.

While local governments will clearly benefit from the PAVE NY and BRIDGE NY programs created last year, local infrastructure needs continue to far outpace the amount of local resources currently available. A recent study cited by the Office of the State Comptroller estimates that the funding needs for local roads and bridges total $34.8 billion through the 15-year period ending in 2030. According to this study, in 2012, 48% of local roads were estimated to be in poor to fair condition, and in that same year, the Department of Transportation rated more than one-third of local bridges as deficient. Additionally, in June 2013, the Federal Department of Transportation issued an update to its regulations regarding Americans with Disabilities Act (ADA) requirements to provide curb ramps whenever streets, roads or highways are altered through resurfacing. Some form of this requirement has been in place since 1994 but it apparently has not been adhered to or enforced until recently. As a result, local governments will incur additional costs as a result of this requirement. While there have been sporadic increases in the CHIPS program over the past decade, locally-owned roads remain in need of substantial near-term improvements.

The 2017-18 Executive Budget would continue CHIPS funding at current year levels. Funding is also maintained for the PAVE NY and BRIDGE NY programs.

Authorize Municipalities to Charge for Services Provided to Tax-Exempt Properties

NYCOM supports legislation that would permit municipalities, at local option, to impose charges on tax-exempt properties – particularly those tax-exempts that have the greatest ability-to-pay – to defray a portion of the cost of services local governments provide, such as police protection, fire protection, street and highway construction, maintenance and lighting, sanitation and water supply. While municipalities currently have the ability to impose user fees to cover some of these expenses, they are prohibited from doing so for some of the most costly services, including police and fire protection.

In October 2016, Gannett newspapers completed an eight-part series on tax exemptions in New York State and the effect on local governments. The following statistics, which are based on their research, help to portray the magnitude of the issue: approximately $866 billion in property is exempt from municipal and school taxes; the number of wholly tax-exempt parcels in New York has grown from 179,420 in 1999 to 219,602 last year, a 22% increase; and the value of those properties has more than doubled from $276 billion to $567 billion over the same time period. Since the remaining property owners are the ones hurt by this proliferation of tax exemptions, local governments must be given the ability to recoup at least a portion of the expenses they incur servicing tax-exempt properties, particularly since such properties often place the greatest strain on municipal services.

Increase Funding for Water and Sewer Infrastructure

Although the 2016-17 State Budget did include an additional $200 million for the Water Infrastructure Improvement Act, this funding only scratches the surface in terms of addressing the need that exists. The State should invest $800 million annually to help local governments upgrade their water and sewer systems and ensure that all local governments are eligible to receive such resources.

Infrastructure is critical to both a community's economic growth and improved quality-of-life. While the primary role of a local government is to provide vital services to its residents, cities and villages must also maintain critical public infrastructure such as roads, bridges, and water and sewer systems. The State Comptroller's "Growing Cracks in the Foundation" report (2014) cites three separate studies estimating a combined multi-year funding deficit of $65.7 billion for municipal infrastructure – of which $10.7 billion is for water systems and $20.2 billion is for sewer systems. When local officials are struggling to balance their budgets and difficult choices need to be made, local governments must often defer critical infrastructure needs in order to fund essential municipal services.

The 2017-18 Executive Budget proposes $2 billion over five years in new funding for drinking water and wastewater infrastructure, as well as source water protection.

Prohibit Unfunded State Mandates

NYCOM supports legislation to constitutionally prohibit the enactment of statutory or regulatory mandates which would impose a direct or indirect fiscal burden on local governments unless an estimate of such fiscal burden is computed – with input from the State's local government associations, including NYCOM – printed on the bill, and an appropriation is made sufficient to hold each local government harmless from any part of such fiscal burden. In addition, all current unfunded mandates should be required to sunset in two years unless it can be shown that such mandates serve an essential purpose and a funding source can be identified to offset the cost to local governments.

State mandates have become a backdoor way of increasing local property taxes, the most regressive form of government taxation. Despite the promise made by the Governor and the State Legislature in 2011 that meaningful mandate relief would accompany the property tax cap, efforts to achieve such relief have been marked by much talk and little action. For every mandate local officials have sought to have repealed, a special interest group that benefits from such mandate has stood in the way of reform and enhanced cost effectiveness at the local government level. Now, more than ever, New York and our property taxpayers cannot afford to pay for the hundreds of millions of dollars in costs caused by State mandates.

Create and Enhance Tools to Address Abandoned Property and Downtown Redevelopment

Local officials need a comprehensive and effective tool-kit to address the increasing problem of abandoned properties and to successfully revitalize their downtowns. Specifically, NYCOM supports the following legislative proposals:

- **Allow Municipalities to Take Title to Abandoned Commercial Property and Streamline the Notice Process for Abandoned Property Proceedings** – Currently, Real Property Actions and Proceedings Law Article 19-A provides a relatively quick and easy method for local governments to take title to residential property that is "abandoned" within their jurisdictions. However, Article 19-A does not apply to commercial property. This statute should be amended to allow municipalities to take title to <u>all</u> real property that is "abandoned" so that the properties' negative effects on the surrounding community can be promptly and effectively addressed by the municipality. Moreover, the notice requirements for judicial proceedings should be amended to match the notice requirements for *in rem* tax foreclosure proceedings.

- **Allow Counties to Shorten the Redemption Period for *in rem* Tax Foreclosure Proceedings** – By default, the redemption period for *in rem* tax foreclosure proceedings is two years. Two years is too long a time for properties that are being neglected or that have been abandoned. While cities may shorten their redemption period by local law, counties (who are most commonly the tax enforcement agency) are bound by the redemption periods set forth in the Real Property Tax Law. Consequently, State law should be amended to allow counties to shorten the redemption period for abandoned properties to one year.

- **Permit Claims Against Fire Insurance Proceeds** – Currently, a municipality has the authority to enforce a lien for unpaid property taxes against the proceeds of a fire insurance policy on all real property (Insurance Law §§ 3410 & 331), except property containing a one- or two-family structure (General Municipal Law § 22). Allowing other lienors to place liens against such proceeds on these properties unfairly burdens the local government and significantly inhibits their ability to recover delinquent taxes. NYCOM supports legislation that would permit a municipality to place a lien for unpaid property taxes against the proceeds of a fire insurance policy on <u>any</u> real property located within a municipality. In enacting this legislation, municipalities would then be treated in the same manner as any other lienor who has made a claim to the insurance proceeds.

- **Allow Municipalities to Pierce the Corporate Veil of Shell Corporations that Abandon Properties** – Many neglected and vacant properties are owned by corporations, limited liability companies, or limited liability partnership that abandon those properties when they become economically unviable. These corporations, LLCs, and LLPs leave local governments (and local taxpayers) having to deal with the cost of abating nuisance conditions and demolishing unsafe buildings. State law should be amended to allow local governments to pierce the corporate veil of limited liability entities to hold their parent corporations and their individual owners responsible for nuisance abatement and demolition costs that exceed the property's value.

- **Allow Local Governments to Force Mortgage Holders to Complete the Foreclosure Process or Release Their Mortgage Rights for Properties that Have Been Abandoned by the Owners** – Local governments are struggling to deal with properties that are delinquent on their mortgage payments, but for which the banks are delaying completing the foreclosure process. Unfortunately, in many of these instances, the property owners are abandoning their properties, leaving no one to maintain the property. Because of delays by the banks, the properties remain in a legal limbo, inhibiting the ability of local officials to address the blighting influence of the property on adjacent properties and the surrounding community. Local governments should be allowed to initiate legal proceedings compelling banks to complete the foreclosure process or to relinquish their legal interests in properties that have been abandoned by the property owner.

Restructure and Reform the Gross Receipts Tax

The laws governing the local gross receipts tax – one of the few sources of local non-property tax revenue – should be amended to permit municipalities to grant all cities and villages the same maximum rate, as well as ensure that all of those entities that are required to pay the gross receipts tax actually do so.

Due to the fact that the laws governing the gross receipts tax (GRT) were written decades ago and have not been amended to account for changes in technology or the marketplace, cities and villages that impose this tax are being shortchanged. Specifically, NYCOM supports the following changes to the local GRT:

- **Increase the Maximum Rate** – NYCOM supports legislation that would permit municipalities, at local option, to impose the GRT at a rate of up to 3%. The cities of Buffalo, Rochester and Yonkers already have this ability and do impose the tax at the higher 3% rate, whereas other cities and villages are limited to a 1% rate.

- **Require Compliance with Gross Receipts Tax Laws** – NYCOM proposes that the Public Service Commission (PSC) institute reporting requirements that would assist municipalities with the identification of both Competitive Local Exchange Telephone Companies (CLECs) and Energy Service Companies (ESCOs) that have customers within the municipality's borders, along with their aggregated revenue. In addition, NYCOM proposes a strengthening of Uniform Business Practices for ESCOs to require compliance with local tax laws. Finally, NYCOM is seeking legislation that will essentially codify the legal opinion issued by the New York State Department of Taxation and Finance making it clear that ESCOs are subject to the GRT.

In January 2009, NYCOM was involved with an issue concerning the applicability of the GRT on energy transactions involving ESCOs – specifically the revenues associated with the sale of the commodity by ESCOs, as well as the revenue associated with the delivery to ESCO customers. NYCOM requested and subsequently received an advisory opinion from the NYS Department of Taxation and Finance in July 2009 stating that ESCO transactions are, in fact, subject to the GRT. Despite this opinion, many ESCOs still do not pay the tax to those cities and villages that impose it. In most cases, their rationale for no longer paying is because the transaction does not take place entirely within the municipal boundaries. While this clearly is not consistent with the Advisory Opinion received from Taxation and Finance, the Opinion does not address the issue of where the transaction takes place. In addition, NYSEG and RG&E have taken the position – unique among all other gas and electric utilities in New York State – that when a customer buys their gas and/or electric supply from an ESCO, these utility companies do not pay <u>any</u> GRT on the revenue they derive from the delivery of that commodity.

- **Expand the Scope to Include Cellular Services** – NYCOM supports amendments to current State law to ensure that cellular telephone services are subject to the local GRT. In recognition of the predominance of wireless technology and to promote equity in the tax treatment of various types of telecommunications providers, both the State and the City of New York have made changes to their respective statutes to include cellular services as taxable for purposes of the State's excise tax and the city's GRT. It is time the State does the same for all cities and villages.

Amend the Village Dissolution Law

The law that governs the village dissolution process should be amended to require petitions initiating dissolution proceedings to contain signatures equal to at least 25% of the number of electors at the last general election of the local government entity or five thousand, whichever is less. In addition, the law should require that a dissolution study and plan be developed and approved by the village board prior to the dissolution vote.

In 2009, the law governing the process for dissolving villages was significantly altered. The new law lowered the number of signatures needed to initiate dissolution proceedings. Moreover, the new process requires a study and plan on the dissolution to be performed ***after*** a vote on whether to dissolve is conducted. This minimal signature requirement and backwards procedure of developing a dissolution study and plan after voting to dissolve has resulted in a process that is confusing and uninformed.

Repeal Binding Arbitration

The compulsory arbitration statute imposes an unfunded mandate upon municipalities and should be repealed in its entirety.

Under the Taylor Law, when an impasse is reached in negotiations with a police or firefighter union, the final step in the impasses resolution process is the use of compulsory arbitration. The 2016-17 State Budget extended binding arbitration, along with the limited reforms added in 2013, for three years until July 1, 2019. Under the reforms, for those municipalities deemed "fiscally eligible," the arbitration panel is compelled to "first and foremost," give 70% of its weight and consideration to the local government's "ability to pay." The panel must also "recognize and take into account" the constraints imposed by the "2%" property tax cap. These reforms are of minimal benefit to controlling binding arbitration awards.

Limit Payments Under General Municipal Law § 207-a and § 207-c

Sections 207-a and 207-c of the General Municipal Law should be amended to statutorily reinstate a permanent "heightened risk" standard for granting firefighter and police officer disability benefits. In addition, NYCOM supports an accelerated process for determining when an individual is eligible for disability retirement, since the current process has been criticized as taking much longer than necessary.

Paid firefighters and police officers are potentially eligible for generous municipal disability benefits if an injury or illness is incurred in the performance of duty under General Municipal Law § 207-a and § 207-c. In the event of an injury in the performance of duties, the individual is entitled to all necessary medical treatment and receipt of a municipal disability benefit equal to the full amount of regular salary or wages until retirement. Between 1999 and 2003, public employers were permitted to utilize a "heightened risk" standard to determine whether claimants were entitled to benefits. Under this standard, an injury incurred while performing a work duty which did not involve a hazardous activity would not be eligible for the municipal disability benefit available under General Municipal Law § 207-a and § 207-c. A police officer or firefighter who might be injured while involved with a nonhazardous work duty would instead file a claim for workers' compensation benefits.

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The New York State Conference of Mayors and Municipal Officials (NYCOM) is an association of, and for, cities and villages in New York. Since 1910, NYCOM has united local government officials in an active statewide network focused on the singular purpose of finding the most efficient means of providing essential municipal services. Through the active participation of our membership, which represents more than 12 million New Yorkers, NYCOM is an aggressive advocate for city and village interests before the Executive, Legislative and Judicial branches of state government. Our association is a readily accessible source of practical information touching upon every area of municipal activity, and is also a leader in the on-going training and education of local officials.

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The mission of the ADIRONDACK COUNCIL is to ensure the ecological integrity and wild character of the ADIRONDACK PARK for current and future generations.

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★★★★
Four Star Charity

March 10, 2017

Village of Tupper Lake
Paul Maroun, Mayor
PO Box 1290
Tupper Lake, NY 12986

Dear ~~Mayor Maroun,~~ Paul,

At the end of 2016, the Adirondack Council released the attached report: ***Clean Water Infrastructure in the Adirondack Park: Crisis or Opportunity***. The report was compiled with the help of your community. Thank you for your assistance. Both the Governor and the Legislature have recognized the value of this report as they decide how much funding the state needs and how much they allocate to competing regions.

It is our hope that a unified Adirondack report will remind state officials that the Adirondack Park is a national treasure -- one that demands protection beyond the measures that are adequate in other parts of the state. The report demonstrates that the current clean water infrastructure need for Adirondack communities has reached a critical stage. More than $100 million in wastewater infrastructure needs have been identified over the next five years.

The aging clean water infrastructure in Adirondack communities serves 130,000 year-round residents, 200,000 seasonal residents, and 10 million visitors every year. The burden of paying for maintenance, repairs or improvements for these heavily-used systems falls upon very small, rural municipalities. At the Adirondack Council, we recognize that this burden cannot, and should not, be taken on by local governments alone. We believe a State and local partnership is essential to meet these needs.

As the enclosed report outlines, an important partnership has evolved to address these needs by providing clean water infrastructure grant funds to Adirondack communities through the Water Infrastructure Improvement Act of 2015. The state budget appropriations made to this program and the financing provided by the NYS Environmental Facility Corporation (EFC) have made it possible for a number of Adirondack communities to make infrastructure improvements.

Our research has found that the clean water grants already allocated have allowed communities to move forward both in wastewater treatment and drinking water system capital improvements that would not have been possible otherwise. These investments provide a direct and vital improvement to the environment, the economy and the quality of life in the Adirondacks.

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However, the grants awarded to date have barely scratched the surface of local needs. Therefore, we stand in support of Governor Cuomo's proposal to increase funding state-wide to the Water Infrastructure Improvement Act to $2 billion over the next five years, and to provide at least $5 million of this to protect water from the negative impacts of road salt. We also applaud proposals from majority members in both the Senate and Assembly to provide $5 billion for clean water infrastructure.

As is so often the case, we will need to make it clear to state officials that these funds are needed and desired by local communities. We look forward to working with you to promote this program as well as other funding proposals so that the clean water infrastructure needs in your community -- and throughout the Adirondack Park -- can be addressed.

We urge you to make your needs known to the EFC as it seeks applications for new grants this summer. If your application is already pending, we urge you to work with the staff of EFC to update it.

In addition, the NYS Dept. of Environmental Conservation has a Water Quality Improvement Program (WQIP) that also provides smaller-scale grants to communities in the Park. It is expected to seek another round of applications later in 2017.

The Adirondack Council would like to work with you to provide any assistance we can and support your applications. To that end, our Clean Water program coordinator David Miller is available to discuss these issues with you and update the information in our report to ensure we are reporting up-to-date and accurate figures. You or your staff can contact me at the Adirondack Council office, or contact David directly at his email -- dmille12@nycap.rr.com.

Together, we can meet the infrastructure needs of your community, keep our Adirondack waters pure, and build a mutually beneficial relationship that can help us tackle even tougher issues in the years ahead.

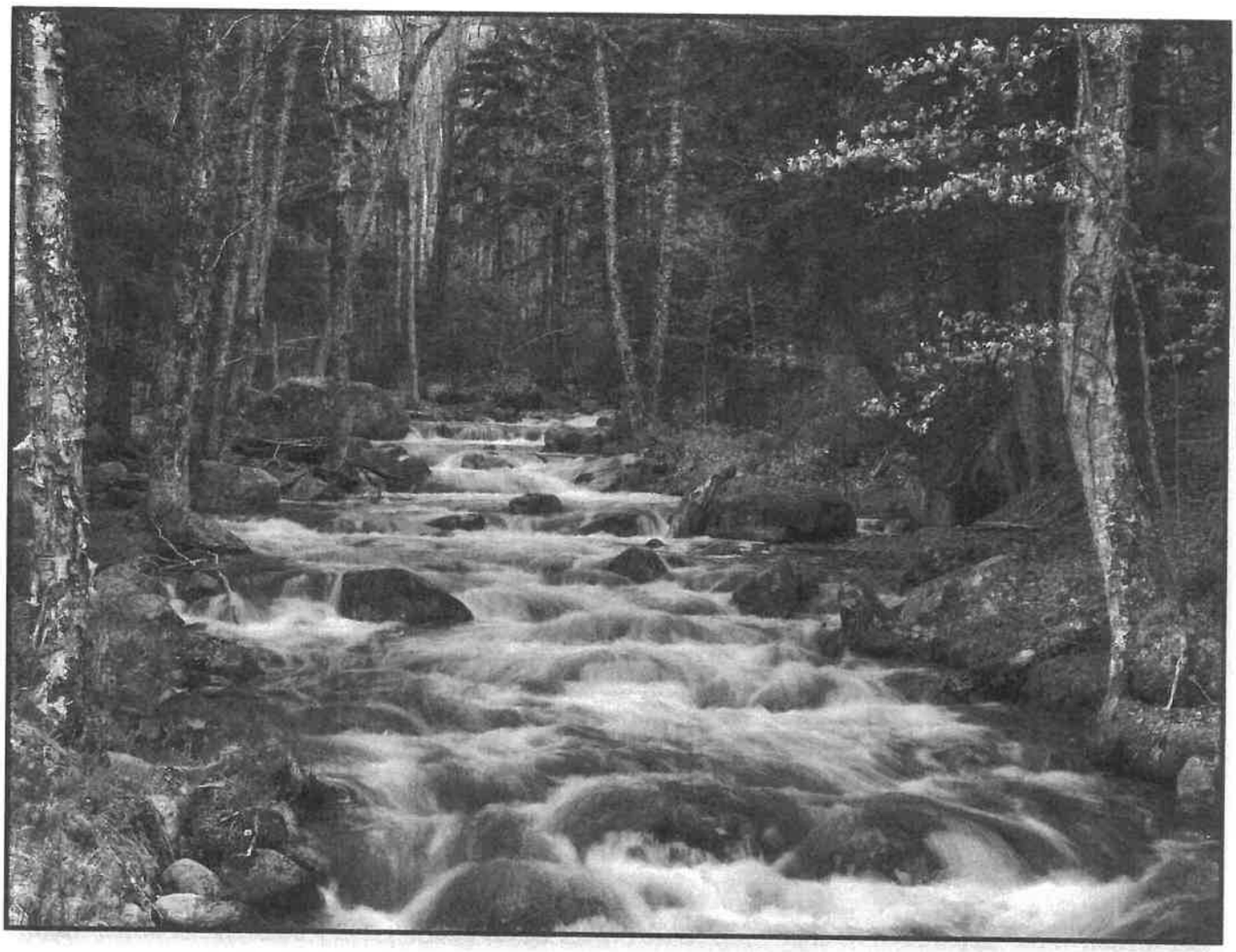
Thank you for your support of clean water and your dedication to the needs of your community.

Sincerely,

William C. Janeway
Executive Director

Paul,
It's good to see Tupper Lake getting some of these grant funds.

Clean Water Infrastructure in the Adirondack Park:
Crisis or Opportunity



ADIRONDACK COUNCIL

Report by the Adirondack Council: Fall 2016

Clean Water Infrastructure in the Adirondack Park: *Crisis or Opportunity*

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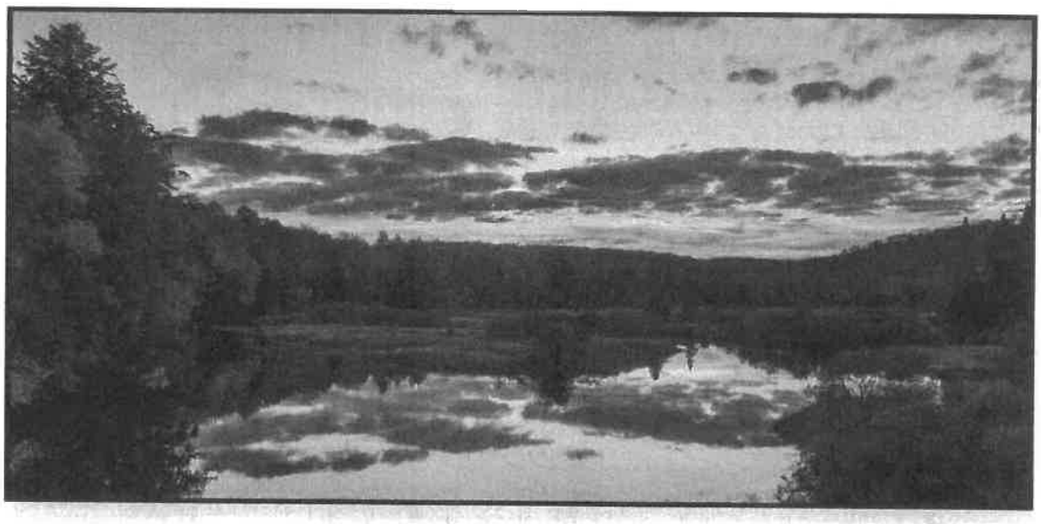
The mission of the Adirondack Council is to ensure the ecological integrity and wild character of the Adirondack Park for current and future generations. We envision an Adirondack Park with clean water and air and large wilderness areas, surrounded by working forests and farms and vibrant local communities.

Using science, we ***educate*** the public and policymakers; ***advocate*** for regulations, policies and funding to benefit the Park's environment and communities; ***monitor*** proposals, legislation and policies impacting the Park; and, when necessary ***take legal action*** to uphold constitutional protections and agency policies established to protect the Adirondack Park.

Cover: Bear Brook. Photo © Carl Heilman II/Wild Visions, Inc.



The Moose River. Photo © Carl Heilman II/Wild Visions, Inc.

Clean Water Infrastructure in the Adirondack Park

Crisis or Opportunity

The Adirondacks are known for its pure waters and abundant recreation, but both are threatened due to its aging wastewater infrastructure. With many of the communities' wastewater plants built decades ago, failing systems are allowing pollution to enter our pristine waterways. These plants and the collection systems are degraded and can no longer adequately treat the human effluent they receive.

This report provides not only an assessment of the crisis but also a road map to provide solutions. The Council's objective is to explore and help all the constituents understand the problem, figure out what work needs to be done to fix it, to help further develop funding sources to pay for it, and to ultimately make sure the work gets done. Beyond clean water, this work will bring construction jobs to our communities, protect the tourism and vacationing businesses that depend on clean water and permit hamlet centric development that requires associated infrastructure.

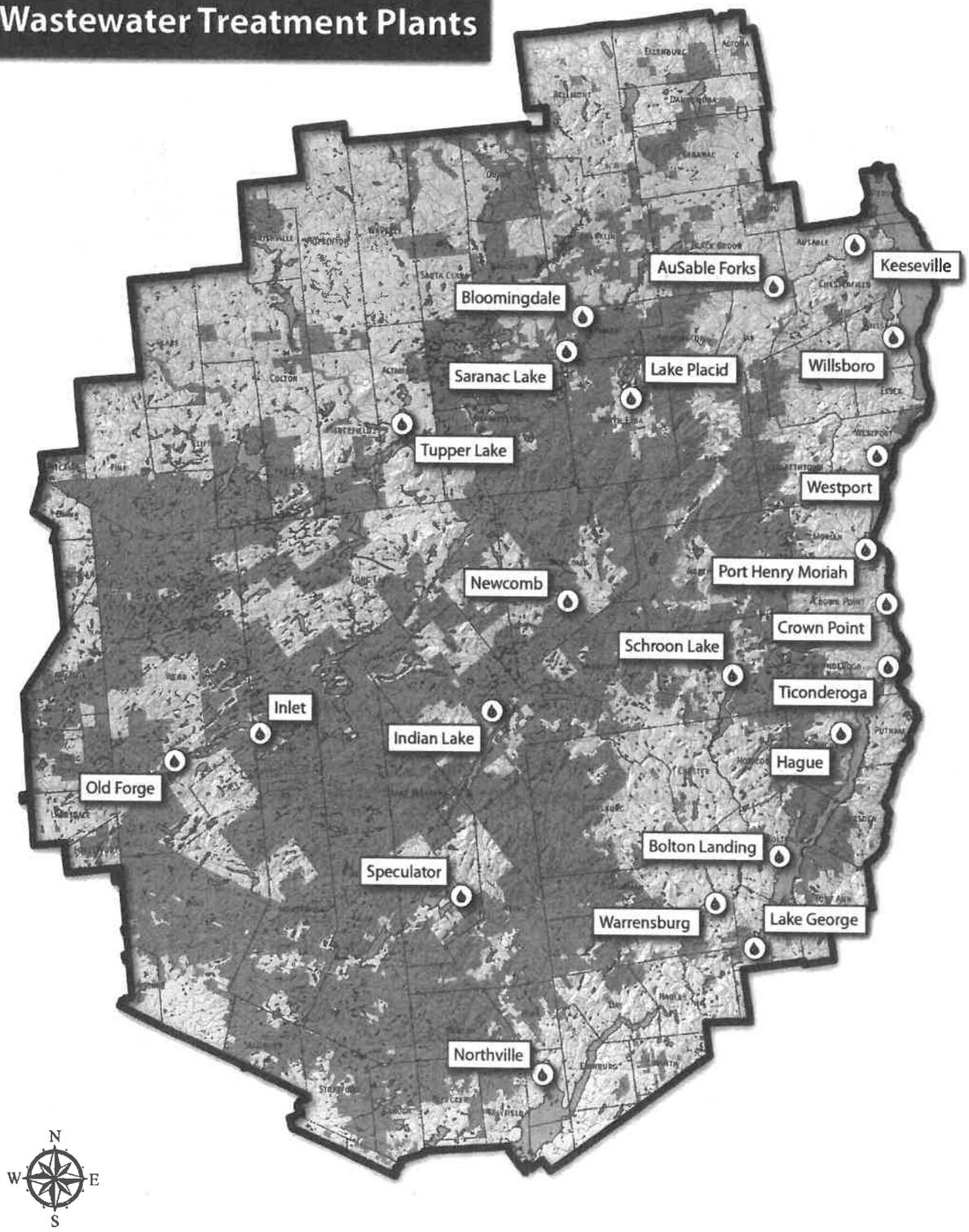
Now is the time to invest in clean water in a sustainable way to ensure all Clean Water Act violations are eliminated and clean water goals are achieved. We must work with communities while increasing state resources so the infrastructure needs of the Park are met and our water resources protected. Together, we can ensure these clean water facilities provide the benefits needed for all residents of and visitors to the Adirondack Park.

ADIRONDACK COUNCIL

Thank you,

William C. Janeway
Executive Director

Adirondack Community Wastewater Treatment Plants



Introduction:

Community of Elizabethtown. Photo: Adirondack Council Staff

The clean water in and flowing from New York's globally unique six-million-acre Adirondack Park, including the Hudson and four other major rivers, is at risk. A commitment to the protection of Adirondack waters that generations of New Yorkers have made since the mid-19th century needs to be renewed. The Adirondack Clean Waters program will secure a new level of commitment to comply with the letter and spirit of the Clean Water Act and incentivize state and other investments of newly available funds in clean water infrastructure.

Adirondack waters are filtered at their source by the millions of acres of state lands constitutionally protected as "Forever Wild." But the same waters are threatened by pollution from failing wastewater treatment systems, illegal discharges and the excessive use of road salt. All public and private facilities that discharge into the waters of the state should comply with their own Clean Water Act permits and restrictions.

Failing wastewater treatment plants, that in some cases were built decades ago, have put the pristine waters of the Adirondacks at risk. These plants are outdated and over capacity in some cases leading to violations in the Clean Water Act and resulting in impaired uses of the waterways in the Park. Not only are the Adirondack Park's ecological treasures threatened but also the tourism its communities rely on.

Aging infrastructure, a struggling upstate economy and a limited tax base have all placed financial burden on local government and small businesses to meet their responsibilities in protecting clean water. These waters of the Adirondack Park are the life blood of the Park's ecosystem, economy and deep-rooted culture, and their degradation cannot go unchecked. Any contamination of Adirondack waters threatens the Adirondack Park and communities that lie downstream. The goal is to ensure that all are in compliance with Clean Water Act requirements, Clean Water State Pollution Discharge Elimination System (SPDES) permits and where appropriate, compliance agreements.

Currently, there is an unprecedented opportunity for New York State to meet this challenge. When the New York State Water Infrastructure Improvement Act of 2015 was signed into law it provided grant funds to communities statewide for wastewater and drinking water infrastructure improvements. The program has a cap of $5 million per municipality and/or county for wastewater capital projects to ensure that small rural communities get their fair share. When coupled with low interest loans and technical assistance, the Environmental Facilities Corporation (NYSEFC), the Department of Environmental Conservation (NYSDEC) and in some instances the Department of Health (NYSDOH) are in the position to help Adirondack communities meet their infrastructure needs.

When Governor Andrew Cuomo announced increased clean water funding in his January 2016 budget proposals, the Council was there and stated: "The clean water grants will help to relieve the heavy burden of maintaining modern, multi-million-dollar wastewater systems in towns that have only a few hundred taxpayers. These grants can close the gap between what is needed to protect water quality and what local taxpayers can afford." With the statewide Clean Water Infrastructure Fund already allocating $250 million of the $425 million available, the Adirondack Council's Clean Waters program will highlight these infrastructure needs in the Park and make them a priority for state and local government support and action.

Summary of Clean Water Infrastructure Needs in the Adirondacks:

In December of 2015 (Round One), New York State distributed $75 million in its first Clean Water Infrastructure grants program statewide. In the Adirondack Park, the following grant and loan awards were given to two Adirondack communities. They received $2,497,576 in grants and $7,492,728 in NYS EFC low interest financing in Round One. This made for a total of $9,990,304 in clean water infrastructure project costs.

Local Government	Grant	Financed Loan	Estimated Total Project Cost
Willsboro	$746,326	$2,238,978	$2,985,304
Saranac Lake	$1,751,250	$5,253,750	$7,005,000
Total Amounts	$2,497,576	$7,492,728	$9,990,304

In Round Two of the program's funding cycle which ended in June of 2016, more Adirondack communities put forward applications to get the needed dollars for their clean water projects. In August of 2016, New York State distributed an additional $175 million statewide and two more Adirondack communities received grants and financing for their Wastewater Treatment Plant applications. Combined they received $2,426,250 in grants for projects with a total cost of $9,705,000. They included:

Local Government	Grant	Financed Loan	Estimated Total Project Cost
Elizabethtown	$2,137,500	$6,412,500	$8,550,000
Lake Placid	$288,750	$866,250	$1,155,000
Total Amounts	$2,426,250	$7,278,750	$9,705,000

In summary, Adirondack communities received a total of $4,923,826 in grant funding and $14,771,478 in state EFC financing for Wastewater Treatment plants and sewer systems from the first two rounds of the Water Infrastructure Improvement Act. These four community projects, when local capital funds were included, totaled $19,695,304 in estimated total project costs. While the grants were essential in moving the projects forward, clean water grants for wastewater can only account for 25 percent of the total project costs.

In addition, three Adirondack communities received grants for drinking water facility projects totaling $5,043,662. These communities also received an additional $5,917,583 in low interest loans. In total, Adirondack communities received $9,967,488 in clean water grants from Round One and Two of the program. The drinking water infrastructure portion of the program has a $3 million cap for local projects up to 60 percent of the eligible project costs. Even with these grants awarded, the Adirondack Council found that these investments just scratch the surface of the overall need in the Park.

To gain a better understanding of the total need in the region, the Adirondack Council reached out to over twenty communities with wastewater treatment facilities in the Adirondack Park and surveyed their needs. The Adirondack Council asked communities if they applied in Round Two of the program, if they would apply in the future for additional needs and if they would like support to help them with their applications in the future. Four of these communities received wastewater grants as outlined above but many more applied and provided estimates of their need. Some communities like Lake Placid who received a modest grant in Round 2, have much more work ahead of them and expect additional grant applications. In addition, the Council turned to reports and documents of the NYS Environmental Facilities Corporation including their Draft Clean Water State Revolving Fund Intended Use Plan to document further needs.

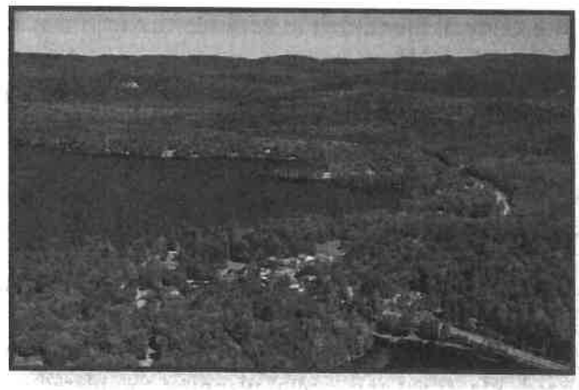
The Council found that in addition to the grants awarded to Adirondack communities in Round One and Two of the Clean Water Infrastructure program, there remains significant additional wastewater infrastructure needs in the region. For example, Lake George applied but did not receive a grant for $4.5 million in Round Two for water treatment plant upgrades with a total cost of $17.2 million for the project. They plan on applying again in 2017 during Round Three of the program and desperately need grant funds to move their project forward. For some communities, Round Three will be their first opportunity to apply, after the completion of the needed studies and other documentation for their application.

Based on this report's findings, current total project cost estimates for wastewater treatment facility infrastructure investments needs for Adirondack communities exceeds $100 million. While these figures represent current needs, it is important to note over the next five years estimates will continue to grow with new needs identified and capital planning completed. Below is a list of the communities and their current wastewater infrastructure needs.

Local Government	Future Needs/ Est. Project Costs	Grant Amount Requested
Lake George	$17,200,000	$4,500,000
Speculator	$3,000,000	$500,000
Ticonderoga	$6,800,000	$1,000,000
Keeseville	$7,275,000	$1,818,750
Old Forge (Webb)	$7,000,000	$875,000
Crown Point	$2,461,187	$428,000
Northampton	$5,927,000	unknown
Saranac Lake	$6,107,000	unknown
St. Armand	$8,622,000	unknown
AuSable Forks (Jay)	$4,740,000	unknown
Warrensburg	$3,110,000	unknown
Inlet	$975,000	unknown
Lake Placid	$6,950,000	unknown
Port Henry	$2,689,000	unknown
Moriah	$7,130,000	unknown
Tupper Lake	$5,092,000	unknown
Willsboro	$6,850,304	unknown
Hague	$2,102,000	unknown
Total Cost Estimates:	$104,030,491	$9,121,750

Communities such as Schroon Lake and Newcomb are without plans to apply for grants at this time or for the foreseeable future since they recently invested in new wastewater treatment systems. The Town of Elizabethtown recently received grant funds and financing to build its first wastewater treatment system. In addition, there are several other communities in the Adirondack Park that have not responded to requests for information. The Council will continue to reach out to all communities to understand their current and future Clean Water Infrastructure needs.

Conclusion:



Community of Inlet. Photo © Carl Heilman II/Wild Visions, Inc.

In conclusion, the New York State Clean Water Grant program is vital to protecting this national treasure, the Adirondack Park. For almost 50 years, the Clean Water Act has provided the parameters for fishable and swimmable waters as well as protecting resources that provide communities with drinking water. In the early days, communities had federal construction grant funds to create their wastewater treatment facilities, but now many of them are out of compliance and/or have aged beyond their effectiveness. In the Adirondack Park, there are currently seven communities under consent orders by the NYSDEC for violations in their wastewater facilities' operations, further demonstrating the need for assistance to communities in the Park. Additional complex issues threatening the water quality of the Adirondack Park range from acid rain to more localized non-point sources of contamination. Run-off concerns include salt contamination from use and storage facilities as well as decentralized treatment systems, all of which contribute to the impairments Adirondack waters face. Emerging issues such as invasive species also play a role in the health of Adirondack lakes, rivers and streams thus adding to the mix of complex management solutions.

Furthermore, several Adirondack communities also have drinking water infrastructure improvement needs which add to their local burden and to their need for state grant assistance and financing. Non-point issues like road salt application and management practices pose a threat to drinking water quality as well as to the Park's ecological systems. Programs at NYSDEC such as the Water Quality Improvement Program (WQIP) need adequate funding each year to help address these issues in the Park particularly in the area of capital investments for controls, best management practices, and restoration efforts.

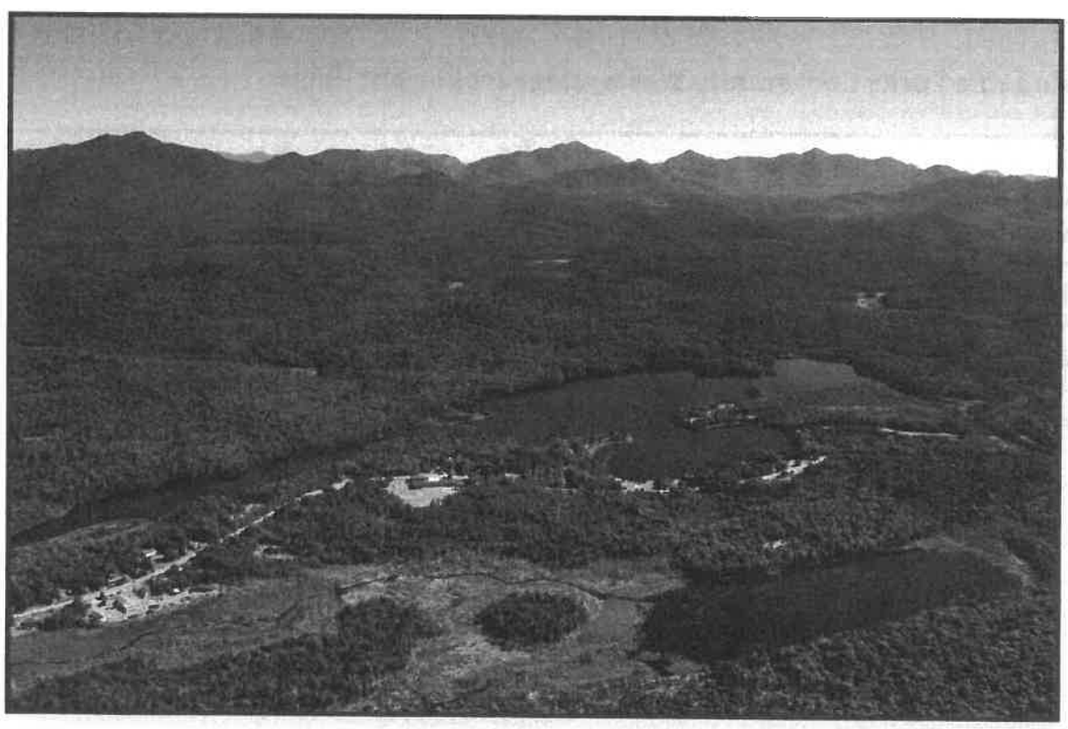
Recognizing all of these issues, the primary focus of this clean water infrastructure report is on publically-owned wastewater treatment plants. As stated, many are in need of repair and in some cases replacement. To date, the overall projected needs for the planned and multi-year wastewater treatment projects currently identified for communities in the Adirondack Park exceed $100 million. This is in addition to the close to $20 million in projects that are already underway. There are also additional long-term wastewater and drinking water infrastructure needs in the Adirondack Park that the Environmental Protection Agency's (USEPA) 2014 Clean Waters Needs Assessment Report and NYSEFC's own Clean Water Infrastructure Report findings identified. Over the next five to ten years, these wastewater and drinking water infrastructure needs for Adirondack communities can be extrapolated well into the hundreds of millions of dollars. Adequate technical assistance and planning will be needed to help communities meet these needs before they become an environmental problem.

One of the issues that these assessments have crystalized is the need for on-going and increased capital planning and engineering assistance from the state to support small communities that do not have the capacity to do this critical work on their own. In order to garner a true understanding of the magnitude of need in the Adirondack Park, communities must obtain resources in order for their infrastructure projects to be project ready. Project readiness involves asset planning, engineering, environmental reviews, professional services contracts, and approved financing components; all of which take expertise and resources. It is critical that state programs for engineering assistance and new pilot state programs for adaptive wastewater facility planning and management be made a priority for these rural communities in the Park. More state resources are needed for these Adirondack communities so they will be able to move their projects forward and be considered for future infrastructure grants and financing.

The New York State Water Infrastructure Improvement Act of 2015 and its annual appropriations is clearly the most important funding stream available today to help Adirondack communities to address their wastewater treatment plant needs and protect the very resource that they rely on for their economic and environmental future. The Adirondack Council calls upon all Adirondack communities in need of funding to apply in Round Three for NYS Clean Water Grants program and to apply for technical engineering assistance where needed. For those communities that have received grants or have recently built new wastewater facilities like Newcomb, asset management and adaptive management support is critical to maintaining facility operation and effectiveness.

Furthermore, the Adirondack Council calls upon the Governor and State Legislature to continue their leadership on this issue by reauthorizing the Water Infrastructure Improvement Act into a permanent program and adding at least $800 million statewide in the 2017-2018 state budget. Based on past allocations, Round Three applications and the resulting awards statewide will exhaust the remaining $175 million in funds available for this clean water grant program while the need statewide remains in the billions.

This report demonstrates that the grants coming to the Adirondacks from this clean water fund are an important step forward in protecting our water bodies and public health. It is critical that this grant funding program continue and grow while providing more technical assistance to Adirondack communities. Now is not the time to stop those investments if the environmental and economic needs of Adirondack communities are to be truly met. The time for investment is now, for the Adirondack waters and the communities that are at risk.



Community of Newcomb. Photo © Carl Heilman II/Wild Visions, Inc.

Appendix A: Survey Results from Adirondack Communities regarding their Clean Water Infrastructure Needs (Summer 2016)

Methodology:

The Adirondack Council started the research process by reaching out to community leaders in the Park through the mail. Letters were sent to 20 different communities describing the different clean water grant programs available in New York State and explaining the Council's position of support for the Adirondack communities to get their fair share of the funds. As these letters went out, we took information from the SPDES permits for the wastewater treatment plants in each of these same communities about the names and locations of the plants, the local government operators, and discharge information. This basic information was supplemented with information from Environmental Facilities Corporation (EFC) Draft 2017 Clean Water State Revolving Fund Intended Use Plans (CWSRF IUP). Phone calls were then made to the local contact person for additional information on their wastewater infrastructure plants, current needs and past work that has been done. In some instances, towns like Elizabethtown currently are moving forward to build their first treatment plant. While noted in the narrative of the report, they are not included in the charts of existing facilities that follows.

After compiling this information, the needs of the communities could be analyzed, compared and tabulated to get a better understanding of the wastewater infrastructure needs facing Adirondack communities.

Research and Community Survey Results by Wastewater Facility in the Adirondacks:

1. AuSable Forks Community Wastewater Treatment Plant

Local Government Operator:	Towns of Black Brook and Jay
Discharge:	Surface discharge into AuSable River
Water Quality Class C- Best Use:	Fishing and Non-Contact Activities
Recent Work That Has Been Done:	N/A
Current Grant Applications:	No current applications • Plans to apply for NYS EFC Round 3
Future Needs:	• Updates to water distribution and storage tank • Sewage treatment plant needs to be rebuilt
Estimated Project Costs:	• Draft CWSRF IUP estimates **$4,740,000** for sewage treatment plant rebuild
IUP Classifications:	Category A- population 3,500 or less Score: 23
Consent Orders / Compliance Issues:	N/A

2. Town of Bolton Wastewater Treatment Plant

Local Government Operator:	Town of Bolton
Discharge:	Groundwater discharge
Water Quality Class C- Best Use:	Class GA- Fresh Groundwater
Recent Work That Has Been Done:	
Current Grant Applications:	
Future Needs:	Stop nonpoint source pollution in the Finkle Brook Dredge
Estimated Project Costs:	**$530,000** for nonpoint source pollution
IUP Classifications:	Category A- population 3,500 or less Score: 87
Consent Orders / Compliance Issues:	N/A

3. Crown Point Sewer District #1 Wastewater Treatment Plant

Local Government Operator:	Town of Crown Point
Discharge:	Surface Discharge into Lake Champlain
Water Quality Class C- Best Use:	Class B- Best Use: Public Swimming and Contact Recreation Activities
Recent Work That Has Been Done:	Have received DEC funds in the past
Current Grant Applications:	NYS EFC Clean Water grant program (Round 2) • $428,000 • Sewer planning for de-chlorination
Future Needs:	• Large water system project and also needs new sewer plant upgrades with financial support
Estimated Project Costs:	Draft CWSRF IUP estimates **$2,461,187**
IUP Classifications:	N/A
Consent Orders / Compliance Issues:	N/A

4. Indian Lake Sewer District #1 Wastewater Treatment Plant

Local Government Operator:	Town of Indian Lake
Discharge:	Surface discharge into Cedar River
Water Quality Class C- Best Use:	Class B(T): Best Use- Public Swimming and Contact Recreation Activities, Protected Stream-Trout Population
Recent Work That Has Been Done:	No information at this time.
Current Grant Applications:	
Future Needs:	
Estimated Project Costs:	
IUP Classifications:	
Consent Orders / Compliance Issues:	N/A

5. Town of Inlet / Hamlet of Inlet Wastewater Treatment Plant

Local Government Operator:	Town of Inlet / Hamlet of Inlet
Discharge:	Surface discharge into Fifth Lake Outlet Channel
Water Quality Class C- Best Use:	Class A: Best Use- Drinking Water
Recent Work That Has Been Done:	N/A
Current Grant Applications:	No current application
Future Needs:	• Updates needed on collector and sanitary sewers
Estimated Project Costs:	Initial cost estimates • **$975,000** for collector and sanitary sewers
IUP Classifications:	Category A- population 3,500 or less Score: 31
Consent Orders / Compliance Issues:	N/A

6. Keeseville Wastewater Treatment Plant

Local Government Operator:	Town of AuSable (previously Village of Keeseville)
Discharge:	Surface discharge into AuSable River
Water Quality Class C- Best Use:	Class C- Best Use: Fishing and Non-Contact Activities
Recent Work That Has Been Done:	$667,000 coming in for UV treatment
Current Grant Applications:	NYS EFC Clean Water grant program (Round 2) • Collection project • Hope to start project in 2018
Future Needs:	• UV treatment for wastewater • Collection and sanitary sewer upgrades • Infiltration and inflow corrections • Overall, very poor infrastructure, but expect to be in huge debt after UV treatment and collection projects
Estimated Project Costs:	Draft CWSRF IUP estimates **$7,263,000** for collection project and hopes to qualify for 25 percent in grants
IUP Classifications:	Category A- population 3,500 or less Score: 49
Consent Orders / Compliance Issues:	Under NYS DEC consent order for updates to wastewater treatment plant

7. Village of Lake George Wastewater Treatment Plant

Local Government Operator:	Village of Lake George
Discharge:	Groundwater Discharge
Water Quality Class C- Best Use:	Class GA- Fresh Groundwater
Recent Work That Has Been Done:	Have spent over $5 million on several plant upgrades recently
Current Grant Applications:	NYS EFC Clean Water grant program (Round 2) • $4.5 million For water treatment plant upgrades
Future Needs:	• Install batch reactor to reduce nitrates and other pollutants • Construction of a new wastewater treatment plant- the current one was built in the 1930s
Estimated Project Costs:	• Draft CWSRF IUP estimates **$17.2 million** and seeking $4.5 million in total state grant funding
IUP Classifications:	Category A- population 3,500 or less Score: 41
Consent Orders / Compliance Issues:	Under a NYS DEC consent order to remove nitrates

8. Lake Placid (V) Water Pollution Control Plant

Local Government Operator:	Village of Lake Placid
Discharge:	Surface discharge into Chubb River
Water Quality Class C- Best Use:	Class C: Best Use- Fishing and Non-Contact Activities
Recent Work That Has Been Done:	Received NYS EFC GIGP grant funding in the past
Current Grant Applications:	NYS EFC GIGP grant program for storage upgrades
Future Needs:	• Improvements on water line, sewer line, and storm water line • Need to upgrade drinking water system • Gathering funding to completely update Main Street- including the primary water lines which are under Main Street (need NYS DOT involvement) • Deflect runoff that is currently contaminating Mirror Lake with road salt further downstream where there will be lesser impact (Mirror Lake-the center of recreational activities in the summer- is in the 97th percentile of Adirondack lakes at risk) • Sewer replacement
Estimated Project Costs:	• Draft CWSRF IUP estimates **$6,950,000**
IUP Classifications:	Category A- population 3,500 or less Score: 48
Consent Orders / Compliance Issues:	• Under mandates to improve Main Street sewers • NYS DEC consent order has been in place since 2004

9. Winebrook Hills Sewer District Wastewater Treatment Plant

Local Government Operator:	Town of Newcomb
Discharge:	Surface discharge into Winebrook
Water Quality Class C- Best Use:	Class C(T): Best Use- Fishing and Non-Contact Activities, Protected Stream- Trout Population
Recent Work That Has Been Done:	There is a project going on- did not share details
Current Grant Applications:	No current applications
Future Needs:	New Facility
Estimated Project Costs:	None at this time
IUP Classifications:	N/A
Consent Orders / Compliance Issues:	N/A

10. Town of Northampton Wastewater Treatment Plant

Local Government Operator:	Town of Northampton
Discharge:	Surface Discharge into Sacandaga Reservoir
Water Quality Class C- Best Use:	Class B: Best Use- Public Swimming and Contact Recreation Activities
Recent Work That Has Been Done:	N/A
Current Grant Applications:	CFA (Consolidated Funding Application) under NYS DEC Water Quality Improvement Program • $25,000-50,000 • Take gray water that currently goes into the river and use it to irrigate golf course instead
Future Needs:	• Need repairs for both water and sewer systems • Infiltration and inflow correction
Estimated Project Costs:	Draft CWSRF IUP estimates $5,927,000 for sewer system repairs. Struggle getting money because of the small size of the system.
IUP Classifications:	Category A- population 3,500 or less Score: 34
Consent Orders / Compliance Issues:	N/A

11. Old Forge Sewer District Wastewater Treatment Plant

Local Government Operator:	Town of Old Forge
Discharge:	Surface discharge into the middle branch of Moose River
Water Quality Class C- Best Use:	Class C: Best Use- Fishing and Non-Contact Activities
Recent Work That Has Been Done:	N/A
Current Grant Applications:	NYS EFC Clean Water grant program (Round 2) • $875,000 • Replacement of water storage tank
Future Needs:	• Draft CWSRF IUP estimates **$7,000,000** • Upgrades to the wastewater treatment plant and the dewatering system as well as the need that screw pumps need replacement
Estimated Project Costs:	Not sure of total- engineers are in the planning stages
IUP Classifications:	N/A
Consent Orders / Compliance Issues:	N/A

12. Port Henry / Town of Moriah Joint Wastewater Treatment Plant

Local Government Operator:	Village of Port Henry and Town of Moriah
Discharge:	Surface Discharge into Lake Champlain
Water Quality Class C- Best Use:	Class A: Best Use- Drinking Water
Recent Work That Has Been Done:	N/A
Current Grant Applications:	No current applications
Future Needs:	• Inflow and infiltration correction in sewer system • Wastewater system is extensive and aged- needs to be updated • Sewer rehabilitation and sewer replacement
Estimated Project Costs:	• Draft CWSRF IUP estimates **$2,689,000** for Port Henry and **$7,130,000** for Moriah • Upfront costs are prohibitive- can't afford to push sewer rates up and deal with the debt of taking on the projects
IUP Classifications:	Port Henry: Category D- municipality has received written confirmation from the corporation that it qualifies for a reduced interest rate direct financing because of financial hardship Score: 2097 Moriah: Category B- population greater than 3,500 Score: 61
Consent Orders / Compliance Issues:	• Under NYS DEC consent order for updates on wastewater treatment plant

13. Village of Saranac Lake Water Pollution Control Plant

Local Government Operator:	Village of Saranac Lake
Discharge:	Surface discharge into Saranac Lake
Water Quality Class C- Best Use:	Class C: Best Use- Fishing and Non-Contact Activities
Recent Work That Has Been Done:	Received $1,751,250 for Dorsey Street Sanitary Sewer Improvements • To plan, design, and construct collection system improvement to minimize inflow and infiltration
Current Grant Applications:	• Current funds available of $7,005,000 for inflow and infiltration correction (total cost of project for which the grant was received)
Future Needs:	• Continue project to plan, design, and construct collection system improvement to minimize inflow and infiltration and improve water quality • Rehabilitation of sewer system • Make improvements to sewage treatment plant
Estimated Project Costs:	• Draft CWSRF IUP estimates new needs totaling **$6,107,000** including $2,014,956 for sewer rehabilitation and $3,107,000 for sewage treatment plant improvements
IUP Classifications:	Infiltration and Inflow Correction: Category D- municipality has received written confirmation from the corporation that it qualifies for a reduced interest rate direct financing because of financial hardship Score: 1063 Sewer Rehabilitation: Category B- population greater than 3,500 Score: 33 Sewage Treatment Plant Improvement: Category D- municipality has received written confirmation from the corporation that it qualifies for a reduced interest rate direct financing because of financial hardship Score: 1048
Consent Orders / Compliance Issues:	N/A

14. Schroon Lake Wastewater Treatment Plant

Local Government Operator:	Town of Schroon
Discharge:	Surface discharge into Schroon Lake
Water Quality Class C- Best Use:	Class AA: Best Use- Drinking Water
Recent Work That Has Been Done:	• Full wastewater plant updated 10 year ago • New water treatment plant built 8 years ago • Spent about $5 million (still paying it off)
Current Grant Applications:	No current application
Future Needs:	No projects needed in the foreseeable future
Estimated Project Costs:	No projects needed in the foreseeable future
IUP Classifications:	N/A
Consent Orders / Compliance Issues:	N/A

15. Village of Speculator Wastewater Treatment Plant

Local Government Operator:	Village of Speculator
Discharge:	Surface discharge into the Sacandaga River
Water Quality Class C- Best Use:	Class C: Best Use- Fishing and Non-Contact Activities
Recent Work That Has Been Done:	N/A
Current Grant Applications:	NYS EFC Clean Water Grant (Round 2) • About $500,000 • Updates to WWTP
Future Needs:	• Many updates to wastewater treatment plant • Collector and sanitary sewer upgrades
Estimated Project Costs:	• Draft CWSRF IUP estimates $3,000,000 for projects to refurbish wastewater treatment plant and for collector and sanitary sewer upgrades • Have struggled to get grants in the past
IUP Classifications:	Category A- population 3,500 or less Score: 31
Consent Orders / Compliance Issues:	N/A

16. Ticonderoga Sewer District #5 Water Pollution Control Plant

Local Government Operator:	Town of Ticonderoga
Discharge:	Surface discharge into La Chute River
Water Quality Class C- Best Use:	Class D: Does Not Support Drinking, Public Swimming, Contact Recreation Activities, Fishing, or Non-Contact Activities
Recent Work That Has Been Done:	Has received $2 million in NYS EFC grants for water supply infrastructure upgrades
Current Grant Applications:	NYS EFC Grant for drinking water (Round 2) • $1 million for water supply infrastructure • Plans to apply for more funds in the future
Future Needs:	• Combined sewer overflow control, treatment, and conveyance • Sewer separation • Sewer treatment plant improvement
Estimated Project Costs:	Draft CWSRF IUP estimates current needs at **$6,800,000**
IUP Classifications:	Category D- municipality has received written confirmation from the corporation that it qualifies for a reduced interest rate direct financing because of financial hardship Score: 1034
Consent Orders / Compliance Issues:	N/A

17. Tupper Lake Water Pollution Control Plant

Local Government Operator:	Village of Tupper Lake
Discharge:	Surface discharge into Raquette Pond
Water Quality Class C- Best Use:	Class B: Best Use- Public Swimming and Contact Recreation Activities
Recent Work That Has Been Done:	Received both grants and loans for a $6.2 million drinking water project
Current Grant Applications:	No current applications • Plans to apply for NYS EFC Round 3- currently finishing engineering report
Future Needs:	• Make expansions on sewage treatment plant • Update collector and sanitary sewer • Force main and pump station rehabilitation
Estimated Project Costs:	• Draft CWSRF IUP estimates $5,092,000 with • $2,901,000 for sewage treatment plant expansion • $1,178,000 for collector and sanitary sewer updates • $1,013,000 for force main and pump rehabilitation
IUP Classifications:	Sewage Treatment Plant Expansion: Category A- population 3,500 or less Score: 34 Collector and Sanitary Sewer Updates: Category A- population 3,500 or less Score: 26 Force Main and pump station rehabilitation: Category A- population 3,500 or less Score: 34
Consent Orders / Compliance Issues:	N/A

18. Town of Warrensburg Sewage Treatment Plant

Local Government Operator:	Town of Warrensburg
Discharge:	Surface discharge into Schroon Lake
Water Quality Class C- Best Use:	Class C: Best Use- Fishing and Non-Contact Activities
Recent Work That Has Been Done:	
Current Grant Applications:	unknown
Future Needs:	
Estimated Project Costs:	• Draft CWSRF IUP estimates **$3,111,000** with $2,010,000 for collector and sanitary sewer upgrades and $1,100,000 for sewage treatment plant rehabilitation
IUP Classifications:	Collector/Sanitary Sewer Upgrades: Category A- population 3,500 or less Score: 31 Sewage Treatment Plant Rehabilitation: Category A- population 3,500 or less Score: 36
Consent Orders / Compliance Issues:	N/A

19. Westport Sewer District No. 1 Wastewater Treatment Plant

Local Government Operator:	Town of Westport
Discharge:	Surface discharge into Lake Champlain
Water Quality Class C- Best Use:	Class A: Best Use- Drinking Water
Recent Work That Has Been Done:	• Majorly updated the plant about 8 years ago (still lots to be done) • Recently spent about $400,000 on UV system upgrades
Current Grant Applications:	No current application • Looking into NYS EFC grants for the future
Future Needs:	• Sewer system upgrades
Estimated Project Costs:	• Have applied for engineering grant and future project cost expected well into the millions. • Hard to get funds because only about 60 people are serviced by this plant
IUP Classifications:	N/A
Consent Orders / Compliance Issues:	N/A

20. Willsboro Sewer District #1 Wastewater Treatment Plant

Local Government Operator:	Town of Willsboro
Discharge:	Surface discharge into Boquet River
Water Quality Class C- Best Use:	Class C(T): Best Use- Fishing and Non-Contact Activities, Protected Stream- Trout Population
Recent Work That Has Been Done:	Received NYS EFC Round One grant for $746,326 • WWTP upgrades • Collection system tie-in design • Construct WWTP improvements to protect water quality in Lake Champlain
Current Grant Applications:	No current application: Future engineering plans are in place, but they are not ready yet
Future Needs:	Engineering planning going on now • Collector and sanitary sewer upgrades • Sewage treatment plant improvement • Construction on water control system- infiltration is a problem
Estimated Project Costs:	• Draft CWSRF IUP estimates **$6,850,304** including $2,985,304 for sewage treatment plant improvements and $3,865,000 for collector and sanitary sewer upgrades
IUP Classifications:	Collector and Sanitary Sewer Upgrades: Category A- population 3,500 or less Score: 31 Sewage Treatment Plant Improvement: Category D- municipality has received written confirmation from the corporation that it qualifies for a reduced interest rate direct financing because of financial hardship: Score: 64
Consent Orders / Compliance Issues:	Consent order calling for new sewage treatment plant

21. St. Armand Sewer District Wastewater Treatment Plant

Local Government Operator:	Town of St. Armand
Discharge:	Surface discharge into Sumner Brook
Water Quality Class C- Best Use:	Class C(T): Best Use- Fishing and Non-Contact Activities, Protected Stream- Trout Population
Recent Work That Has Been Done:	
Current Grant Applications:	
Future Needs:	
Estimated Project Costs:	• Draft CWSRF IUP estimates **$8,622,000** including $4,033,000 for collector/ sanitary sewers rebuild and $4,589,000 for sewage treatment plant rebuild
IUP Classifications:	Collector and Sanitary Sewer Rebuild: Category A- population 3,500 or less Score: 1031 Sewage Treatment Plant Rebuild: Category D- municipality has received written confirmation from the corporation that it qualifies for a reduced interest rate direct financing because of financial hardship Score: 1044
Consent Orders / Compliance Issues:	Under NYS DEC consent order for new Wastewater Treatment Plant updates

22. Town of Hague Sewer District No. 1 Wastewater Treatment Plant

Local Government Operator:	Town of Hague
Discharge:	Groundwater discharge
Water Quality Class C- Best Use:	Class GA- Fresh Groundwater
Recent Work That Has Been Done:	Non-point controls and treatment plant repairs
Current Grant Applications:	unknown
Future Needs:	Non-point controls and treatment plant repairs
Estimated Project Costs:	• Based on discussion with town officials, project costs estimated at **$2,102,000** with $1,652,000 to nonpoint controls for Hague Brook Dredge and $450,000 for sewage treatment plant improvement
IUP Classifications:	Nonpoint Source Pollution: Category A- population 3,500 or less Score: 87 Sewage Treatment Plant Improvement: Category A- population 3,500 or less Score: 41
Consent Orders / Compliance Issues:	Under a NYS DEC consent order for exceeding the state-accepted level of discharged pollutants

Acknowledgement of Sources:

The information in this report was gathered through government reports, public media releases, web based sources, and individuals who provided interviews.

We acknowledge these sources below:

NYSDEC SPEDES Permit System Data Base
USEPA Clean Watersheds Needs Survey of 2012
NYSEFC IUP Annual Report 2015/2016
NYS Environmental Facilities Corporation (EFC) Draft 2017 Clean Water State Revolving Fund Intended Use Plans (CWSRF IUP)
NYSDEC and EFC Public information Announcements on Clean Water Grant Awards
NYS Water Infrastructure Improvement Act of 2015
Adirondack Council News Releases
Local Government Web-Sites for Adirondack Communities

Phone interviews with:

- Town Supervisor Jon Douglass, Town of Black Brook
- Town Supervisor Charles Harrington, Town of Crown Point
- Town Supervisor John Frey, Town of Inlet
- Town Supervisor Sandra Senecal, Town of Ausable
- Mayor Robert Blais, Village of Lake George
- Mayor Craig Randall, Village of Lake Placid
- Town Supervisor Westor Miga, Town of Newcomb
- Town Supervisor James Groff, Town of Northampton
- Town Supervisor Robert Moore, Town of Webb
- Town Supervisor Thomas Scozzafava, Town of Moriah
- Town Supervisor Michael Marnell, Town of Schroon Lake
- Mayor Letty Rudes, Village of Speculator
- Town Supervisor Joseph Giordano, Town of Ticonderoga
- Town Supervisor Michael Tyler, Town of Westport
- Town Supervisor Shaun Gillilland, Town of Willsboro
- Director of Engineering Carrie Tuttle, Development Authority of the North Country

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Photos/Map:

Carl Heilman / Wild Visions, Inc.
Nicole LaBarge, GIS Specialist

Aerial view of the Village of Lake Placid Wastewater Treatment Plant. Photo: Adirondack Council Staff

Clean Water Infrastructure in the Adirondack Park:
Crisis or Opportunity

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Village of Tupper Lake
Board of Trustees
Minutes

Date:	Wednesday, February 15, 2017
Location:	Board Room
Meeting:	Regular 6:00-7:45 PM

At the Regular Meeting of the Board of Trustees held this date, the following were present: Mayor Paul A. Maroun, Trustees Clint Hollingsworth, David Maroun, Village Attorney Nathan Race and Village Clerk/Treasurer Mary A. Casagrain.

Absent from the Regular Meeting was Trustee Ronald LaScala.

Also present were Code Enforcement Officer Peter Edwards, Police Chief Eric Proulx, Water/Wastewater Superintendent Mark Robillard, Electric Superintendent Marc Staves, Fire Chief Carl Steffen, Volunteer Fire Department Members Royce Cole and Nicholas Rolley, Residents Mr. Joseph Hockey and Jan Yaworski and News Reporter Dan McClelland.

Call Regular Meeting To Order

Mayor Maroun called the Regular Meeting to order at 6:00 pm.

Pledge

Pledge of allegiance to the flag and a moment of silence and prayer for the safe return of missing teen Colin Gillis.

Mr. Joseph Hockey Raquette River Brewing Road/Utility Extension Request

Mr. Joseph Hockey with Raquette River Brewing was present to request that the Village Board consider extending the unopened Balsam Street and the utilities in anticipation them purchasing property from the Sarazen family. His request came with a formal asking that the Village consider swapping some of their surplus land in exchange for reclassifying wetlands on the Sarazen property.

Mr. Hockey asked if we would consider swapping the former Woulf Avenue trailer park property. Mayor Maroun advised that the Village of Tupper Lake has sold the property already. Mayor Maroun suggested that maybe the Town of Tupper Lake may have some property that could be considered and that he would follow-up with the Town Supervisor to discuss in the coming week.

Mayor Maroun advised that he has appointed Peter Edwards our Code Enforcement Officer as the point of contact for the brewery owners.

Resolution of Support Option #7 UMP – Remsen - Lake Placid Corridor

Motion by Trustee Hollingsworth, seconded by Trustee Maroun to formally authorize a letter of support for Option #7 to the 1996 Unit Management Plan (UMP) for the Remsen – Lake Plaid Travel Corridor and creation of a multipurpose recreation trail from Tupper Lake through Saranac Lake and into Lake Placid as follows:

Resolution #1-021517
Resolution to Support for Option #7 to the 1996 Unit Management Plan (UMP) for the Remsen – Lake Placid Travel Corridor

Whereas, the Village of Tupper Lake, Board of Trustees has endorsed the addition of Option #7, as currently proposed by NYS Department of Transportation and NYS Department of Environmental Conservation and deemed compliant to the Adirondack State Master Plan by the Adirondack Park Agency, to the current (1996) Unit Management Plan for the Remsen – Lake Placid Corridor, Option #7, as proposed, will entail railroad reconstruction from Big Moose to Tupper Lake and removal of the rails and ties to facilitate the construction of a multipurpose Recreation Trail from Tupper Lake through Saranac Lake and onto Lake Placid on February 17, 2016, and

Whereas, the Village of Tupper Lake Board of Trustees still supports their original resolution from 2016 and want to reaffirm that they do not want or support the rail road to extend beyond Tupper Lake and that 90% of the Tupper Lake Business Community and 90% of the Tupper Lake Taxpayers are in support of Option #7, and

Whereas, the proposed expansion of the railroad to Tupper Lake and the addition of the Recreation Trail from Tupper Lake to Lake Placid is in the best interest to the Tupper Lake Community as a whole economically and will add additional venues and activities to our area and beyond, and

Whereas, the Tupper Lake business community has put forth a petition of more than 90% of the businesses currently operating in Tupper Lake requesting the Village support Option #7 to the UMP, and

NOW, THEREFORE, BE IT RESOLVED that the Village of Tupper Lake request that the implementation of Option #7, as proposed, commence as soon as possible so that Tupper Lake can develop plans, promotions and funding that will help enhance this new and important addition to our community.

Whereupon the foregoing resolution was brought to a roll call vote and the following recorded:

Mayor Paul A. Maroun	"Nay"
Trustee Clint Hollingsworth	"Aye"
Trustee Leon LeBlanc	"Aye"
Trustee David Maroun	"Aye"

Seal:

_____ _____

Village Clerk/Treasurer Date

(Carried 3-1, Mayor Maroun "Nay")

World Snowshoe Championships Invitation

The Village Board of Trustees were invited to the Village of Saranac Lake Mayor's Reception honoring the World Snowshoe Championships on February 23, 2017, for those who would like to attend to please RSVP.

Annual Fire & Ice Tournament

Motion by Trustee Maroun, seconded by Trustee LeBlanc to authorize the Village Board to participate in the Annual Fire & Ice Tournament February 25, 2017. (Carried 4-0)

MOU Village of Potsdam NYS DOS Grant

Motion by Trustee Maroun, seconded by Trustee Hollingsworth to formally authorize Mayor Maroun to execute an Inter-Municipal Agreement between the Village of Potsdam and the Village and Town of Tupper Lake for the 2014 Local Waterfront Program Grant as presented. (Carried 4-0)

Request for Expression Of Interest – Land Use Planning Consultant Services

Motion by Trustee Maroun, seconded by Trustee Hollingsworth to formally approve the drafted Request for Expression of Interest for Land Use Planning Consultant Services for Zoning and Land Use Code Development to proceed with updating our Joint land Use Code and Subdivision Regulations for the Village and Town of Tupper Lake simultaneously. (Carried 4-0)

Open House Tupper Lake Verizon Store

Mayor Maroun announced that the Tupper lake Verizon Store will be hosting their Official Ribbon Cutting for their newest store in Tupper Lake next Friday, February 24, 2017 at 12:00 Noon. All are welcomed to attend and there will be light refreshments.

Planning Board Vacancy Tabled

Mayor Maroun announced that he was going to ask the board to hold the appointments for the Planning Board Vacancy until Trustee LaScala could be here next month.

Approve Minutes

Motion by Trustee LeBlanc, seconded by Trustee Hollingsworth to approve the Board Minutes from January 18th, 2017 and February 6th, 2017 respectively. (Carried 4-0)

Code: Accept January Report

Motion by Trustee LeBlanc, seconded by Trustee Maroun approve the January 2017 Monthly Code Report. (Carried 4-0)

10 Front Street Unsafe Law

Code Enforcement Officer Peter Edwards advised that the 10 Front Street property owner has until February 27, 2017 to comply with the violation, if not we will move to the next step in the Unsafe and Dangerous Local Law proceedings.

Vendor/Peddler Permit Meeting

After a brief discussion of implementing our Vendor/Peddlers Permit Fees it was agreed that we would call a meeting of all of the Park Users in the coming month to get feedback from before finalizing the permit fees for this summer.

Police: Accept January Report

Motion by Trustee LeBlanc, seconded by Trustee Hollingsworth to approve the January 2017 Monthly Police Report for the Village and Town of Tupper Lake. (Carried 4-0)

Speed Sign Discussion & Cost Summary

After a brief discussion over the written request from the Town of Tupper Lake Joint Planning Board for the Village of Tupper Lake to consider the installation of traffic speed control devices at the western entrance to the Village.

Police Chief Eric Proulx advised that such devices would cost roughly $6,400 per site. In 2 of the 3 entrances we have conflicts with the power being on the opposite side of the street and therefore we would have to consider installing a solar powered unit that would cost roughly $3,700.00 per site. He suggested that we may want 2 solar and 1 powered units. Chief Proulx advised that he would contact Rob Haynes to advance the project.

Fire: Accept January Report

Motion by Trustee Maroun, seconded by Trustee Hollingsworth to approve the January 2017 Monthly Fire Report for the Village of Tupper Lake. (Carried 4-0)

$400,000 Class A Pumper Bond Resolution Fire Truck Purchase

Motion by Trustee LeBlanc, seconded by Trustee Maroun to formally approve the following resolution for the purchase of a new Class A Pumper Fire Truck not to exceed $400,000:

BOND RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF TUPPER LAKE, FRANKLIN COUNTY, NEW YORK (THE "VILLAGE"), AUTHORIZING THE ACQUISITION OF ONE FIRE FIGHTING VEHICLE AND RELATED APPARATUS; STATING THE MAXIMUM ESTIMATED COST THEREOF IS $400,000; APPROPRIATING SAID AMOUNT THEREFOR; AND AUTHORIZING THE ISSUANCE OF UP TO $400,000 IN SERIAL BONDS OF THE VILLAGE TO FINANCE SAID APPROPRIATION

WHEREAS, the Board of Trustees (the "Board") the Village of Tupper Lake, Franklin County, New York (the "Village") proposes to authorize the issuance of $400,000 in serial bonds of the Village to finance the acquisition of one Class A pumper fire fighting vehicle, and related apparatus to be used in connection therewith, including costs incidental to the financing of the foregoing (the "Project"), at an estimated maximum cost of $400,000; and

WHEREAS, the Board now wishes to appropriate funds for the Project and to authorize the issuance of the Village's serial bonds and bond anticipation notes to be issued to finance the aforementioned specific object or purpose.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees (the "Board of Trustees") of the Village of Tupper Lake, Franklin County, New York (the "Issuer" or the "Village") (by the favorable vote of not less than two-thirds of all the members of such body), as follows:

SECTION 1. The Village is hereby authorized to undertake the acquisition of one Class A pumper fire fighting vehicle, and related apparatus to be used in connection therewith, including costs incidental to the financing of the foregoing. The estimated maximum cost of the aforementioned specific object or purpose, including all costs incidental thereto or in connection with the financing thereof, is $400,000 and said amount is hereby appropriated therefor. The plan for the financing thereof shall consist of (i) the issuance of $400,000 in serial bonds of the Village, or bond anticipation notes issued in anticipation thereof as authorized by Section 2 of this resolution, to finance said appropriation, and (ii) the levy and collection of taxes on all the taxable real property in the Village to pay the principal of said bonds or notes and the interest thereon as the same shall become due and payable.

SECTION 2. Serial bonds of the Village in the principal amount of $400,000 are hereby authorized to be issued pursuant to provisions of Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law") to finance the aforementioned specific object or purpose.

SECTION 3. It is hereby determined that the period of probable usefulness of the aforementioned specific object or purpose is twenty (20) years, pursuant to subdivision 27. of paragraph a. of Section 11.00 of the Law.

SECTION 4. The temporary use of available funds of the Village, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Law, for the capital purposes described in this resolution. The Village shall reimburse such expenditures with the proceeds of the bonds or bond anticipation notes authorized by this resolution. This resolution shall constitute a declaration of official intent to reimburse the expenditures authorized herein with the proceeds of the bonds and bond anticipation notes authorized herein, as required by United States Treasury Regulations Section 1.150-2.

SECTION 5. The final maturity of the bonds herein authorized to be issued shall be in excess of five (5) years measured from the date of issuance of the first serial bond or bond anticipation note issued pursuant to this resolution.

SECTION 6. Each of the serial bonds authorized by this resolution and any bond anticipation notes issued in anticipation of said bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any bond anticipation notes issued in anticipation of said bonds shall be general obligations of the Village, payable as to both principal and interest by a general tax upon all the real property within the Village subject to applicable statutory limits, if any. The faith and credit of the Village are hereby irrevocably pledged to the punctual payment of the principal and interest on said serial bonds and bond anticipation notes and provisions shall be made annually in the budget of the Village by appropriation for (a) the amortization and redemption of the bonds and bond anticipation notes to mature in such year and (b) the payment of interest to be due and payable in such year.

SECTION 7. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of serial bonds and bond anticipation notes or the renewals of said obligations and of Sections 21.00, 50.00, 54.90, 56.00 through 60.00, 62.10 and 63.00 of the Law, the powers and duties of the Village Board relative to authorizing serial bonds and bond anticipation notes and prescribing terms, form and contents as to the sale and issuance of bonds herein authorized, including without limitation the determination of whether to issue bonds having substantially level or declining debt service and all matters related thereto, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, are hereby delegated to the Village Treasurer, as the chief fiscal officer of the Village (the "Village Treasurer"). Such notes shall be of such terms, form and contents as may be prescribed by said Village Treasurer consistent with the provisions of Local Finance Law. Further, pursuant to paragraph b. of Section 11.00 of the Law, in the event that bonds to be issued for any of the objects or purposes authorized by this resolution are combined for sale, pursuant to paragraph c. of Section 57.00 of the Law, with bonds to be issued for any of the other objects or purposes authorized by this resolution and/or with bonds to be issued for one or more objects or purposes authorized by other resolutions of the Board, then the power of the Board to determine the "weighted average period of probable usefulness" (within the meaning of paragraph a. of Section 11.00 of the Law) for such combined objects or purposes is hereby delegated to the Village Treasurer, as the chief fiscal officer of the Village.

SECTION 8. The Village Treasurer is hereby further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

SECTION 9. The Village Treasurer is further authorized to enter into a continuing disclosure undertaking with or for the benefit of the initial purchasers of the bonds or notes in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 10. The Board of Trustees hereby determines that the actions authorized by this resolution and the adoption hereof collectively constitute a "Type II" action within the meaning of the State Environmental Quality Review Act and the regulations of the New York State Department of Environmental Conservation thereunder (collectively, "SEQRA") and that no further action under SEQRA with respect to the Project need be taken by the Board of Trustees as a condition precedent to the adoption of this resolution.

SECTION 11. The intent of this resolution is to give the Village Treasurer sufficient authority to execute those applications, agreements and instruments, or to do any similar acts necessary to affect the issuance of the aforesaid serial bonds or bond anticipation notes without resorting to further action of the Board.

SECTION 12. In accordance with Section 36.00 of the Law, this resolution is subject to a permissive referendum in the manner prescribed by Article Nine of the Village Law of the State of New York (the "Village Law"). The Village Clerk is authorized and directed, within ten (10) days after the date of adoption of this resolution by the Board of Trustees, to post and publish a notice with respect to this resolution satisfying the requirements of Section 9-900 of the Village Law, which shall set forth the date of adoption of this resolution, shall contain an abstract hereof, and shall specify that this resolution was adopted subject to a permissive referendum. Such notice shall be published in the official newspaper of the Village for such purposes.

SECTION 13. In accordance with the Village Law, this resolution will take effect thirty (30) days after the date of its adoption, unless prior to the close of such thirty-day period there is filed with the Village Clerk a petition, subscribed and acknowledged by at least twenty percent (20%) of the qualified electors of the Village, as shown on the Village's register of electors for the last general Village election, protesting against this resolution and requesting that it be submitted for approval or disapproval by the qualified electors of the Village. If such a qualifying petition is filed, a proposition for approval of this resolution shall be submitted at a regular election held not less than ten (10) and not more than sixty (60) days after the filing of such petition.

SECTION 14. The validity of the bonds authorized by this resolution and of any bond anticipation notes issued in anticipation of said bonds may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Village is not authorized to expend money; or

(b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or

(c) such obligations are authorized in violation of the provisions of the constitution.

SECTION 15. As soon as reasonably possible after the date that this resolution takes effect, the Village Clerk is hereby authorized and directed to cause a copy of this resolution, or a summary thereof, to be published in full in the official newspaper of the Village for such purposes, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Law.

The following vote was taken and recorded in the public or open session of said meeting:
(Carried 4-0)

DPW:

Snow Removal — Department of Public Works Superintendent Robert Degrace wasn't present due to snow removal on Park and Main Streets.

Water/Wastewater:

APA - SEQR — Water/Wastewater Superintendent Mark Robillard advised the board that our Water Project's APA Permit has been filed with Franklin County and we expect to go to bid in early March as well as have our drillers on site to begin their work.

Winter Projects Reviewed	Water/Wastewater Superintendent Mark Robillard advised the board that his crews are working on their equipment repairs and painting the facilities during down time.
Electric: Review Claim Strategies Proposal	Electric Superintendent Marc Staves presented to the Board a subrogation proposal from Claim Strategies to help us recover costs from a motor vehicle accident on as needed basis. Mayor Maroun recommended that our Village Attorney Nathan Race review and we revisit it at a later meeting.
MEUA Engineering Workshop	Motion by Trustee Hollingsworth, seconded by Trustee Maroun to send members of the department to the MEUA Engineering Workshop in East Syracuse March 25 & 16, 2017. (Carried 4-0)
ARC Flash Risk Assessment Study Completed	Electric Superintendent Marc Staves advised the board that he had an outside consultant complete an ARC Flash Risk Assessment Study of our Electric Utility System and now we will be implementing compliance with those recommendations progressively.
New Bucket Truck Inspection	Electric Superintendent Marc Staves advised the Board that our bucket truck that is on order is in finishing stages in Kansas and we expect a virtual review of the as built in the beginning of March and delivery by the end of March.
Winter Disconnects	Electric Superintendent Marc Staves advised the Board that his department are implementing winter disconnects and he encouraged residents to please contact his department to make arrangements for payment of arrears before the disconnect day to avoid a load limiter being installed and payment in full.
James Moody Get Well Wishes	Mayor Maroun took a moment to express his sincere condolences to Mr. James Moody for the passing of his father and to wish him a speedy recover following his recent surgery.
Verizon Joint Property Pole Invoices Outstanding	Electric Superintendent Marc Staves advised the Board that we now have six (6) outstanding Verizon Joint Property Pole invoices totaling over $17,494.00. We will continue to be aggressive in collecting these funds from them.
Treasurer: Approve Warrants	Motion by Trustee Maroun, seconded by Trustee Hollingsworth to approve the February 15, 2017 warrant in the amount of $239,312.48 for payment of the bills and abstracts for the month of January 2017. (Carried 4-0)
Review Cash Position	Review the monthly cash position for January 31, 2017.
Flanders Performance Park Professional Services	Mayor Maroun advised that we have raised over $37,000.00 in seed monies and we have the additional funds available through our local waterfront grants to cover the remaining costs of proceeding with the Flanders Performance Park Profession Services Agreements.

Motion by Trustee Hollingsworth, seconded by Trustee Maroun to authorize Mayor Maroun to execute the professional services agreements with consultants not to exceed $300,000 for design, planning, construction/implementation as presented. (Carried 4-0)

Enter Into Executive Session

Motion by Trustee LeBlanc, seconded by Trustee Maroun to enter into Executive Session at 7:05 pm for the purpose of discussing proposed acquisition, sale or lease of real property as well as for the purpose of discussing matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal, or removal of a particular person or corporation. (Carried 4-0)

Willie Bencze Appointed Line Helper

Motion by Trustee Maroun, seconded by Trustee Hollingsworth to appoint Mr. Willie Bencze to the position of Line Helper effective February 27, 2017. (Carried 4-0)

7:15 pm Trustee Hollingsworth Exited

Trustee Clint Hollingsworth exited Executive Session at 7:15 pm.

Exit Executive Session

Motion by Trustee LeBlanc, seconded by Trustee Maroun to exit Executive Session at 7:25 pm. (Carried 3-0)

Boundary Line Adjustment for 21 High Street Property

After an extensive review of the abstract completed for the 21 High Street property by Absolute Abstracting of Malone it appears that the 21 High Street property also included a small triangle piece of property comprising of the top portion of the old fire escape stairs. It was noted that Mr. Gerald Fletcher and his father before him have been paying taxes on the property since 1978 according to the Franklin County Real Property Records and the property in its current condition is a substantial liability for the village taxpayers.

After careful review of the situation the Village Board so moved by Trustee LeBlanc, seconded by Trustee Maroun to authorize a quit claim deed as a boundary line adjustment transferring the Village's interest in the property to Mr. Gerald Fletcher since it is not needed for municipal purposes and is deemed to be surplus property. It was deemed that the Village has received fair and adequate consideration since Mr. Fletcher has been paying taxes on the property since 1978 and it will no longer be liable for the property. This motion also gives Mayor Maroun authorization to execute all easements and transfer deeds as needed for the quit claim process to be completed. (Carried 3-0)

Adjournment

Motion by Trustee LeBlanc, seconded by Trustee Maroun to adjourn at 7:45 PM. (Carried 3-0)

_____

Mary A. Casagrain, Village Clerk/Treasurer

VILLAGE OF TUPPER LAKE

53 PARK STREET
PO BOX 1290
TUPPER LAKE, NY 12986

Phone (518) 359-3341
Fax (518) 359-7802
Email tupperlakecodes@gmail.com

March 14, 2017

CODE ENFORCEMENT MONTHLY REPORT

Building Permits Issued: 03

Site Inspections: 28

Phone Complaints: 16

Fire Calls: 00

Certificates Issued: 01

Building Code: 51

Zoning: 11

Dig Requests: 01

Office: 32

Other:

Comments: Violations = 3, Court Cases = 3. I will have the year end building for you as well. I have recently complteted my mandatory inservice code training in L.P. NY this past week.

Sincerely,

Peter P. Edwards

Village Building Permit Report

Officer: Peter Edwards **Date: February 17, 2016**

2016 PERMIT YEAR

Building Permits:	Number Issued In
New Residential Structures	4
New Industrial Structures	0
Commercial Renovations	8
Foundation	3
Addition/Alteration	72
Garage/Outbuilding	14
Wood / Pellet Stove	0
Electrical	1
Demolition	2
Fence	11
Pool	3
Total Permits:	**119**
Permits Cancelled	0
Permits Withdrawn	0
Permit Renewals for New Residential, Commercial or Industrial Structures	0
Permit Renewals for All Other Projects	1
Certificates of Occupancy/Completion Issued	34

Violations issued -57. Court Appearance Tickets issued – 5 Site Inspections performed – 545. Complaints – 184. Fire Calls – 6. Building Code Related – 911. Zoning – 237. Dig Requests – 21. Office Related -664.

Values Reported less Roof Permits = $1,374,792.00

Fee's Collected = $6,352.00

Thank You, Pete Edwards

VILLAGE OF TUPPER LAKE

53 PARK STREET
PO BOX 1290
TUPPER LAKE, NY 12986-290

Phone (518) 359-3341
Fax (518) 359-7802
Email villtupplake@adelphia.net

PUBLIC HEARING

Village of Tupper Lake

BUILDINGS, DANGEROUS AND UNSAFE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held before the Board of Trustees of the Village of Tupper Lake, at the Municipal Office Building, 53 Park Street, Tupper Lake, NY 12986 on Wednesday, March 29, 2017 at 5:45 pm concerning hearing the public's comments on a matter of proceedings to remove a dangerous and unsafe structure on premises reputedly owned by Ms. Natalie Clark located at 10 Front Street, Tupper Lake, NY 12986 with tax map number 490.75-4-8.1.

AT THE AFOREMENTIONED time and place all persons interested in the subject matter thereof will be heard concerning the same.

By Order Of the Village Board Of Trustees
Village of Tupper Lake, New York
Mary A. Casagrain, Village Clerk/Treasurer

POSTED: Monday, March 20, 2017
PUBLISHED: TUPPER LAKE FREE PRESS, Wednesday, March 22, 2017

VILLAGE OF TUPPER LAKE: COUNTY OF FRANKLIN

In the Matter

of

Proceedings to Remove Unsafe Buildings and Collapsed Structures on Premises Reputedly Owned by:

NATALIE CLARK

24 SOUTH LITTLE WOLF RD., P.O. BOX 657

TUPPER LAKE, NY 12986

TO MS. CLARK:

PLEASE TAKE NOTICE that pursuant to Chapter 10 of the Village Code, the building inspector of the Village of Tupper Lake, Franklin County, has filed a written and oral report with the Village Board of Trustees of the Village of Tupper Lake, designated by the following address: 10 Front Street, Tupper Lake, New York 12986 bearing Franklin County Tax Map No. 490.75-4-8.1, deeming the same to be unsafe to the public in that the structure is in an unsafe and dangerous condition.

The Village Board of Trustees of the Village of Tupper Lake, after considering said report, and pursuant to the provisions of said local law, by resolution duly adopted at its March 22, 2017 meeting, determined that in the opinion of the Village Board of Trustees that said structure is unsafe and dangerous, to wit: (1)said structure is beyond repair due to severe structural deficiencies in the floor joists and foundation and (2) is mold infested, therefore, such structure is incapable of being safely repaired. The structure shall be demolished and removed from the premises, such demolition and removal to be commenced within 30 days of the service upon you of this notice and be completed within 60 days thereafter unless for good cause shown such time shall be extended, and

PLEASE TAKE FURTHER NOTICE that the Village Board of Trustees of the Village of Tupper Lake will conduct a public hearing on the 29th day of March, 2017 at 5:45 o'clock P.M. at the Village of Tupper Lake offices located at 53 Park Street, Tupper Lake, New York 12986 in relation to such dangerous or defective building(s), and

PLEASE TAKE FURTHER NOTICE that in the event of any neglect or refusal to comply with the order of said Village Board of Trustees as detailed in this notice, the Village Board of Trustees is authorized to provide for the demolition and removal of said structures and to assess all expenses thereof against the land on which they are located and to institute a special proceeding to collect the costs of demolition and removal, including all legal expenses, filing fees, service costs and any other costs related thereto.

BY ORDER OF THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF TUPPER LAKE

Dated: March 22, 2017

Paul A. Maroun, Mayor

LEGAL NOTICE

NOTICE OF A PUBLIC HEARING

THIS NOTICE IS SENT TO YOU BECAUSE YOU ARE A PROPERTY OWNER IN THE VICINITY OF THE PARCEL DESCRIBED BELOW

Number JPB 001-2017

Notice is hereby given that the Tupper Lake Joint Town and Village Planning Board, located in Tupper Lake, Franklin County, New York will hold a Public Hearing on Wednesday, March 22, 2017 at 7:00 pm or as soon as possible thereafter, in the lower level of the Town Hall (in the Courtroom), 120 Demars Blvd., Tupper Lake, New York at which time interested parties may present their views on the subject application.

The applicant, Janelle LaVigne, requests a Special Use Permit for establishing a law office at 78 Demars Boulevard; parcel number is 490.35-2-5. Application # JPB 001-2017

The above application is on file in the office of the Town Planner; 120 Demars Boulevard; Tupper Lake, NY (Phone: 518-359-3580), and may be inspected any weekday (M-F) prior to the hearing between the hours of 9:00 am and 3:30 pm. Please try to call ahead of time to arrange your visit. Thank you.

Tupper Lake Town / Village Joint Planning Board

Tupper Lake

Franklin County, New York

Dated: March 1, 2017

Subject: Updated agenda
From: "Paul O'Leary" <poleary@townoftupperlake.com>
Date: 2/22/2017 12:18 PM
To: "Bill Breton" <bretonclark@hotmail.com>, "boB Collier" <bobcollier@ymail.com>, "Doug Bencze" <dfbencze@icloud.com>, "Jim Merrihew" <cjmerr@adelphia.net>, "Kirk Gagnier" <kirk.gagnier@gmail.com>, "Mary Casagrain" <villtupplake@centralny.twcbc.com>, "Patricia Littlefield" <plittlefield@townoftupperlake.com>, "Peter Edwards" <tupperlakecodes@gmail.com>, "Shawn Stuart" <shawnstuart155@gmail.com>

Please find attached an updated agenda for the 2/28/17 meeting.

Three new agenda items.

Agenda files will follow

Paul O'Leary
Town of Tupper Lake
Assessor
Code Enforcement Office
Planning Office
Office 518-359-3580
Cell 518-637-2128
Fax 518-359-2634
Office hours 8:30 am to 4:00 pm Monday thru Friday
poleary@townoftupperlake.com
http://www.townoftupperlake.com

— Attachments: ————————————————————————————————

Draft 2-28-2017 Agenda.docx 66.2 KB

Paul O'Leary
Planner

Samantha Davies
Clerk

TOWN OF TUPPER LAKE

JOINT PLANNING BOARD MEMBERS
Shaun Stuart – Chairman
Bill Breton
Doug Bencze
Bob Collier
James Merrihew

120 Demars Blvd, Tupper Lake, NY 12986
Phone (518)359-3580 Fax (518)359-2634

JOINT PLANNING BOARD PUBLIC HEARING AND MEETING
February 28, 2017 AT 7:00 PM

At 7:00 PM Stand for Pledge of Allegiance

ROLL CALL:

Doug Bencze	Bill Breton	Jim Merrihew
Bob Collier	Shawn Stuart	

1. **Open the Regular Meeting**

2. **Discussion /Action/Tabled item from January 2017 Meeting:** For applicant Faust Junction Music JPB# 025-2016 41 Main street Request Special Review Use Permit for establishing retail used musical instrument store and recording studio

3. **Preliminary Review:** For applicant Janelle LaVigne, Attorney at Law JPB#001-2017 78 Demars Boulevard Request Special Review Use Permit for establishing a law office. Set Public Hearing

4. **Preliminary Review:** Cherie & Daniel Whitten dba The Hub JPB# 002-2017 – 320 Park Street Request Special Review Use Permit for establishing a store, restaurant, use for functions and eventually a couple rental rooms. Set public hearing.

5. **Preliminary Review:** Estate of Joyce S. Amell , Cindy Kentile Executrix JPB# 003-2017 - Re-Subdivision and Consolidation of Lot. Set Public Hearing

6. **Preliminary Review:** The Wild Center JPB# 004-2017 - Special Use Permit for Commercial Housing. Set Public Hearing

7. **Preliminary Review:** The Wild Center JPB# 005-2017 - Amendment to Special Use Permit to merge two properties. Set Public Hearing

8. **Resolution:** Duhaime & Kavanagh Two Lot Subdivision

9. ACR Update

10. Approve Minutes: October, November, December 2016 and January 2017

11. Anything Else: Paul O'Leary – Town Code Enforcement Officer
    Pete Edwards – Village Code Enforcement Officer

12. Meeting Reminder: March 22, 2017

13. Motion to Adjourn.

Paul O'Leary
Planner

Samantha Davies
Clerk

TOWN OF TUPPER LAKE

JOINT PLANNING BOARD MEMBERS
Shaun Stuart – Chairman
Bill Breton
Doug Bencze
Bob Collier
James Merrihew

120 Demars Blvd, Tupper Lake, NY 12986
Phone (518)359-3580 Fax (518)359-2634

JOINT PLANNING BOARD PUBLIC HEARING AND MEETING
March 22, 2017 AT 7:00 PM

At 7:00 PM Stand for Pledge of Allegiance

ROLL CALL:

Doug Bencze	Bill Breton	Jim Merrihew
Bob Collier	Shawn Stuart	

1. **Open the public hearing for application:** For applicant Janelle LaVigne, Attorney at Law JPB#001-2017 78 Demars Boulevard Request Special Review Use Permit for establishing a law office.

2. **Open the public hearing for application:** Cherie & Daniel Whitten dba The Hub JPB# 002-2017 – 320 Park Street Request Special Review Use Permit for establishing a store, restaurant, use for functions and eventually a couple rental rooms.

3. **Open the public hearing for application:** Estate of Joyce S. Amell , Cindy Kentile Executrix JPB# 003-2017 - Re-Subdivision and Consolidation of Lot.

4. **Open the public hearing for application:** The Wild Center JPB# 004-2017 - Special Use Permit for Commercial Housing.

5. **Open the public hearing for application:** The Wild Center JPB# 005-2017 - Amendment to Special Use Permit to merge two properties.

6. **Open the Regular Meeting**

7. **Discussion/Action:** For applicant Janelle LaVigne, Attorney at Law JPB#001-2017 78 Demars Boulevard Request Special Review Use Permit for establishing a law office.

8. **Discussion/Action:** Cherie & Daniel Whitten dba The Hub JPB# 002-2017 – 320 Park Street Request Special Review Use Permit for establishing a store, restaurant, use for functions and eventually a couple rental rooms.

9. **Discussion/Action:** Estate of Joyce S. Amell , Cindy Kentile Executrix JPB# 003-2017 - Re-Subdivision and Consolidation of Lot.

10. **Discussion/Action:** The Wild Center JPB# 004-2017 - Special Use Permit for Commercial Housing

11. **Discussion/Action:** The Wild Center JPB# 005-2017 - Amendment to Special Use Permit, dated June 6th 2002, to merge two properties.

12. **Preliminary Review/Special Review Use/Site Plan Review:** For application of New York RSA 2 Cellular Partnership d/b/a Verizon Wireless for approvable necessary to construct and operate a microcell wireless telecommunications facility on property located off Country Club Road in the Town of Tupper Lake, Franklin County, New York (Verizon Wireless' Tupper Lake Golf Club Micro Site).

13. ACR Update/Discussion/Action

14. Approve Minutes: February 2017

15. Anything Else: Paul O'Leary – Town Code Enforcement Officer
    Pete Edwards – Village Code Enforcement Officer

16. Meeting Reminder: April 26, 2017

17. Motion to Adjourn.

MEETING MINUTES

JOINT PLANNING BOARD PUBLIC HEARING AND MEETING

October 26, 2016 AT 7:00 PM

At 7:00 PM Stand for Pledge of Allegiance

Roll Call:

Jim Larkin	Jim Merrihew	**Absent:**
Doug Bencze	Bob Collier	
Bill Breton	Shawn Stuart	

Open public hearing for JPB 001-2016 application Debbie Jones Special Review Use permit for the care and keeping of animals. No public comment verbal or written. Close public hearing

Open public hearing for JPB 015-2016 Village Muni water project, Pitchfork Pond Rd. Special Review Use permit. No public comment verbal or written. Close public hearing.

Open public hearing for JPB 012-2016 Village Muni water project, Santa Clara Ave. Special Review Use permit. No public comment verbal or written. Close public hearing.

Open public hearing for JPB 014-2016 Amell two lot minor sub division. No public comment verbal or written. Close public hearing.

Open Regular Meeting

Agenda item 1: JPB 011-2016 Special Review Use for the care and keeping of animals at 113 Dugal RD. MR. Collier mentions some prior issues with proper care of animals and asked if the Town had standards for the care and keeping of animals. Mr. O'Leary stated that it is not the towns responsibility to police the care and keeping of animals. The prior issues were referred to the NYS Department of Agriculture. Mr. Larkin told the board that Ms. Jones has a reputation for excellent care for her horses.

A motion by Mr. Collier to approve Special Use Permit with conditions seconded by Mr. Breton vote – all in favor. (5-0)

Agenda item 2: JPB Special Review Use permit. Village Muni water project, Pitchfork Pond Rd. Mr. Feuka from C2AE representing the Village answered Mr. Collier's question about the motion sensor exterior lighting switch, that some sort of switching will be applied to prevent all night illumination of the well house area. A condition will be placed on the permit address this issue. prior to your discussion and action. Exterior color was discussed, Adirondack earth tone is acceptable and the final color choice will be provided to the Board. ZBA use variance permit conditions were presented to the board.

Motion to approve the Special Use permit with conditions by Mr. Stuart seconded by Mr. Collier Vote - 5 in favor 0 opposed

Agenda item 3: JPB 012-2016 Village Muni water project, Santa Clara Ave.
Special Review Use permit. Mr. Feuka from C2AE representing the Village verified the location for Mr. Collier. Mr. Feuka addressed concern about hours of operation and noise, pump operation is on as needed operation and the housing structure would keep noise to an acceptable level, also noted that there is no residential dwelling in the vicinity. Emergency Services siren is rather loud it was noted. Color and lighting was discussed, dark sky compliant down casting lights and Adirondack earth tone color will be a condition. Screening along the community path matching the south side of the path will be a condition.

Motion to approve the Special Use permit with conditions by Mr. Stuart seconded by Mr. Bencze
Vote - 5 in favor 0 opposed

Agenda item 4 and 5 on hold till later waiting for Mr. Gagnier.

Agenda item 6 JPB 017-2016 Preliminary review Special l Review Use 21 High St.
Proposed commercial use. Construction company office, workshop, and equipment storage. Discussion about operating hours. Mr. Hollingsworth stated that there would be morning activity and early evening activity. Some shop work (painting, staining) but that will be indoors. Schedule public hearing for next meeting.

Agenda item 4 JPB 014-2016 Amell two lot minor subdivision. Mr. Gagnier reviewed the subdivision. Mr. Larkin inquired about plans for the new vacant lot. No plans at this time. Only permitted use is single family dwelling. No other question from the board.
Motion was made by Mr. Stuart to adopt the resolution approving the two lot minor subdivision second by Mr. Collier Vote – 5 in favor 0 opposed.

Agenda item 5 JPB 018-2016 Preliminary review for a Special Use Review Permit applied for by the Tupper Lake Volunteer Ambulance & Emergency Squad. Proposed new use is to relocate the TLVA&ES operations to 169 Main St. Mr. Gagnier is representing the TLVA&ES. He presented the project to the board; Board identified some concerns about ambulance access and egress. And stop sign locations. Schedule public hearing for next meeting.

Agenda item 7 ACR update, Mr. Sweeney provided the board with an email update on the project. Board accepted the email update, felt no need for Mr. Sweeney to be present.

Agenda item 8 Mr. Edwards and Mr. O'Leary have nothing to add
Agenda item 9 Approved September 28, 2016 meeting minutes.
Agenda item 10 Due to Thanksgiving holiday the November meeting will be on November 16, 2016 by board consensus.
Agenda item 11 Meeting opened for public comment. Mr. Collier would like Mr. O'Leary to look into the boat storage area, owned by Mr. Rob Gillis, south if the village where considerably inadequate amount of soil stabilization. You can see erosion gullies. Mr. O'Leary said he will speak to owner regard it.

Motioned to adjourn was made by Mr. Stuart second by Mr. Breton. Vote 5 in favor 0 opposed

7:40pm

MEETING MINUTES

JOINT PLANNING BOARD PUBLIC HEARING AND MEETING

November 16, 2016 AT 7:00 PM

At 7:00 PM Stand for Pledge of Allegiance

Roll Call:

Jim Larkin	Jim Merrihew	**Absent:** Bob Collier
Doug Bencze		
Bill Breton	Shawn Stuart	

Open public hearing for JPB 017-2016 application Hollingsworth Property Holdings LLC Special Review Use permit for commercial use. Received two verbal comments of support by phone prior to meeting. No verbal or written comments during public hearing. Close public hearing

Open public hearing for JPB 018-2016 Tupper Lake Volunteer Ambulance & Emergency Squad, Inc. Special Review Use permit to establish TLVE&AS headquarters. Public comment regarding traffic speed on Main Street, Planning board directed Ms. Beauchamp and Mr. Allen to bring their concerns to the Village Board of Trustees. Mr. Stoll asked about emergency lighting. Mr. LaPierre, representing the Emergency Squad, told the board they were investigating the use of "call triggered" caution lights. Emergency Squad needs to consult NYS DOT. No written comment submitted. Close public hearing.

Open Regular Meeting

Agenda item 6: JPB 017-2016 application Hollingsworth Property Holdings LLC Special Review Use permit for commercial use.
A motion by Mr. Merrihew to approve Special Use Permit with conditions seconded by Mr. Bencze
Vote - 5 in favor 0 opposed

Agenda item 7: JPB 018-2016 Tupper Lake Volunteer Ambulance & Emergency Squad, Inc. Special Review Use permit to establish TLVE&AS headquarters at 169 Main St. Motion to approve the Special Use permit with conditions by Mr. Stuart seconded by Mr. Breton
Vote - 5 in favor 0 opposed

Agenda item 8: Raquette River Brewing LLC. is seeking an amendment to its original 2012 permit to amend their site plan to include the elimination of the "Beer Tent" and construct a 32′ X 88′ pavilion. Mr. Hockey explains the project to the board. New capacity of approx. 255 people. Clear vinyl retractable sides. Set public hearing.

Agenda item 9: Village of Tupper Lake Zoning Board of Appeals is requesting the Joint Planning Board to review the use variance application submitted by Raquette River Brewing LLC. on behalf of the property owners seeking a Use Variance to expand their operation into a residential zone. The Planning Board is asked to provide their opinion and recommendation as required by the Land Use Code. Mr. Hockey and Mr. Jessie explain project. This lot will allow RRB to expand the production brewery and parking for retail sales. Mr. Allen expressed concern about access to a lot behind 145 Main St.. Mr. Allen was told by the board that this concern is not relevant to the proposed use of the lot RRB wants to purchase.

A motion to approve the use variance with conditions was made by Mr. Stuart and seconded by Mr. Breton Vote - 5 in favor 0 opposed

Agenda item 10: JPB 020-2016 Preliminary Review special review use (locate Stoll Mechanical LLC office and company storage) for parcel located at 241 Park Street. Mr. Stoll explains the project. Set public hearing for next meeting.

Agenda item 11: JPB 019-2016 Preliminary Review: Family Champions of North Country special review use (relocate the Family Champions operation) for parcel located at 75 Wawbeek Avenue. Mrs. Vaillancourt representing the applicant explains the project. This will be a retail type operation for second hand slightly use products. Set public hearing for next meeting.

Agenda item 12: JPB 021-2016 Preliminary Review: Village of Tupper lake special review use construction of a performance building in an Open Space/Recreation zone for a parcel located at Flanders Park. Mr. Edwards, representing the Village of Tupper Lake, explains the project. Set public hearing for next meeting.

Agenda item 13: JPB# 022-2016 Village of Tupper Lake is seeking a 3 year temporary use permit. The proposed use is a public parking area. The parcel location is 56 Park street (from site of the Sabin building) recently acquired by the Village of Tupper Lake from Franklin Co.. Mr. Stuart requesting additional site information and asked to have the agenda item tabled until a site plan is prepared and submitted for review. Board agreed to table this agenda item.

Agenda item 14: ACR project update. Mr. Sweeney provided an email update. The board accepted the update.

Agenda item 15 Mr. Edwards and Mr. O'Leary have nothing to report to the board.

Agenda item 11 Meeting opened for public comment no public comment

Next meeting is December 28, 2016

Motioned to adjourn was made by Mr. Stuart second by Mr. Bencze. Vote 5 in favor 0 opposed

7:30pm

This is a two sided document

MEETING MINUTES

JOINT PLANNING BOARD PUBLIC HEARING AND MEETING

December 28, 2016 AT 7:00 PM

At 7:00 PM Stand for Pledge of Allegiance

Roll Call:

Jim Larkin
Doug Bencze
Bill Breton
Jim Merrihew
Bob Collier

Absent: Shawn Stuart

Agenda item 1

Open public hearing for JPB 023- Raquette River Brewing LLC. is seeking an amendment to its original 2012 permit to amend their site plan to eliminate the "Beer Tent "construct a 32' X 96' pavilion. Board and public was informed about the change in size from 88′ dimension to 96′ dimension. Wes Jennings spoke in support of the amendment. Close public hearing

Agenda item 2

Open public hearing for JPB 020-2016: Ken Stoll #JPB 020-2016 special review uses (locate Stoll Mechanical LLC office and company storage) for parcel located at 241 Park Street. Received one verbal comment from a neighboring parcel owner (by phone) supporting the new use. Neighbor was glad planning board is considering the screening of any trash containers. Close public hearing

Agenda item 3

Open public hearing for JPB 019-2016: Family Champions of North Country special review use (relocate the Family Champions operation) for parcel located at 75 Wawbeek Avenue. Received one comment by email supporting the proposed use. Close public hearing

Agenda item 4

Open public hearing for JPB 021-2016: Village of Tupper Lake# JPB 021-2016 special review use construction of a performance building in an Open Space/Recreation zone for a parcel located at Flanders Park. Received one comment by email supporting the use; however the email asked the board to address the non-dark sky compliant lights on Mill Street. Close public hearing

Open Regular Meeting @ 7:12pm

Agenda item 6: Discussion /Action: For applicant Raquette River Brewing LLC. is seeking an amendment to its original 2012 permit to amend their site plan to eliminate the "Beer Tent" and construct a 32' X 96' pavilion. Mr. Collier made a motion to approve with conditions 2nd by Mr. Bencze Vote - 5 in favor 0 opposed.

Agenda item 7: Discussion /Action: For applicant Ken Stoll # JPB 020-2016 special review use (locate Stoll Mechanical LLC office and company storage) for parcel located at 241 Park Street. A motion was made to approve with conditions by Mr. Collier seconded by Mr. Bencze Vote - 5 in favor 0 opposed

Agenda item 8: Discussion /Action: For applicant Family Champions of North Country # JPB 019-2016

special review use (relocate the Family Champions operation) for parcel located at 75 Wawbeek Avenue. A motion was made to approve with conditions by Mr. Merrihew seconded by Mr. Breton. Vote - 5 in favor 0 opposed

Agenda item 9: Discussion /Action: Village of Tupper lake# JPB 021-2016 special review use construction of a performance building in an Open Space/Recreation zone for a parcel located at Flanders Park. Mr. Larkin discussed restroom facilities. Discussed the lights on Mill Street, planner is to draft a letter to Village board to look into making the lights dark sky compliant.. A motion to approve with conditions was made by Mr. Collier and seconded by Mr. Merrihew
Vote - 5 in favor 0 opposed

Agenda item 10: Use Variance recommendation: Village of Tupper Lake Zoning Board of Appeals is requesting the Joint Planning Board to review the use variance application submitted by Kevin and Dawn Tarbox seeking a Use Variance to construct an accessory structure on a vacant parcel. The Planning Board is asked to provide their opinion and recommendation as required by the Land Use Code. MR. Breton expressed concern about the accessory structure being in places prior to the permit. Mr. Merrithew's opinion is that the application is incomplete and the planning board should not recommend approving the use variance because the applicant did not address the use variance criteria. Mr. Collier noted this as well. Mr. Breton discussed merging g the two parcels. Mr. Collier recommended that the owners look into merging the two parcels before requesting a use variance. Mr. O'Leary will draft a letter to the Village ZBA to that effect. A motion was made to send a letter to the Village ZBA suggesting that the Village of Tupper Lake Zoning Board of Appeals table its determination until the applicant has exhausted all possible solutions to alleviate the alleged hardship prior to seeking administrative relief by Mr. Collier. Seconded by Mr. Bencze Vote 5 in favor 0 opposed.

Agenda item 11: ACR is requesting a ninety day extension to the PDD Section 1 Final Plan Approval. Mr. Lawson provided the board with an update on the project, expects to be asking for final approval very soon. Motion to approve the extension by Mr. Merrihew seconded by Mr. Bencze Vote - 5 in favor 0 opposed

Agenda item 11a: 41 Main Street Special review use Preliminary review. Mr. Gravlin addressed the board about a new commercial use at 41 Main Street. Will be opening up a retail used musical instrument business as well as a recording studio. Set public hearing for next meeting.

Agenda item 12: Mr. Edwards and Mr. O'Leary have nothing to report to the board.

Agenda item 13: Meeting opened for public comment.
Comment by Mr. Collier suggesting the Planning Board strongly encourage the Village Board to install permanent traffic speed control devise identifying the vehicle speed at the western entrance to the Village of Tupper Lake. Mr. O'Leary will draft a letter.

Next meeting is January 25, 2017

Motioned to adjourn was made by Mr. Bencze second by Mr. Merrihew. Vote 5 in favor 0 opposed

7:35pm

This is a two sided document

Paul O'Leary
Planner

Samantha Davies
Clerk

TOWN OF TUPPER LAKE

JOINT PLANNING BOARD MEMBERS
Shaun Stuart – Chairman
Bill Breton
Doug Bencze
Bob Collier
James Merrihew

120 Demars Blvd, Tupper Lake, NY 12986
Phone (518)359-3580 Fax (518)359-2634

MEETING MINUTES

JOINT PLANNING BOARD PUBLIC HEARING AND MEETING

January 25, 2017 AT 7:00 PM

Present:
Doug Bencze Bill Breton
Bob Collier Jim Merrihew

Absent:
Shawn Stuart

Attendees:
Pete Edwards Tom Lawson Dan McLelland
Jan Yaworski

1. **Open the public hearing for application:** Faust Junction Music JPB# 025-2016 - 41 Main street Request Special Review Use Permit for establishing retail used musical instrument store and recording studio.
   a. Mr. O'Leary Reads Notice of Hearing that was sent to neighbors within the 500' Radius of location.
   b. One neighbor (Jan Yaworski) expressed her concerns asking about sound proofing. The applicants were not there to answer her question. It was known that the location was sound dampened.

   Member Bob Collier Closed Hearing

2. **Open the Regular Meeting 7:05 PM**

3. **Discussion /Action:** For applicant Faust Junction Music JPB# 025-2016 - 41 Main street Request Special Review Use Permit for establishing retail used musical instrument store and recording studio
   a. Discusion has been tabled until applicant can appear

4. **Discussion/Action:** On a Resolution recommending the Village of Tupper Lake install a permanent speed traffic control device at the west entrance to the Village.
   a. These devices are present entering many other Towns & Villages
   b. Member Bob Collier leads discussion making sure everyone is in agreement that this device should be installed. Motion is asked for approval.

   Motion to Adopt: Mr. Bencze Motion Seconded By: Mr. Breton
   All in Favor: Mr. Bencze, Mr. Breton, Mr. Collier & Mr. Merrihew
   Opposed: None
   Absent: Mr. Stuart Vacant: 2 Seats

5. ACR Update: Mr. Tom Lawson was present to give the board an update.
   a. Mr. Lawson addressed the board, stating that no further extensions should be needed as per the same from December's meeting. Application is complete and no further action is needed at this time. A binder with documentation was present for the board to look at.

6. Anything Else: None Paul O'Leary – Town Code Enforcement Officer
Pete Edwards – Village Code Enforcement Officer

7. Meeting Reminder: Next Meeting is Tuesday, February 28, 2017 at 7:00 Pm

8. Motion to Adjourn:

Motion to Adopt: Mr. Bencze Motion Seconded By: Mr. Breton
All in Favor: Mr. Bencze, Mr. Breton, Mr. Collier & Mr. Merrihew
Opposed: None
Absent: Mr. Stuart Vacant: 2 Seats

Paul O'Leary
Planner

Samantha Davies
Clerk

TOWN OF TUPPER LAKE

JOINT PLANNING BOARD MEMBERS
Shaun Stuart – Chairman
Bill Breton
Doug Bencze
Bob Collier
James Merrihew

120 Demars Blvd, Tupper Lake, NY 12986
Phone (518)359-3580 Fax (518)359-2634

JOINT PLANNING BOARD PUBLIC HEARING AND MEETING
February 28, 2017 AT 7:00 PM

At 7:00 PM Stand for Pledge of Allegiance

ROLL CALL:

Doug Bencze	Bill Breton	Jim Merrihew
Bob Collier	Shawn Stuart	

1. **Open the Regular Meeting**

2. **Discussion /Action/Tabled item from January 2017 Meeting:** For applicant Faust Junction Music JPB# 025-2016 41 Main street Request Special Review Use Permit for establishing retail used musical instrument store and recording studio

3. **Preliminary Review:** For applicant Janelle LaVigne, Attorney at Law JPB#001-2017 78 Demars Boulevard Request Special Review Use Permit for establishing a law office. Set Public Hearing

4. **Preliminary Review:** Cherie & Daniel Whitten dba The Hub JPB# 002-2017 – 320 Park Street Request Special Review Use Permit for establishing a store, restaurant, use for functions and eventually a couple rental rooms. Set public hearing

5. **Resolution:** Duhaime & Kavanagh Two Lot Subdivision

6. ACR Update

7. Anything Else: Paul O'Leary – Town Code Enforcement Officer
   Pete Edwards – Village Code Enforcement Officer

8. Meeting Reminder: March 22, 2017

9. Motion to Adjourn.

The following is the monthly report for the Tupper Lake Police Department for the month of

February, 2017.

Patrol Vehicle Mileage:

5010: 1690 5011: 0 5012: 1848 **Total Mileage: 3538**

Total Reported Incidents: 274

Total Open Doors: 14

Total Rescue Calls dispatched/assisted: 15

Total calls for Utility Companies: 6

Total assists to NYSP and other Agencies: 19

Total Motor Vehicle Accidents logged / investigated: 5

Total of Alarms reported / investigated: 2

Value of Property reported stolen: $723.06

Value of Property recovered: $643.00

Orders of Protection / Subpoenas served: 3
V&T Complaints investigated: 7

Missing persons reports: 1
Dog Complaints: 0

	Enclosed	Nothing to Report
Report of V&T Summons Issued	X	
Report of V&T Cases Cleared		X
Report of Penal Law Arrests Made	X	
Report of Penal Law Cases Cleared		X
Report of Parking Summons Issued	X	
Report of Parking Summons Cleared		X
Report of Curfew Violations		X

TUPPER LAKE POLICE DEPARTMENT SJS Incident Type Report

SJS INCIDENT TYPES BETWEEN 02/01/2017 AND 02/28/2017

Selection Type: All Incidents, Sorted by "Incident Type"

Print Date/Time: 03/13/2017 8:26:15

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
38434	<15 FEET FROM HYDRANT : VTL 1202(B)	02/28/2017 14:13		02/28/2017	CLOSED BY INVESTIGATION	02/28/2017
PARK STREET TUPPER LAKE, NEW YORK 12986					STREET	
38433	<15 FEET FROM HYDRANT : VTL 1202(B)	02/28/2017 11:41		02/28/2017	CLOSED BY INVESTIGATION	02/28/2017
PARK STREET TUPPER LAKE, NEW YORK 12986					STREET	
38384	911 HANG UP	02/23/2017 03:09	02/23/2017 04:06	02/23/2017	CLOSED BY INVESTIGATION	02/23/2017
43 WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
38267	911 HANG UP	02/13/2017 19:54	02/13/2017 20:10	02/13/2017	CLOSED BY INVESTIGATION	02/13/2017
114 WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986		TUPPER LAKE HEALTH CENTER			HOSPITAL	
38436	AGGRAVATED HARASSMENT	02/28/2017 21:17		02/28/2017	PENDING INVESTIGATION	02/28/2017
26 WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986		SUNMOUNT DDSO			RESIDENTIAL FACILITY	
38364	ANIMAL COMPLAINT-OTHER ANIMAL	02/21/2017 08:29	02/22/2017 16:25	02/21/2017	CLOSED BY INVESTIGATION	02/21/2017
26 DEMARS BLVD TUPPER LAKE, NEW YORK 12986		MCDONALDS			YARD	
38416	ASSIST CITIZEN	02/26/2017 17:50	02/26/2017 20:07	02/26/2017	CLOSED BY INVESTIGATION	02/26/2017
12 DEPOT STREET TUPPER LAKE, NEW YORK 12986						
38413	ASSIST CITIZEN	02/26/2017 17:49	02/26/2017 20:07	02/26/2017	CLOSED BY INVESTIGATION	02/26/2017
26 WAWBEEK AVE TUPPER LAKE, NEW YORK 12986		NEW YORK STATE			OTHER BUILDING	
38403	ASSIST CITIZEN	02/25/2017 02:15	02/25/2017 13:33	02/25/2017	PENDING INVESTIGATION	02/25/2017
TUPPER LAKE, NEW YORK 12986		LARKINS GAS STATION			GAS STATION	
38361	ASSIST CITIZEN	02/20/2017 07:00	02/20/2017 19:00	02/20/2017	CLOSED BY INVESTIGATION	02/20/2017
21 SANTA CLARA AVE BLDG 2 TUPPER LAKE, NEW YORK 12					GOVERNMENT OFFICE	
38316	ASSIST CITIZEN	02/17/2017 18:29	02/17/2017 23:19	02/17/2017	CLOSED BY INVESTIGATION	02/17/2017
25 WATER STREET TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
38292	ASSIST CITIZEN	02/15/2017 19:40	11/18/2016 20:00	02/15/2017	CLOSED BY INVESTIGATION	02/15/2017
15 LITTLE WOLF RD TUPPER LAKE, NEW YORK 12986						
38241	ASSIST CITIZEN	02/09/2017 18:26	02/09/2017 19:32	02/09/2017	CLOSED BY INVESTIGATION	02/09/2017
DEMARS BLVD NEAR FAMILY DOLLAR TUPPER LAKE, NEW					STREET	
38221	ASSIST CITIZEN	02/07/2017 12:00	02/08/2017 10:00	02/07/2017	CLOSED BY INVESTIGATION	02/07/2017
TUPPER LAKE, NEW YORK 12986					GOVERNMENT OFFICE	

SJS INCIDENT TYPES BETWEEN 02/01/2017 AND 02/28/2017

Selection Type: All Incidents, Sorted by "Incident Type"

Print Date/Time: 03/13/2017 8:26:15

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
38348	ASSIST CITIZEN	02/19/2017 10:40	02/19/2017 10:50	02/19/2017	CLOSED BY INVESTIGATION	02/19/2017
32 ISABELLE AVENUE TUPPER LAKE, NEW YORK 12986					PARKING LOT	
38398	ASSIST FIRE DEPARTMENT	02/24/2017 09:49	02/03/2017 20:00	02/24/2017	CLOSED BY INVESTIGATION	02/24/2017
124 PARK STREET TUPPER LAKE, NEW YORK 12986		STEWARTS SHOPS			GAS STATION	
38428	ASSIST NEW YORK STATE POLICE	02/28/2017 00:01	02/28/2017 00:21	02/28/2017	CLOSED BY INVESTIGATION	02/28/2017
146 UNDERWOOD ROAD TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
38365	ASSIST NEW YORK STATE POLICE	02/21/2017 14:06	02/23/2017 14:37	02/21/2017	CLOSED BY INVESTIGATION	02/21/2017
BROAD ST SUNSET AVE TUPPER LAKE, NEW YORK 12986					STREET	
38180	ASSIST NEW YORK STATE POLICE	02/03/2017 23:28	02/03/2017 23:40	02/03/2017	CLOSED BY INVESTIGATION	02/03/2017
1926 STATE ROUTE 30 TUPPER LAKE, NEW YORK 12986					FIELD/WOODS	
38359	ASSIST OTHER LAW ENFORCEMENT AGENCY	02/19/2017 21:41	02/20/2017 19:00	02/19/2017	CLOSED BY INVESTIGATION	02/19/2017
146 UNDERWOOD RD TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
38265	ASSIST OTHER LAW ENFORCEMENT AGENCY	02/13/2017 19:13	02/18/2017 14:00	02/13/2017	CLOSED BY INVESTIGATION	02/18/2017
433 STATE ROUTE 3 TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
38199	ASSIST OTHER LAW ENFORCEMENT AGENCY	02/04/2017 21:13	02/09/2017 12:15	02/04/2017	CLOSED BY INVESTIGATION	02/04/2017
390 HOSLEY AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
38437	ASSIST RESCUE CALL	02/28/2017 21:52		02/28/2017	CLOSED BY INVESTIGATION	02/28/2017
16 BOYER AVENUE TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
38419	ASSIST RESCUE CALL	02/26/2017 21:08	02/27/2017 18:51	02/26/2017	CLOSED BY INVESTIGATION	02/26/2017
8 CEDAR STREET TUPPER LAKE, NEW YORK 12986					MULTIPLE DWELLING	
38408	ASSIST RESCUE CALL	02/26/2017 07:45	02/26/2017 20:07	02/26/2017	CLOSED BY INVESTIGATION	02/26/2017
45 LEBOEUF STREET TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
38407	ASSIST RESCUE CALL	02/25/2017 17:18	02/26/2017 20:07	02/25/2017	CLOSED BY INVESTIGATION	02/25/2017
103 IVY TERRACE TUPPER LAKE, NEW YORK 12986					MULTIPLE DWELLING	
38367	ASSIST RESCUE CALL	02/21/2017 18:39	02/22/2017 16:25	02/21/2017	CLOSED BY INVESTIGATION	02/21/2017
37 CHURCH ST TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
38320	ASSIST RESCUE CALL	02/18/2017 07:08	02/18/2017 07:50	02/18/2017	CLOSED BY INVESTIGATION	02/18/2017
39 FLANDERS STREET TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	

SJS INCIDENT TYPES BETWEEN 02/01/2017 AND 02/28/2017

Selection Type: All Incidents, Sorted by "Incident Type"

Print Date/Time: 03/13/2017 8:26:15

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
38318	ASSIST RESCUE CALL	02/17/2017 23:14	02/17/2017 23:19	02/17/2017	CLOSED BY INVESTIGATION	02/17/2017
28 BRADLEY STREET TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
38261	ASSIST RESCUE CALL	02/12/2017 22:03	02/13/2017 07:02	02/12/2017	CLOSED BY INVESTIGATION	02/12/2017
14 SECOND ST TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
38254	ASSIST RESCUE CALL	02/11/2017 20:14	02/13/2017 07:02	02/11/2017	CLOSED BY INVESTIGATION	02/11/2017
5 BERKLEY AVE TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
38248	ASSIST RESCUE CALL	02/10/2017 15:04	02/13/2017 07:02	02/10/2017	CLOSED BY INVESTIGATION	02/10/2017
PARK STREET TUPPER LAKE, NEW YORK 12986		STEWART'S			PARKING LOT	
38245	ASSIST RESCUE CALL	02/10/2017 00:52	02/13/2017 07:02	02/10/2017	CLOSED BY INVESTIGATION	02/10/2017
15 WOODLAND DRIVE APT 207 TUPPER LAKE, NEW YORK 12		WOODLAND APARTMENTS			MULTIPLE DWELLING	
38222	ASSIST RESCUE CALL	02/07/2017 12:39	02/08/2017 10:00	02/07/2017	CLOSED BY INVESTIGATION	02/07/2017
107 IVY TERRACE TUPPER LAKE, NEW YORK 12986					MULTIPLE DWELLING	
38212	ASSIST RESCUE CALL	02/05/2017 20:32	02/06/2017 09:56	02/05/2017	CLOSED BY INVESTIGATION	02/05/2017
21 BERKLEY AVENUE TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
38189	ASSIST RESCUE CALL	02/04/2017 10:43	02/05/2017 02:38	02/04/2017	CLOSED BY INVESTIGATION	02/04/2017
31 SANTA CLARA AVE TUPPER LAKE, NEW YORK 12986		CIVIC CENTER			OTHER PUBLIC ACCESS BUILDING	
38172	ASSIST RESCUE CALL	02/03/2017 08:54	02/03/2017 09:19	02/03/2017	CLOSED BY INVESTIGATION	02/03/2017
63 SUNSET AVENUE TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
38368	ATTEMPT TO LOCATE PERSON	02/21/2017 19:08	02/22/2017 16:25	02/21/2017	CLOSED BY INVESTIGATION	02/21/2017
9622 STATE ROUTE 3 - CHILDWOLD TUPPER LAKE, NEW YOR					SINGLE FAMILY HOME	
38219	ATTEMPTED SUICIDE	02/06/2017 09:16	02/06/2017 09:56	02/06/2017	ARREST - ADULT	02/06/2017
178 DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
38423	BACKGROUND CHECK HOUSING AUTHORIT	02/27/2017 12:45	02/27/2017 18:51	02/27/2017	CLOSED BY INVESTIGATION	02/27/2017
21 SANTA CLARA AVE TUPPER LAKE, NEW YORK 12986					GOVERNMENT OFFICE	
38422	BACKGROUND CHECK HOUSING AUTHORIT	02/27/2017 12:42	02/27/2017 18:51	02/27/2017	CLOSED BY INVESTIGATION	02/27/2017
21 SANTA CLARA AVE TUPPER LAKE, NEW YORK 12986					GOVERNMENT OFFICE	
38211	BURGLARY	12/30/2016 17:29	02/05/2017 17:32	02/05/2017	PENDING INVESTIGATION	02/05/2017
SANTA CLARA AVENUE UNIT 38 TUPPER LAKE, NEW YORK		LAWRENCE STORAGE			RENTAL STORAGE FACILITY	

SJS INCIDENT TYPES BETWEEN 02/01/2017 AND 02/28/2017

Selection Type: All Incidents, Sorted by "Incident Type"

Print Date/Time: 03/13/2017 8:26:15

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
38264	BURGLARY-ATTEMPTED	02/13/2017 15:31	02/13/2017 20:10	02/13/2017	CLOSED BY INVESTIGATION	02/13/2017
40 MARION AVENUE TUPPER LAKE, NEW YORK 12986		HOLY GHOST ACADEMY			MULTIPLE DWELLING	
38250	CALL REFERRED TO NYSP	02/10/2017 17:47	02/13/2017 07:02	02/10/2017	CLOSED BY INVESTIGATION	02/10/2017
179 PARK STREET APT 2 TUPPER LAKE, NEW YORK 12986					YARD	
38415	CIVIL MATTER	02/26/2017 18:56	02/26/2017 20:07	02/26/2017	CLOSED BY INVESTIGATION	02/26/2017
179 PARK ST APT 2 TUPPER LAKE, NEW YORK 12986					MULTIPLE DWELLING	
38370	CIVIL MATTER	02/21/2017 22:21	02/22/2017 16:25	02/21/2017	CLOSED BY INVESTIGATION	02/21/2017
15 BROAD ST TUPPER LAKE, NEW YORK 12986					MULTIPLE DWELLING	
38430	COMMUNITY SERVICE	02/28/2017 08:06		02/28/2017	CLOSED BY INVESTIGATION	02/28/2017
294 HOSLEY AVENUE TUPPER LAKE, NEW YORK 12986		L.P QUINN			SCHOOL	
38429	COMMUNITY SERVICE	02/28/2017 07:30		02/28/2017	CLOSED BY INVESTIGATION	02/28/2017
25 CHANEY AVENUE TUPPER LAKE, NEW YORK 12986		TUPPER LAKE MIDDLE/HIGH SCHOOL			SCHOOL	
38421	COMMUNITY SERVICE	02/27/2017 08:34	02/27/2017 18:51	02/27/2017	CLOSED BY INVESTIGATION	02/27/2017
294 HOSLEY AVENUE TUPPER LAKE, NEW YORK 12986		L.P QUINN ELEMENTARY			SCHOOL	
38420	COMMUNITY SERVICE	02/27/2017 07:26	02/27/2017 18:51	02/27/2017	CLOSED BY INVESTIGATION	02/27/2017
25 CHANEY AVENUE TUPPER LAKE, NEW YORK 12986		TUPPER LAKE MIDDLE HIGH SCHOOL			SCHOOL	
38410	COMMUNITY SERVICE	02/26/2017 11:47	02/26/2017 20:07	02/26/2017	CLOSED BY INVESTIGATION	02/26/2017
42 WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986		ST. ALPHONSUS CHURCH			STREET	
38409	COMMUNITY SERVICE	02/26/2017 09:13	02/26/2017 20:07	02/26/2017	CLOSED BY INVESTIGATION	02/26/2017
115 MAIN STREET TUPPER LAKE, NEW YORK 12986		HOLY NAME CHURCH			STREET	
38351	COMMUNITY SERVICE	02/19/2017 11:56	02/19/2017 12:07	02/19/2017	CLOSED BY INVESTIGATION	02/19/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
38345	COMMUNITY SERVICE	02/19/2017 09:18	02/19/2017 10:30	02/19/2017	CLOSED BY INVESTIGATION	02/19/2017
MAIN STREET TUPPER LAKE, NEW YORK 12986		HOLY NAME CHURCH			STREET	
38302	COMMUNITY SERVICE	02/17/2017 08:39	02/17/2017 11:11	02/17/2017	CLOSED BY INVESTIGATION	02/17/2017
294 HOSLEY AVENUE TUPPER LAKE, NEW YORK 12986		LP QUINN ELEMENTARY SCHOOL			SCHOOL	
38301	COMMUNITY SERVICE	02/17/2017 07:18	02/17/2017 07:50	02/17/2017	CLOSED BY INVESTIGATION	02/17/2017
25 CHANEY AVENUE TUPPER LAKE, NEW YORK 12986		TUPPER LAKE MIDDLE / HIGH SCHOOL			SCHOOL	

SJS INCIDENT TYPES BETWEEN 02/01/2017 AND 02/28/2017

Selection Type: All Incidents, Sorted by "Incident Type"

Print Date/Time: 03/13/2017 8:26:15

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
38275	COMMUNITY SERVICE	02/14/2017 08:09	02/14/2017 08:33	02/14/2017	CLOSED BY INVESTIGATION	02/14/2017
HOSLEY AVENUE TUPPER LAKE, NEW YORK 12986		LP QUINN ELEMENTARY SCHOOL			SCHOOL	
38274	COMMUNITY SERVICE	02/14/2017 07:23	02/14/2017 08:33	02/14/2017	CLOSED BY INVESTIGATION	02/14/2017
25 CHANEY AVE TUPPER LAKE, NEW YORK 12986		TUPPER LAKE HIGH SCHOOL			SCHOOL	
38259	COMMUNITY SERVICE	02/12/2017 11:30	02/13/2017 07:02	02/12/2017	CLOSED BY INVESTIGATION	02/12/2017
WAWBEEK AVE TUPPER LAKE, NEW YORK 12986					STREET	
38257	COMMUNITY SERVICE	02/12/2017 09:08	02/13/2017 07:02	02/12/2017	CLOSED BY INVESTIGATION	02/12/2017
115 MAIN STREET TUPPER LAKE, NEW YORK 12986		HOLY NAME CHURCH			STREET	
38253	COMMUNITY SERVICE	02/11/2017 16:38	02/13/2017 07:02	02/11/2017	CLOSED BY INVESTIGATION	02/11/2017
WAWBEEK AVE TUPPER LAKE, NEW YORK 12986		ST. ALPHONSUS			STREET	
38238	COMMUNITY SERVICE	02/09/2017 07:21	02/09/2017 21:30	02/09/2017	CLOSED BY INVESTIGATION	02/09/2017
25 CHANEY AVENUE TUPPER LAKE, NEW YORK 12986					SCHOOL	
38208	COMMUNITY SERVICE	02/05/2017 11:38	02/05/2017 17:32	02/05/2017	CLOSED BY INVESTIGATION	02/05/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
38204	COMMUNITY SERVICE	02/05/2017 09:13	02/05/2017 10:24	02/05/2017	CLOSED BY INVESTIGATION	02/05/2017
MAIN STREET TUPPER LAKE, NEW YORK 12986					STREET	
38171	COMMUNITY SERVICE	02/03/2017 08:04	02/03/2017 21:25	02/03/2017	CLOSED BY INVESTIGATION	02/03/2017
294 HOSLEY AVENUE TUPPER LAKE, NEW YORK 12986		LP QUINN			SCHOOL	
38170	COMMUNITY SERVICE	02/03/2017 07:22	02/03/2017 21:25	02/03/2017	CLOSED BY INVESTIGATION	02/03/2017
25 CHANEY AVENUE TUPPER LAKE, NEW YORK 12986		TUPPER LAKE MIDDLE/HIGH SCHOOL			SCHOOL	
38163	COMMUNITY SERVICE	02/02/2017 08:23	02/03/2017 21:25	02/02/2017	CLOSED BY INVESTIGATION	02/02/2017
294 HOSLEY AVENUE TUPPER LAKE, NEW YORK 12986		LP QUINN				
38162	COMMUNITY SERVICE	02/02/2017 07:29	02/03/2017 21:25	02/02/2017	CLOSED BY INVESTIGATION	02/02/2017
25 CHANEY AVENUE TUPPER LAKE, NEW YORK 12986						
38392	CRIMINAL	02/23/2017 15:10	02/23/2017 15:30	02/23/2017	ARREST - ADULT	02/23/2017
21 SANTA CLARA AVENUE BLDG SUITE 2 TUPPER LAKE, NEV		TUPPER LAKE POLICE DEPARTMENT			GOVERNMENT OFFICE	
38383	CRIMINAL	02/22/2017 22:11	02/22/2017 22:47	02/22/2017	ARREST - ADULT	02/22/2017
MAIN STREET TUPPER LAKE, NEW YORK 12986					STREET	

SJS INCIDENT TYPES BETWEEN 02/01/2017 AND 02/28/2017

Selection Type: All Incidents, Sorted by "Incident Type"

Print Date/Time: 03/13/2017 8:26:15

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
38366	CRIMINAL	02/06/2017 18:00	02/20/2017 19:00	02/20/2017	ARREST - ADULT	02/21/2017
53 PARK STREET TUPPER LAKE, NEW YORK 12986		TUPPER LAKE VILLAGE COURT			GOVERNMENT OFFICE	
38386	CRIMINAL MISCHIEF	02/22/2017 22:00	02/23/2017 08:35	02/23/2017	PENDING INVESTIGATION	02/23/2017
44 HIGH STREET TUPPER LAKE, NEW YORK 12986					STREET	
38344	CRIMINAL MISCHIEF	02/19/2017 08:14	02/19/2017 10:30	02/19/2017	CLOSED - VIC. REFUSED COC	02/19/2017
56-68 HIGH STREET TUPPER LAKE, NEW YORK 12986		WATER DEPARTMENT SUB STATION			YARD	
38256	CRIMINAL MISCHIEF	02/10/2017 06:00	02/13/2017 07:02	02/11/2017	CLOSED BY INVESTIGATION	02/11/2017
SANTA CLARA AVE TUPPER LAKE, NEW YORK 12986		LAWRENCE STORAGE			RENTAL STORAGE FACILITY	
38342	DOMESTIC DISPUTE	02/19/2017 00:42	02/19/2017 01:12	02/19/2017	CLOSED BY INVESTIGATION	02/19/2017
31 FIRST STREET TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
38293	DOMESTIC DISPUTE	02/15/2017 22:05	11/18/2016 20:00	02/15/2017	CLOSED - VIC. REFUSED COC	02/16/2017
32 CEDAR ST APT 2 TUPPER LAKE, NEW YORK 12986						
38276	DOMESTIC DISPUTE	02/14/2017 08:30	02/14/2017 08:33	02/14/2017	CLOSED BY INVESTIGATION	02/14/2017
15 CHURCH STREET APT 3C TUPPER LAKE, NEW YORK 12986		DONALD E SMITHS APARTMENTS			SINGLE FAMILY HOME	
38269	DOMESTIC DISPUTE	02/13/2017 20:00	02/13/2017 20:10	02/13/2017	CLOSED BY INVESTIGATION	02/14/2017
44 UNDERWOOD ROAD TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
38263	DOMESTIC DISPUTE	02/13/2017 06:47	02/13/2017 07:02	02/13/2017	CLOSED BY INVESTIGATION	02/13/2017
179 PARK STREET APT 2 TUPPER LAKE, NEW YORK 12986		' THE PLAZA MOTEL '			MULTIPLE DWELLING	
38251	DOMESTIC DISPUTE	02/10/2017 20:44	02/13/2017 07:02	02/10/2017	CLOSED BY INVESTIGATION	02/10/2017
9 WOODLAND DRIVE TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
38224	DOMESTIC DISPUTE	02/07/2017 13:48	02/08/2017 10:00	02/07/2017	CLOSED BY INVESTIGATION	02/07/2017
104 IVY TERR TUPPER LAKE, NEW YORK 12986					MULTIPLE DWELLING	
38206	DOMESTIC DISPUTE	02/05/2017 10:09	02/05/2017 10:24	02/05/2017	CLOSED - VIC. REFUSED COC	02/05/2017
15 THIRD STREET TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
38201	DRIVING WHILE INTOXICATED	02/05/2017 02:31	02/05/2017 02:38	02/05/2017	ARREST - ADULT	02/08/2017
WASHINGTON STREET TUPPER LAKE, NEW YORK 12986					STREET	
38242	DRUG POSSESSION	02/09/2017 19:11	02/09/2017 19:32	02/09/2017	ARREST - ADULT	02/09/2017
DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986					STREET	

SJS INCIDENT TYPES BETWEEN 02/01/2017 AND 02/28/2017

Selection Type: All Incidents, Sorted by "Incident Type"

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Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
38225	ELECTRIC	02/08/2017 09:36	02/09/2017 21:30	02/08/2017	CLOSED BY INVESTIGATION	02/08/2017
TUPPER LAKE, NEW YORK 12986		TUPPER LAKE FILTER PLANT			FACTORY/MILL/PLANT	
38227	ELECTRIC	02/08/2017 00:30	02/08/2017 10:00	02/08/2017	CLOSED BY INVESTIGATION	02/08/2017
21 SANTA CLARA AVE TUPPER LAKE, NEW YORK 12986		TUPPER LAKE ESB			GOVERNMENT OFFICE	
38223	ELECTRIC	02/07/2017 13:33	02/08/2017 10:00	02/07/2017	CLOSED BY INVESTIGATION	02/07/2017
BRENTWWOD AVE LAKE ST TUPPER LAKE, NEW YORK 1298					STREET	
38332	FIRE	02/18/2017 12:55	02/18/2017 19:20	02/18/2017	CLOSED BY INVESTIGATION	02/18/2017
63 PLEASANT AVENUE AREA OF IVY TERRACE TUPPER LAK					YARD	
38298	FROM BUILDING	11/21/2016 09:00	11/21/2016 20:00	02/16/2017	PENDING INVESTIGATION	02/16/2017
8 DEMARS BLVD TUPPER LAKE, NEW YORK 12986		RAYS LIQUOR STORE			LIQUOR STORE	
38297	FROM BUILDING	11/21/2016 09:00	11/21/2016 20:00	02/16/2017	PENDING INVESTIGATION	03/10/2017
8 DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986		RAYS LIQUOR STORE			LIQUOR STORE	
38296	FROM BUILDING	11/19/2016 09:00	11/19/2016 20:00	02/16/2017	PENDING INVESTIGATION	02/16/2017
8 DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986		RAYS LIQUOR STORE			LIQUOR STORE	
38295	FROM BUILDING	11/18/2016 09:00	11/18/2016 20:00	02/16/2017	PENDING INVESTIGATION	02/16/2017
8 DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986		RAYS LIQUOR STORE			LIQUOR STORE	
38294	FROM BUILDING	11/18/2016 09:00	11/18/2016 20:00	02/16/2017	PENDING INVESTIGATION	02/16/2017
8 DEMARS BLVD TUPPER LAKE, NEW YORK 12986		RAYS LIQUOR STORE			LIQUOR STORE	
38220	FROM BUILDING	09/01/2016 22:07	02/08/2017 10:00	02/06/2017	CLOSED - PROS. DECLINED	02/07/2017
41 MAIN STREET APT 1 TUPPER LAKE, NEW YORK 12986					MULTIPLE DWELLING	
38306	HARASSMENT	02/17/2017 13:00	02/17/2017 13:10	02/17/2017	CLOSED BY INVESTIGATION	02/17/2017
94 DEMARS BOULEVARD BLDG SUITE 5 TUPPER LAKE, NEW		SAVE A LOT			GROCERY/SUPERMARKET	
38401	INSUFFICIENT FUNDS	12/03/2016 08:00	02/03/2017 20:00	02/24/2017	PENDING INVESTIGATION	02/24/2017
94 DEMARS BLVD TUPPER LAKE, NEW YORK 12986		BOULEVARD WINE & SPIRTS			LIQUOR STORE	
38230	INSUFFICIENT FUNDS	02/08/2017 15:35	02/09/2017 21:30	02/08/2017	CLOSED BY INVESTIGATION	02/08/2017
58 MAIN STREET TUPPER LAKE, NEW YORK 12986		LARKINS GAS STATION			GAS STATION	
38402	LANDLORD TENANT TROUBLE	02/24/2017 22:33	02/25/2017 13:33	02/24/2017	CLOSED BY INVESTIGATION	02/24/2017
179 PARK ST APT 2 TUPPER LAKE, NEW YORK 12986					MULTIPLE DWELLING	

SJS INCIDENT TYPES BETWEEN 02/01/2017 AND 02/28/2017

Selection Type: All Incidents, Sorted by "Incident Type"

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Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
38284	LOCKOUT-RESIDENTIAL	02/14/2017 20:02	11/18/2016 20:00	02/14/2017	CLOSED BY INVESTIGATION	02/14/2017
7 HIGH STREET APT 4 TUPPER LAKE, NEW YORK 12986					RESIDENTIAL FACILITY	
38369	LOST OR STOLEN LICENSE PLATES	02/21/2017 19:53	02/22/2017 16:25	02/21/2017	CLOSED BY INVESTIGATION	02/21/2017
TUPPER LAKE, NEW YORK 12986						
38418	MENTAL HEALTH INCIDENTS	02/26/2017 19:38	02/26/2017 20:07	02/26/2017	ARREST - ADULT	02/26/2017
26 WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986		SUNMOUNT DDSO			RESIDENTIAL FACILITY	
38414	MENTAL HEALTH INCIDENTS	02/26/2017 18:10	02/26/2017 20:07	02/26/2017	CLOSED BY INVESTIGATION	02/26/2017
26 WAWBEEK AVE TUPPER LAKE, NEW YORK 12986					RESIDENTIAL FACILITY	
38412	MENTAL HEALTH INCIDENTS	02/26/2017 16:42	02/26/2017 20:07	02/26/2017	CLOSED BY INVESTIGATION	02/26/2017
26 WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					MULTIPLE DWELLING	
38299	MENTAL HEALTH INCIDENTS	02/16/2017 06:00	02/17/2017 07:50	02/16/2017	CLOSED BY INVESTIGATION	02/16/2017
TUPPER LAKE, NEW YORK 12986		STORAGE UNIT ON PINE STREET UNIT 3			RENTAL STORAGE FACILITY	
38268	MENTAL HEALTH INCIDENTS	02/13/2017 20:07	02/13/2017 20:10	02/13/2017	CLOSED BY INVESTIGATION	02/13/2017
23 MAIN STREET TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
38396	MISSING CHILD	02/23/2017 19:01	02/23/2017 20:30	02/23/2017	CLOSED BY INVESTIGATION	02/23/2017
38 CHANEY AVENUE TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
38400	MOTORCYCLE COMPLAINT	02/24/2017 17:24	02/03/2017 20:00	02/24/2017	CLOSED BY INVESTIGATION	02/24/2017
92 MAIN STREET TUPPER LAKE, NEW YORK 12986					STREET	
38357	NARCOTICS SEARCH/VEHICLE - LOCATED B'	02/19/2017 15:05	02/19/2017 16:00	02/19/2017	ARREST - ADULT	02/19/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	
38304	NARCOTICS SEARCH/VEHICLE - LOCATED B'	02/17/2017 10:31	02/17/2017 11:11	02/17/2017	ARREST - ADULT	02/17/2017
MAIN STREET TUPPER LAKE, NEW YORK 12986					STREET	
38286	NARCOTICS SEARCH/VEHICLE - LOCATED B'	02/15/2017 00:36	11/18/2016 20:00	02/15/2017	ARREST - ADULT	02/15/2017
SANTA CLARA AVENUE MCLAUGHLIN AVENUE TUPPER LA					STREET	
38424	NARCOTICS SEARCH/VEHICLE - LOCATED B'	02/27/2017 14:06	02/27/2017 17:00	02/27/2017	CLOSED BY INVESTIGATION	02/27/2017
STATE ROUTE 30 TUPPER LAKE, NEW YORK 12986					STREET	
38290	NARCOTICS SEARCH/VEHICLE - NOT LOCAT	02/14/2017 13:00	02/14/2017 15:00	02/14/2017	CLOSED BY INVESTIGATION	02/15/2017
9754 STATE ROUTE 3 CHILDWOLD, NEW YORK 12922		THIRSTY MOOSE PUB & GRUB			STREET	

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Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
38360	NO PARKING 2AM-6AM : 48-8	02/20/2017 04:35	02/20/2017 19:00	02/20/2017	CLOSED BY INVESTIGATION	02/20/2017
PARK STREET TUPPER LAKE, NEW YORK 12986					STREET	
38319	NO PARKING 2AM-6AM : 48-8	02/18/2017 05:25	02/18/2017 07:50	02/18/2017	CLOSED BY INVESTIGATION	02/18/2017
HIGH STREET TUPPER LAKE, NEW YORK 12986					STREET	
38236	NO PARKING 2AM-6AM : 48-8	02/09/2017 02:58	02/09/2017 21:30	02/09/2017	CLOSED BY INVESTIGATION	02/09/2017
CHANEY AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
38235	NO PARKING 2AM-6AM : 48-8	02/09/2017 02:54	02/09/2017 21:30	02/09/2017	CLOSED BY INVESTIGATION	02/09/2017
CHANEY AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
38169	NO PARKING 2AM-6AM : 48-8	02/03/2017 02:55	02/03/2017 21:25	02/03/2017	CLOSED BY INVESTIGATION	02/03/2017
CLIFF AVE TUPPER LAKE, NEW YORK 12986					STREET	
38168	NO PARKING 2AM-6AM : 48-8	02/03/2017 02:53	02/03/2017 21:25	02/03/2017	CLOSED BY INVESTIGATION	02/03/2017
CLIFF AVE TUPPER LAKE, NEW YORK 12986					STREET	
38291	OFFICER SICK REPORT	02/15/2017 15:00	11/18/2016 20:00	02/15/2017	CLOSED BY INVESTIGATION	02/15/2017
TUPPER LAKE, NEW YORK 12986		TLPD			GOVERNMENT OFFICE	
38289	OPEN DOOR	02/15/2017 03:33	11/18/2016 20:00	02/15/2017	CLOSED BY INVESTIGATION	02/15/2017
58 MAIN STREET TUPPER LAKE, NEW YORK 12986		LARKINS DELI			GAS STATION	
38288	OPEN DOOR	02/15/2017 03:23	11/18/2016 20:00	02/15/2017	CLOSED BY INVESTIGATION	02/15/2017
37 DEPOT STREET TUPPER LAKE, NEW YORK 12986		TRAIN STATION			OTHER PUBLIC ACCESS BUILDING	
38287	OPEN DOOR	02/15/2017 03:13	11/18/2016 20:00	02/15/2017	CLOSED BY INVESTIGATION	02/15/2017
24 CHEMICAL STREET TUPPER LAKE, NEW YORK 12986		LEMIEUX CONTRACTING			OTHER COMMERCIAL SERVICE LOCATION	
38273	OPEN DOOR	02/14/2017 03:09	02/14/2017 08:33	02/14/2017	CLOSED BY INVESTIGATION	02/14/2017
161 MAIN STREET TUPPER LAKE, NEW YORK 12986		PAUL MITCHELLS LOGGING			OTHER COMMERCIAL SERVICE LOCATION	
38272	OPEN DOOR	02/14/2017 02:53	02/14/2017 08:33	02/14/2017	CLOSED BY INVESTIGATION	02/14/2017
249 MCLAUGHLIN AVENUE TUPPER LAKE, NEW YORK 12986		ONEILL BROTHER'S LOGGING INC			OTHER COMMERCIAL SERVICE LOCATION	
38271	OPEN DOOR	02/14/2017 02:47	02/14/2017 08:33	02/14/2017	CLOSED BY INVESTIGATION	02/14/2017
24 CHEMICAL STREET TUPPER LAKE, NEW YORK 12986		LEMIEUX CONTRACTING			OTHER COMMERCIAL SERVICE LOCATION	
38247	OPEN DOOR	02/10/2017 03:22	02/13/2017 07:02	02/10/2017	CLOSED BY INVESTIGATION	02/10/2017
249 MCLAUGHLIN AVENUE TUPPER LAKE, NEW YORK 12986		ONEILL BROTHERS LOGGING INC			OTHER COMMERCIAL SERVICE LOCATION	

SJS INCIDENT TYPES BETWEEN 02/01/2017 AND 02/28/2017

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Incident Address Information		Business Name			Location Type	
38234	OPEN DOOR	02/09/2017 02:23	02/09/2017 21:30	02/09/2017	CLOSED BY INVESTIGATION	02/09/2017
249 MCLAUGHLIN AVENUE TUPPER LAKE, NEW YORK 12986		ONEILL BROTHERS LOGGING INC			OTHER COMMERCIAL SERVICE LOCATION	
38217	OPEN DOOR	02/06/2017 03:20	02/06/2017 09:56	02/06/2017	CLOSED BY INVESTIGATION	02/06/2017
4 WATER STREET TUPPER LAKE, NEW YORK 12986		TUPPER LAKE WASTE WATER TREATMENT PLA			OTHER PUBLIC ACCESS BUILDING	
38216	OPEN DOOR	02/06/2017 03:04	02/06/2017 09:56	02/06/2017	CLOSED BY INVESTIGATION	02/06/2017
161 MAIN STREET TUPPER LAKE, NEW YORK 12986		PAUL MITCHELL LOGGING			OTHER COMMERCIAL SERVICE LOCATION	
38215	OPEN DOOR	02/06/2017 02:55	02/06/2017 09:56	02/06/2017	CLOSED BY INVESTIGATION	02/06/2017
193 MAIN STREET TUPPER LAKE, NEW YORK 12986		ERICS AUTO AND TRUCK			AUTO SHOP	
38214	OPEN DOOR	02/06/2017 02:44	02/06/2017 09:56	02/06/2017	CLOSED BY INVESTIGATION	02/06/2017
249 MCLAUGHLIN AVENUE TUPPER LAKE, NEW YORK 12986		ONEILL BROTHERS LOGGING INC			OTHER COMMERCIAL SERVICE LOCATION	
38213	OPEN DOOR	02/06/2017 02:39	02/06/2017 09:56	02/06/2017	CLOSED BY INVESTIGATION	02/06/2017
24 CHEMICAL STREET TUPPER LAKE, NEW YORK 12986		LEMIEUX CONTRACTING			OTHER COMMERCIAL SERVICE LOCATION	
38363	ORDER OF PROTECTION SERVED (VILLAGE (	02/20/2017 18:30	02/20/2017 19:00	02/20/2017	CLOSED BY INVESTIGATION	02/20/2017
54 HEBERT LANE TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
38160	OTHER	02/01/2017 19:44	02/03/2017 21:25	02/01/2017	CLOSED - VIC. REFUSED COC	02/01/2017
179 PARK STREET APT 4 TUPPER LAKE, NEW YORK 12986					MULTIPLE DWELLING	
38260	PERSONAL INJURY	02/12/2017 16:46	02/13/2017 07:02	02/12/2017	PENDING INVESTIGATION	02/12/2017
4 PLEASANT AVE TUPPER LAKE, NEW YORK 12986		RITE AID			STREET	
38381	PROHIBITED PARKING : 48-9	02/22/2017 14:40	02/22/2017 16:25	02/22/2017	CLOSED BY INVESTIGATION	02/22/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
38315	PROHIBITED PARKING : 48-9	02/17/2017 17:30	02/17/2017 23:19	02/17/2017	CLOSED BY INVESTIGATION	02/17/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
38176	PROHIBITED PARKING : 48-9	02/03/2017 19:37	02/03/2017 21:25	02/03/2017	CLOSED BY INVESTIGATION	02/03/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
38393	PROPERTY CHECK	02/23/2017 15:00	02/23/2017 20:30	02/23/2017	PENDING INVESTIGATION	03/07/2017
37 DEPOT STREET TUPPER LAKE, NEW YORK 12986		NEXT STOP TUPPER LAKE TRAIN STATION			TRANSIT FACILITY	
38362	PROPERTY DAMAGE	02/20/2017 19:03	02/22/2017 16:25	02/20/2017	CLOSED BY INVESTIGATION	02/20/2017
TUPPER LAKE, NEW YORK 12986		THE PARK			PARK/PLAYGROUND	

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Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
38358	PROPERTY DAMAGE	02/19/2017 18:40	02/20/2017 19:00	02/19/2017	CLOSED BY INVESTIGATION	02/19/2017
4 ROUNDS AVE TUPPER LAKE, NEW YORK 12986					STREET	
38249	PROPERTY DAMAGE	02/10/2017 17:13	02/13/2017 07:02	02/10/2017	CLOSED BY INVESTIGATION	02/10/2017
252 PARK STREET TUPPER LAKE, NEW YORK 12986					PARKING LOT	
38157	PROPERTY DAMAGE	02/01/2017 09:46	02/01/2017 10:10	02/01/2017	CLOSED BY INVESTIGATION	02/01/2017
SANTA CLARA AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
38327	PROPERTY DISPUTE	02/18/2017 10:21	02/18/2017 10:46	02/18/2017	CLOSED BY INVESTIGATION	02/18/2017
110 IVY TERRACE 88 IVY TERRACE TUPPER LAKE, NEW YOR					MULTIPLE DWELLING	
38231	PROPERTY SAFE KEEPING	02/08/2017 17:15	02/09/2017 21:30	02/08/2017	CLOSED BY INVESTIGATION	02/08/2017
21 SANTA CLARA TUPPER LAKE, NEW YORK 12986					GOVERNMENT OFFICE	
38399	RECKLESS DRIVING	02/23/2017 14:35	02/23/2017 14:37	02/23/2017	PENDING INVESTIGATION	02/24/2017
STATE ROUTE 3 TUPPER LAKE, NEW YORK 12986					STREET	
38380	SERVED VILLAGE COURT SUBPOENAS	02/22/2017 16:23	02/22/2017 16:25	02/22/2017	CLOSED BY INVESTIGATION	02/22/2017
21 MAIN STREET TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
38164	SERVED/DELIVERED COURT DOCUMENTS	02/02/2017 18:57	02/03/2017 21:25	02/02/2017	CLOSED BY INVESTIGATION	02/02/2017
110 IVY TERR TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
38197	SEX OFFENSES	02/02/2017 14:47	02/03/2017 21:25	02/02/2017	PENDING INVESTIGATION	02/06/2017
13 MAIN STREET APT 5 TUPPER LAKE, NEW YORK 12986						
38417	SIMPLE ASSAULT	02/26/2017 18:55	02/26/2017 20:07	02/26/2017	CLOSED BY INVESTIGATION	02/26/2017
26 WAWBEEK AVE TUPPER LAKE, NEW YORK 12986		NEW YORK STATE			RESIDENTIAL FACILITY	
38343	SNOWMOBILE COMPLAINT	02/19/2017 03:18	02/19/2017 06:15	02/19/2017	CLOSED BY INVESTIGATION	02/28/2017
SECOND STREET TUPPER LAKE, NEW YORK 12986					STREET	
38278	SNOWMOBILE COMPLAINT	02/14/2017 18:00	02/14/2017 18:41	02/14/2017	CLOSED BY INVESTIGATION	02/14/2017
24 PARK STREET 12 PARK STREET TUPPER LAKE, NEW YORK					STREET	
38209	SNOWMOBILE COMPLAINT	02/05/2017 14:38	02/06/2017 09:56	02/05/2017	CLOSED BY INVESTIGATION	02/05/2017
7 EMMA STREET TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
38385	SUSPICIOUS PERSON	02/23/2017 08:04	02/23/2017 08:10	02/23/2017	CLOSED BY INVESTIGATION	02/23/2017
10 NINTH STREET TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	

SJS INCIDENT TYPES BETWEEN 02/01/2017 AND 02/28/2017

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Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
38159	SUSPICIOUS PERSON	02/01/2017 15:44	02/01/2017 16:00	02/01/2017	CLOSED BY INVESTIGATION	02/01/2017
75 MAIN STREET TUPPER LAKE, NEW YORK 12986		HYDES NICE AND EASY MOBIL			GAS STATION	
38218	SUSPICIOUS VEHICLE	02/06/2017 03:27	02/06/2017 09:56	02/06/2017	CLOSED BY INVESTIGATION	02/06/2017
25 CHANEY AVENUE TUPPER LAKE, NEW YORK 12986		TUPPER LAKE MIDDLE HIGH SCHOOL			PARKING LOT	
38181	SUSPICIOUS VEHICLE	02/04/2017 00:11	02/05/2017 02:38	02/04/2017	CLOSED BY INVESTIGATION	02/04/2017
294 HOSLEY AVENUE TUPPER LAKE, NEW YORK 12986		LP QUINN ELEMENTARY SCHOOL			PARKING LOT	
38158	SUSPICIOUS VEHICLE	01/18/2017 00:00	02/01/2017 12:05	02/01/2017	CLOSED BY INVESTIGATION	02/01/2017
34 LAKE STREET TUPPER LAKE, NEW YORK 12986		DR. WILSON'S OFFICE			PARKING LOT	
38161	TRESPASS	02/01/2017 20:20	02/03/2017 21:25	02/01/2017	ARREST - ADULT	02/02/2017
179 PARK STREET APT 20 TUPPER LAKE, NEW YORK 12986					MULTIPLE DWELLING	
38405	UNATTENDED DEATH	02/25/2017 12:30	02/25/2017 13:33	02/25/2017	PENDING INVESTIGATION	03/06/2017
12 PARK STREET APT 1 TUPPER LAKE, NEW YORK 12986					MULTIPLE DWELLING	
38352	UNATTENDED DEATH	02/19/2017 12:03	02/19/2017 12:54	02/19/2017	CLOSED BY INVESTIGATION	02/19/2017
79 WASHINGTON STREET TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
38240	UNATTENDED DEATH	02/09/2017 16:25	02/09/2017 21:30	02/09/2017	PENDING INVESTIGATION	02/15/2017
12 OHIO STREET TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
38300	UNLOCKED DOOR	02/16/2017 20:07	02/17/2017 07:50	02/16/2017	CLOSED BY INVESTIGATION	02/16/2017
CLIFF AVE TUPPER LAKE, NEW YORK 12986		TUPPER LAKE FREE LIBRARY			OTHER PUBLIC ACCESS BUILDING	
38252	V AND T COMPLAINTS	02/11/2017 13:12	02/13/2017 07:02	02/11/2017	CLOSED BY INVESTIGATION	02/11/2017
STATE ROUTE 3 DEMARS BLVD TUPPER LAKE, NEW YORK 1					STREET	
38210	V AND T COMPLAINTS	02/05/2017 15:36	02/06/2017 09:56	02/05/2017	CLOSED BY INVESTIGATION	02/05/2017
MAIN ST TUPPER LAKE, NEW YORK 12986						
38435	VEHICLE & TRAFFIC STOP	02/28/2017 18:13		02/28/2017	CLOSED BY INVESTIGATION	02/28/2017
PARK STREET TUPPER LAKE, NEW YORK 12986					STREET	
38432	VEHICLE & TRAFFIC STOP	02/28/2017 11:57		02/28/2017	CLOSED BY INVESTIGATION	02/28/2017
MAIN STREET TUPPER LAKE, NEW YORK 12986					STREET	
38431	VEHICLE & TRAFFIC STOP	02/28/2017 11:51		02/28/2017	CLOSED BY INVESTIGATION	02/28/2017
MAIN STREET STATE ROUTE 3 TUPPER LAKE, NEW YORK 12					STREET	

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Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
38427	VEHICLE & TRAFFIC STOP	02/27/2017 20:18	02/27/2017 20:22	02/27/2017	CLOSED BY INVESTIGATION	02/27/2017
SANTA CLARA AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
38425	VEHICLE & TRAFFIC STOP	02/27/2017 18:41	02/27/2017 18:51	02/27/2017	CLOSED BY INVESTIGATION	02/27/2017
MAIN STREET TUPPER LAKE, NEW YORK 12986					STREET	
38426	VEHICLE & TRAFFIC STOP	02/27/2017 18:36	02/27/2017 18:51	02/27/2017	CLOSED BY INVESTIGATION	02/27/2017
MAIN STREET TUPPER LAKE, NEW YORK 12986					STREET	
38404	VEHICLE & TRAFFIC STOP	02/25/2017 10:54	02/25/2017 13:33	02/25/2017	CLOSED BY INVESTIGATION	02/25/2017
LAKE STREET TUPPER LAKE, NEW YORK 12986					STREET	
38391	VEHICLE & TRAFFIC STOP	02/23/2017 13:40	02/23/2017 15:30	02/23/2017	CLOSED BY INVESTIGATION	02/23/2017
SANTA CLARA AVE TUPPER LAKE, NEW YORK 12986					STREET	
38390	VEHICLE & TRAFFIC STOP	02/23/2017 13:14	02/23/2017 15:30	02/23/2017	CLOSED-EXTRAD. DECLINEI	02/23/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	
38389	VEHICLE & TRAFFIC STOP	02/23/2017 12:48	02/23/2017 15:30	02/23/2017	CLOSED BY INVESTIGATION	02/23/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	
38388	VEHICLE & TRAFFIC STOP	02/23/2017 12:24	02/23/2017 15:30	02/23/2017	CLOSED BY INVESTIGATION	02/23/2017
MAIN STREET TUPPER LAKE, NEW YORK 12986					STREET	
38387	VEHICLE & TRAFFIC STOP	02/23/2017 12:06	02/23/2017 15:30	02/23/2017	CLOSED BY INVESTIGATION	02/23/2017
WAWBEEK AVENUE STATE ROUTE 3 TUPPER LAKE, NEW YC					STREET	
38382	VEHICLE & TRAFFIC STOP	02/22/2017 19:46	02/22/2017 22:47	02/22/2017	CLOSED BY INVESTIGATION	02/22/2017
MCLAUGHIN AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
38379	VEHICLE & TRAFFIC STOP	02/22/2017 15:34	02/22/2017 16:25	02/22/2017	CLOSED BY INVESTIGATION	02/22/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	
38378	VEHICLE & TRAFFIC STOP	02/22/2017 15:31	02/22/2017 16:25	02/22/2017	CLOSED BY INVESTIGATION	02/22/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	
38377	VEHICLE & TRAFFIC STOP	02/22/2017 15:25	02/22/2017 16:25	02/22/2017	CLOSED BY INVESTIGATION	02/22/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	
38376	VEHICLE & TRAFFIC STOP	02/22/2017 15:04	02/22/2017 16:25	02/22/2017	CLOSED BY INVESTIGATION	02/22/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	

SJS INCIDENT TYPES BETWEEN 02/01/2017 AND 02/28/2017

Selection Type: All Incidents, Sorted by "Incident Type"

Print Date/Time: 03/13/2017 8:26:15

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
38375	VEHICLE & TRAFFIC STOP	02/22/2017 14:45	02/22/2017 16:25	02/22/2017	CLOSED BY INVESTIGATION	02/22/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	
38374	VEHICLE & TRAFFIC STOP	02/22/2017 14:38	02/22/2017 16:25	02/22/2017	PENDING INVESTIGATION	02/22/2017
WAWBEEK AVE TUPPER LAKE, NEW YORK 12986						
38373	VEHICLE & TRAFFIC STOP	02/22/2017 14:04	02/22/2017 16:25	02/22/2017	CLOSED BY INVESTIGATION	02/22/2017
MAIN STREET TUPPER LAKE, NEW YORK 12986					STREET	
38372	VEHICLE & TRAFFIC STOP	02/22/2017 12:57	02/22/2017 16:25	02/22/2017	CLOSED BY INVESTIGATION	02/22/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
38371	VEHICLE & TRAFFIC STOP	02/22/2017 12:38	02/22/2017 16:25	02/22/2017	CLOSED BY INVESTIGATION	02/22/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
38356	VEHICLE & TRAFFIC STOP	02/19/2017 14:52	02/19/2017 16:00	02/19/2017	CLOSED BY INVESTIGATION	02/19/2017
FRONT STREET TUPPER LAKE, NEW YORK 12986					STREET	
38355	VEHICLE & TRAFFIC STOP	02/19/2017 14:39	02/19/2017 16:00	02/19/2017	CLOSED BY INVESTIGATION	02/19/2017
PARK STREET TUPPER LAKE, NEW YORK 12986					STREET	
38354	VEHICLE & TRAFFIC STOP	02/19/2017 14:29	02/19/2017 14:31	02/19/2017	CLOSED BY INVESTIGATION	02/19/2017
DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986					STREET	
38353	VEHICLE & TRAFFIC STOP	02/19/2017 14:22	02/19/2017 14:31	02/19/2017	CLOSED BY INVESTIGATION	02/19/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	
38350	VEHICLE & TRAFFIC STOP	02/19/2017 11:11	02/19/2017 11:15	02/19/2017	CLOSED BY INVESTIGATION	02/19/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	
38349	VEHICLE & TRAFFIC STOP	02/19/2017 10:56	02/19/2017 11:06	02/19/2017	CLOSED BY INVESTIGATION	02/19/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	
38347	VEHICLE & TRAFFIC STOP	02/19/2017 10:16	02/19/2017 10:25	02/19/2017	CLOSED BY INVESTIGATION	02/19/2017
MAIN STREET STATE ROUTE 3 TUPPER LAKE, NEW YORK 12					STREET	
38346	VEHICLE & TRAFFIC STOP	02/19/2017 10:03	02/19/2017 10:11	02/19/2017	CLOSED BY INVESTIGATION	02/19/2017
MAIN STREET TUPPER LAKE, NEW YORK 12986					STREET	
38341	VEHICLE & TRAFFIC STOP	02/18/2017 21:36	02/18/2017 21:38	02/18/2017	CLOSED BY INVESTIGATION	02/18/2017
DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986					STREET	

SJS INCIDENT TYPES BETWEEN 02/01/2017 AND 02/28/2017

Selection Type: All Incidents, Sorted by "Incident Type"

Print Date/Time: 03/13/2017 8:26:15

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
38340	VEHICLE & TRAFFIC STOP	02/18/2017 19:57	02/18/2017 19:59	02/18/2017	CLOSED BY INVESTIGATION	02/18/2017
MCLAUGHLIN AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
38339	VEHICLE & TRAFFIC STOP	02/18/2017 19:07	02/18/2017 19:20	02/18/2017	CLOSED BY INVESTIGATION	02/18/2017
EMMA STREET TUPPER LAKE, NEW YORK 12986					STREET	
38337	VEHICLE & TRAFFIC STOP	02/18/2017 16:23	02/18/2017 19:20	02/18/2017	CLOSED BY INVESTIGATION	02/18/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
38336	VEHICLE & TRAFFIC STOP	02/18/2017 15:37	02/18/2017 19:20	02/18/2017	CLOSED BY INVESTIGATION	02/18/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
38335	VEHICLE & TRAFFIC STOP	02/18/2017 14:18	02/18/2017 19:20	02/18/2017	CLOSED BY INVESTIGATION	02/18/2017
SANTA CLARA AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
38334	VEHICLE & TRAFFIC STOP	02/18/2017 13:56	02/18/2017 19:20	02/18/2017	CLOSED BY INVESTIGATION	02/18/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
38333	VEHICLE & TRAFFIC STOP	02/18/2017 13:48	02/18/2017 19:20	02/18/2017	CLOSED BY INVESTIGATION	02/18/2017
DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986					STREET	
38330	VEHICLE & TRAFFIC STOP	02/18/2017 11:54	02/18/2017 19:20	02/18/2017	CLOSED BY INVESTIGATION	02/18/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	
38329	VEHICLE & TRAFFIC STOP	02/18/2017 11:14	02/18/2017 19:20	02/18/2017	CLOSED BY INVESTIGATION	02/18/2017
DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986					STREET	
38328	VEHICLE & TRAFFIC STOP	02/18/2017 10:59	02/18/2017 19:20	02/18/2017	CLOSED BY INVESTIGATION	02/18/2017
MAIN STREET TUPPER LAKE, NEW YORK 12986					STREET	
38326	VEHICLE & TRAFFIC STOP	02/18/2017 09:01	02/18/2017 10:46	02/18/2017	CLOSED BY INVESTIGATION	02/18/2017
PARK STREET STATE ROUTE 3/30 TUPPER LAKE, NEW YORK					STREET	
38325	VEHICLE & TRAFFIC STOP	02/18/2017 08:47	02/18/2017 10:46	02/18/2017	CLOSED BY INVESTIGATION	02/18/2017
PARK STREET TUPPER LAKE, NEW YORK 12986					STREET	
38324	VEHICLE & TRAFFIC STOP	02/18/2017 08:42	02/18/2017 10:46	02/18/2017	CLOSED BY INVESTIGATION	02/18/2017
PARK STREET BARRY AVENUE TUPPER LAKE, NEW YORK 1:					STREET	
38323	VEHICLE & TRAFFIC STOP	02/18/2017 08:30	02/18/2017 10:46	02/18/2017	CLOSED BY INVESTIGATION	02/18/2017
PARK STREET STATE ROUTE 3/30 TUPPER LAKE, NEW YORK					STREET	

SJS INCIDENT TYPES BETWEEN 02/01/2017 AND 02/28/2017

Selection Type: All Incidents, Sorted by "Incident Type"

Print Date/Time: 03/13/2017 8:26:15

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
38322	VEHICLE & TRAFFIC STOP	02/18/2017 08:11	02/18/2017 10:46	02/18/2017	CLOSED BY INVESTIGATION	02/18/2017
PARK STREET TUPPER LAKE, NEW YORK 12986					STREET	
38321	VEHICLE & TRAFFIC STOP	02/18/2017 07:44	02/18/2017 10:46	02/18/2017	CLOSED BY INVESTIGATION	02/18/2017
PARK STREET TUPPER LAKE, NEW YORK 12986					STREET	
38314	VEHICLE & TRAFFIC STOP	02/17/2017 17:16	02/17/2017 23:19	02/17/2017	CLOSED BY INVESTIGATION	02/17/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	
38313	VEHICLE & TRAFFIC STOP	02/17/2017 17:05	02/17/2017 23:19	02/17/2017	CLOSED BY INVESTIGATION	02/17/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	
38312	VEHICLE & TRAFFIC STOP	02/17/2017 16:46	02/17/2017 23:19	02/17/2017	CLOSED BY INVESTIGATION	02/17/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
38311	VEHICLE & TRAFFIC STOP	02/17/2017 16:27	02/17/2017 23:19	02/17/2017	CLOSED BY INVESTIGATION	02/17/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	
38310	VEHICLE & TRAFFIC STOP	02/17/2017 16:07	02/17/2017 23:19	02/17/2017	CLOSED BY INVESTIGATION	02/17/2017
WAWBEEK AVENUE STATE ROUTE30 TUPPER LAKE, NEW Y(					STREET	
38309	VEHICLE & TRAFFIC STOP	02/17/2017 15:53	02/17/2017 23:19	02/17/2017	CLOSED BY INVESTIGATION	02/17/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	
38308	VEHICLE & TRAFFIC STOP	02/17/2017 15:45	02/17/2017 23:19	02/17/2017	CLOSED BY INVESTIGATION	02/17/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	
38307	VEHICLE & TRAFFIC STOP	02/17/2017 14:55	02/17/2017 23:19	02/17/2017	CLOSED BY INVESTIGATION	02/17/2017
DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986					STREET	
38303	VEHICLE & TRAFFIC STOP	02/17/2017 10:17	02/17/2017 11:11	02/17/2017	CLOSED BY INVESTIGATION	02/17/2017
MAIN STREET TUPPER LAKE, NEW YORK 12986					STREET	
38285	VEHICLE & TRAFFIC STOP	02/14/2017 22:58	11/18/2016 20:00	02/14/2017	CLOSED BY INVESTIGATION	02/14/2017
STATE ROUTE 30 WAWBEEK AVENUE TUPPER LAKE, NEW Y					STREET	
38283	VEHICLE & TRAFFIC STOP	02/14/2017 19:51	11/18/2016 20:00	02/14/2017	CLOSED BY INVESTIGATION	02/14/2017
STATE ROUTE 3 MAIN STREET TUPPER LAKE, NEW YORK 12					STREET	
38282	VEHICLE & TRAFFIC STOP	02/14/2017 19:06	11/18/2016 20:00	02/14/2017	CLOSED BY INVESTIGATION	02/14/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	

SJS INCIDENT TYPES BETWEEN 02/01/2017 AND 02/28/2017

Selection Type: All Incidents, Sorted by "Incident Type"

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Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
38281	VEHICLE & TRAFFIC STOP	02/14/2017 18:57	11/18/2016 20:00	02/14/2017	CLOSED BY INVESTIGATION	02/14/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
38280	VEHICLE & TRAFFIC STOP	02/14/2017 18:48	11/18/2016 20:00	02/14/2017	CLOSED BY INVESTIGATION	02/14/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
38279	VEHICLE & TRAFFIC STOP	02/14/2017 18:23	11/18/2016 20:00	02/14/2017	CLOSED BY INVESTIGATION	02/14/2017
DEMARS BOULVEARD TUPPER LAKE, NEW YORK 12986					STREET	
38277	VEHICLE & TRAFFIC STOP	02/14/2017 11:01	02/14/2017 18:41	02/14/2017	CLOSED BY INVESTIGATION	02/14/2017
MAIN STREET TUPPER LAKE, NEW YORK 12986					STREET	
38270	VEHICLE & TRAFFIC STOP	02/13/2017 21:49	02/14/2017 08:33	02/13/2017	CLOSED BY INVESTIGATION	02/13/2017
DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986					STREET	
38266	VEHICLE & TRAFFIC STOP	02/13/2017 19:26	02/13/2017 20:10	02/13/2017	CLOSED BY INVESTIGATION	02/13/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
38262	VEHICLE & TRAFFIC STOP	02/13/2017 02:14	02/13/2017 07:02	02/13/2017	CLOSED BY INVESTIGATION	02/13/2017
CHANEY AVE TUPPER LAKE, NEW YORK 12986					STREET	
38258	VEHICLE & TRAFFIC STOP	02/12/2017 10:04	02/13/2017 07:02	02/12/2017	CLOSED BY INVESTIGATION	02/12/2017
PARK STREET TUPPER LAKE, NEW YORK 12986					STREET	
38255	VEHICLE & TRAFFIC STOP	02/11/2017 21:42	02/13/2017 07:02	02/11/2017	CLOSED BY INVESTIGATION	02/11/2017
DEMARS BLVD TUPPER LAKE, NEW YORK 12986					STREET	
38246	VEHICLE & TRAFFIC STOP	02/10/2017 02:42	02/13/2017 07:02	02/10/2017	CLOSED BY INVESTIGATION	02/10/2017
PARK STREET TUPPER LAKE, NEW YORK 12986					STREET	
38244	VEHICLE & TRAFFIC STOP	02/09/2017 23:05	02/13/2017 07:02	02/09/2017	CLOSED BY INVESTIGATION	02/09/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
38243	VEHICLE & TRAFFIC STOP	02/09/2017 22:30	02/13/2017 07:02	02/09/2017	CLOSED BY INVESTIGATION	02/09/2017
DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986					STREET	
38233	VEHICLE & TRAFFIC STOP	02/08/2017 19:17	02/09/2017 21:30	02/08/2017	CLOSED BY INVESTIGATION	02/08/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
38232	VEHICLE & TRAFFIC STOP	02/08/2017 18:46	02/09/2017 21:30	02/08/2017	CLOSED BY INVESTIGATION	02/08/2017
DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986					STREET	

SJS INCIDENT TYPES BETWEEN 02/01/2017 AND 02/28/2017

Selection Type: All Incidents, Sorted by "Incident Type"

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Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
38228	VEHICLE & TRAFFIC STOP	02/08/2017 14:42	02/09/2017 21:30	02/08/2017	CLOSED BY INVESTIGATION	02/08/2017
DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986					STREET	
38226	VEHICLE & TRAFFIC STOP	02/08/2017 14:02	02/09/2017 21:30	02/08/2017	CLOSED BY INVESTIGATION	02/08/2017
MAIN STREET TUPPER LAKE, NEW YORK 12986					STREET	
38207	VEHICLE & TRAFFIC STOP	02/05/2017 10:49	02/05/2017 17:32	02/05/2017	CLOSED BY INVESTIGATION	02/05/2017
DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986					STREET	
38205	VEHICLE & TRAFFIC STOP	02/05/2017 10:05	02/05/2017 10:24	02/05/2017	CLOSED BY INVESTIGATION	02/05/2017
MAIN STREET TUPPER LAKE, NEW YORK 12986					STREET	
38200	VEHICLE & TRAFFIC STOP	02/04/2017 22:40	02/05/2017 02:38	02/04/2017	CLOSED BY INVESTIGATION	02/04/2017
MAIN STREET TUPPER LAKE, NEW YORK 12986					STREET	
38195	VEHICLE & TRAFFIC STOP	02/04/2017 15:48	02/05/2017 02:38	02/04/2017	CLOSED BY INVESTIGATION	02/04/2017
PARK STREET TUPPER LAKE, NEW YORK 12986					STREET	
38192	VEHICLE & TRAFFIC STOP	02/04/2017 13:13	02/05/2017 02:38	02/04/2017	CLOSED BY INVESTIGATION	02/04/2017
MAIN STREET TUPPER LAKE, NEW YORK 12986					STREET	
38191	VEHICLE & TRAFFIC STOP	02/04/2017 11:15	02/05/2017 02:38	02/04/2017	CLOSED BY INVESTIGATION	02/04/2017
STATE ROUTE 3/STATE ROUTE 30 TUPPER LAKE, NEW YORK					STREET	
38190	VEHICLE & TRAFFIC STOP	02/04/2017 11:07	02/05/2017 02:38	02/04/2017	CLOSED BY INVESTIGATION	02/04/2017
STATE ROUTE 3 / STATE ROUTE 30 TUPPER LAKE, NEW YORI					STREET	
38188	VEHICLE & TRAFFIC STOP	02/04/2017 10:13	02/05/2017 02:38	02/04/2017	CLOSED BY INVESTIGATION	02/04/2017
LAKE STREET TUPPER LAKE, NEW YORK 12986					STREET	
38187	VEHICLE & TRAFFIC STOP	02/04/2017 09:50	02/05/2017 02:38	02/04/2017	CLOSED BY INVESTIGATION	02/04/2017
BROAD STREET TUPPER LAKE, NEW YORK 12986					STREET	
38186	VEHICLE & TRAFFIC STOP	02/04/2017 09:11	02/05/2017 02:38	02/04/2017	CLOSED BY INVESTIGATION	02/04/2017
MAIN STREET TUPPER LAKE, NEW YORK 12986					STREET	
38185	VEHICLE & TRAFFIC STOP	02/04/2017 08:08	02/05/2017 02:38	02/04/2017	CLOSED BY INVESTIGATION	02/04/2017
LAKE STREET TUPPER LAKE, NEW YORK 12986					STREET	
38184	VEHICLE & TRAFFIC STOP	02/04/2017 07:50	02/05/2017 02:38	02/04/2017	CLOSED BY INVESTIGATION	02/04/2017
MCLAUGHLIN AVENUE TUPPER LAKE, NEW YORK 12986					STREET	

SJS INCIDENT TYPES BETWEEN 02/01/2017 AND 02/28/2017

Selection Type: All Incidents, Sorted by "Incident Type"

Print Date/Time: 03/13/2017 8:26:15

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
38182	VEHICLE & TRAFFIC STOP	02/04/2017 00:21	02/05/2017 02:38	02/04/2017	CLOSED BY INVESTIGATION	02/04/2017
DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986		VILLAGE PARK			PARKING LOT	
38179	VEHICLE & TRAFFIC STOP	02/03/2017 22:18	02/05/2017 02:38	02/03/2017	CLOSED BY INVESTIGATION	02/03/2017
STATE ROUTE 3 MAIN STREET TUPPER LAKE, NEW YORK 12					STREET	
38178	VEHICLE & TRAFFIC STOP	02/03/2017 21:20	02/03/2017 21:25	02/03/2017	CLOSED BY INVESTIGATION	02/03/2017
SANTA CLARA AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
38177	VEHICLE & TRAFFIC STOP	02/03/2017 20:36	02/03/2017 21:25	02/03/2017	CLOSED BY INVESTIGATION	02/03/2017
MAIN STREET TUPPER LAKE, NEW YORK 12986					STREET	
38174	VEHICLE & TRAFFIC STOP	02/03/2017 13:50	02/03/2017 21:25	02/03/2017	CLOSED BY INVESTIGATION	02/03/2017
DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986					STREET	
38173	VEHICLE & TRAFFIC STOP	02/03/2017 11:33	02/03/2017 21:25	02/03/2017	CLOSED BY INVESTIGATION	02/03/2017
MCLAUGHLIN AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
38167	VEHICLE & TRAFFIC STOP	02/02/2017 22:56	02/03/2017 21:25	02/02/2017	CLOSED BY INVESTIGATION	02/02/2017
PLEASANT AVE TUPPER LAKE, NEW YORK 12986					STREET	
38166	VEHICLE & TRAFFIC STOP	02/02/2017 22:26	02/03/2017 21:25	02/02/2017	CLOSED BY INVESTIGATION	02/02/2017
DEMARS BLVD TUPPER LAKE, NEW YORK 12986					STREET	
38165	VEHICLE & TRAFFIC STOP	02/02/2017 22:16	02/03/2017 21:25	02/02/2017	CLOSED BY INVESTIGATION	02/02/2017
PARK ST TUPPER LAKE, NEW YORK 12986					STREET	
38397	VEHICLE & TRAFFIC STOP	02/23/2017 21:32	02/23/2017 21:33	02/23/2017	CLOSED BY INVESTIGATION	02/23/2017
STATE ROUTE 3 TUPPER LAKE, NEW YORK 12986					STREET	
38395	VEHICLE & TRAFFIC STOP	02/23/2017 18:46	02/23/2017 21:33	02/23/2017	CLOSED BY INVESTIGATION	02/23/2017
STATE ROUTE 3 TUPPER LAKE, NEW YORK 12986					STREET	
38394	VEHICLE & TRAFFIC STOP	02/23/2017 18:32	02/23/2017 21:33	02/23/2017	CLOSED BY INVESTIGATION	02/23/2017
STATE ROUTE 3 TUPPER LAKE, NEW YORK 12986					STREET	
38338	VEHICLE & TRAFFIC STOP	02/18/2017 19:03	02/19/2017 10:50	02/18/2017	CLOSED BY INVESTIGATION	02/18/2017
STETSON ROAD TUPPER LAKE, NEW YORK 12986					STREET	
38331	VEHICLE & TRAFFIC STOP	02/18/2017 12:48	02/18/2017 13:20	02/18/2017	CLOSED BY INVESTIGATION	02/18/2017
SUNSET AVENUE PARK STREET TUPPER LAKE, NEW YORK 1					STREET	

SJS INCIDENT TYPES BETWEEN 02/01/2017 AND 02/28/2017

Selection Type: All Incidents, Sorted by "Incident Type"

Print Date/Time: 03/13/2017 8:26:15

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
38317	VEHICLE & TRAFFIC STOP	02/17/2017 19:22	02/17/2017 19:26	02/17/2017	CLOSED BY INVESTIGATION	02/17/2017
STATE ROUTE 30 TUPPER LAKE, NEW YORK 12986					STREET	
38239	VEHICLE & TRAFFIC STOP	02/09/2017 12:14	02/09/2017 12:15	02/09/2017	CLOSED BY INVESTIGATION	02/09/2017
HAYMEADOW ROAD TUPPER LAKE, NEW YORK 12986					STREET	
38198	VEHICLE & TRAFFIC STOP	02/04/2017 20:30	02/09/2017 12:15	02/04/2017	CLOSED BY INVESTIGATION	02/04/2017
STATE ROUTE 3 STATE ROUTE 30 TUPPER LAKE, NEW YORK					STREET	
38194	VEHICLE & TRAFFIC STOP	02/04/2017 14:47	02/09/2017 12:15	02/04/2017	CLOSED BY INVESTIGATION	02/04/2017
STATE ROUTE 3 TUPPER LAKE, NEW YORK 12986					STREET	
38193	VEHICLE & TRAFFIC STOP	02/04/2017 13:33	02/09/2017 12:15	02/04/2017	CLOSED BY INVESTIGATION	02/04/2017
STATE ROUTE 3 TUPPER LAKE, NEW YORK 12986					STREET	
38411	WATER AND SEWER	02/26/2017 15:45	02/26/2017 20:07	02/26/2017	CLOSED BY INVESTIGATION	02/26/2017
9 ARDEN STREET TUPPER LAKE, NEW YORK 12986					MULTIPLE DWELLING	
38406	WATER AND SEWER	02/25/2017 15:47	02/26/2017 20:07	02/25/2017	CLOSED BY INVESTIGATION	02/25/2017
36 PARK ST TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
38229	WATER AND SEWER	02/08/2017 14:57	02/09/2017 21:30	02/08/2017	CLOSED BY INVESTIGATION	02/08/2017
51 MURRAY STREET TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	

Records Returned: 274

TOWN ONLY

Incident Location Report TUPPER LAKE POLICE DEPARTMENT

From 02/01/2017 to 02/28/2017

Print Date: 03/13/2017
Print Time: 8:33:09

Incident Number	Incident Type	From	To	Status	Report Date
38348	AID-ASSIST CITIZEN	02/19/2017 10:40	02/19/2017 10:50	CLOSED BY INVESTIGATION	02/19/2017

Location Type	Incident Address Information	Business Name
PARKING LOT	32 ISABELLE AVENUE TUPPER LAKE, NEW YORK 12986	

Incident Number	Incident Type	From	To	Status	Report Date
38399	VEHICLE-RECKLESS DRIVING	02/23/2017 14:35	02/23/2017 14:37	PENDING INVESTIGATION	02/23/2017

Location Type	Incident Address Information	Business Name
STREET	STATE ROUTE 3 TUPPER LAKE, NEW YORK 12986	

Incident Number	Incident Type	From	To	Status	Report Date
38172	RESCUE-ASSIST RESCUE CALL	02/03/2017 8:54	02/03/2017 9:19	CLOSED BY INVESTIGATION	02/03/2017

Location Type	Incident Address Information	Business Name
SINGLE FAMILY HOME	63 SUNSET AVENUE TUPPER LAKE, NEW YORK 12986	

Incident Number	Incident Type	From	To	Status	Report Date
38180	STATE POLICE-ASSIST NEW YORK STATE	02/03/2017 23:28	02/03/2017 23:40	CLOSED BY INVESTIGATION	02/03/2017

Location Type	Incident Address Information	Business Name
FIELD/WOODS	1926 STATE ROUTE 30 TUPPER LAKE, NEW YORK 12986	

Incident Number	Incident Type	From	To	Status	Report Date
38365	STATE POLICE-ASSIST NEW YORK STATE	02/21/2017 14:06		CLOSED BY INVESTIGATION	02/21/2017

Location Type	Incident Address Information	Business Name
STREET	BROAD ST SUNSET AVE TUPPER LAKE, NEW YORK 12986	

Incident Number	Incident Type	From	To	Status	Report Date
38428	STATE POLICE-ASSIST NEW YORK STATE	02/28/2017 0:01	02/28/2017 0:21	CLOSED BY INVESTIGATION	02/28/2017

Location Type	Incident Address Information	Business Name
SINGLE FAMILY HOME	146 UNDERWOOD ROAD TUPPER LAKE, NEW YORK 12986	

Incident Number	Incident Type	From	To	Status	Report Date
38199	AID-ASSIST OTHER LAW ENFORCEMENT AGENCY	02/04/2017 21:13		CLOSED BY INVESTIGATION	02/04/2017

Location Type	Incident Address Information	Business Name
STREET	390 HOSLEY AVENUE TUPPER LAKE, NEW YORK 12986	

Incident Location Report TUPPER LAKE POLICE DEPARTMENT
From 02/01/2017 to 02/28/2017

Print Date: 03/13/2017
Print Time: 8:33:09

Incident Number	Incident Type	From	To	Status	Report Date
38265	AID-ASSIST OTHER LAW ENFORCEMENT AGENCY	02/13/2017 19:13	02/18/2017 14:00	CLOSED BY INVESTIGATION	02/13/2017

Location Type	Incident Address Information	Business Name
SINGLE FAMILY HOME	433 STATE ROUTE 3 TUPPER LAKE, NEW YORK 12986	

Incident Number	Incident Type	From	To	Status	Report Date
38193	VEHICLE-VEHICLE & TRAFFIC STOP	02/04/2017 13:33		CLOSED BY INVESTIGATION	02/04/2017

Location Type	Incident Address Information	Business Name
STREET	STATE ROUTE 3 TUPPER LAKE, NEW YORK 12986	

Incident Number	Incident Type	From	To	Status	Report Date
38194	VEHICLE-VEHICLE & TRAFFIC STOP	02/04/2017 14:47		CLOSED BY INVESTIGATION	02/04/2017

Location Type	Incident Address Information	Business Name
STREET	STATE ROUTE 3 TUPPER LAKE, NEW YORK 12986	

Incident Number	Incident Type	From	To	Status	Report Date
38198	VEHICLE-VEHICLE & TRAFFIC STOP	02/04/2017 20:30		CLOSED BY INVESTIGATION	02/04/2017

Location Type	Incident Address Information	Business Name
STREET	STATE ROUTE 3 STATE ROUTE 30 TUPPER LAKE, NEW YORK 12986	

Incident Number	Incident Type	From	To	Status	Report Date
38239	VEHICLE-VEHICLE & TRAFFIC STOP	02/09/2017 12:14	02/09/2017 12:15	CLOSED BY INVESTIGATION	02/09/2017

Location Type	Incident Address Information	Business Name
STREET	HAYMEADOW ROAD TUPPER LAKE, NEW YORK 12986	

Incident Number	Incident Type	From	To	Status	Report Date
38317	VEHICLE-VEHICLE & TRAFFIC STOP	02/17/2017 19:22	02/17/2017 19:26	CLOSED BY INVESTIGATION	02/17/2017

Location Type	Incident Address Information	Business Name
STREET	STATE ROUTE 30 TUPPER LAKE, NEW YORK 12986	

Incident Number	Incident Type	From	To	Status	Report Date
38331	VEHICLE-VEHICLE & TRAFFIC STOP	02/18/2017 12:48	02/18/2017 13:20	CLOSED BY INVESTIGATION	02/18/2017

Location Type	Incident Address Information	Business Name
STREET	SUNSET AVENUE PARK STREET TUPPER LAKE, NEW YORK 12986	

Incident Location Report TUPPER LAKE POLICE DEPARTMENT
From 02/01/2017 to 02/28/2017

Print Date: 03/13/2017
Print Time: 8:33:09

Incident Number	Incident Type	From	To	Status	Report Date
38338	VEHICLE-VEHICLE & TRAFFIC STOP	02/18/2017 19:03		CLOSED BY INVESTIGATION	02/18/2017

Location Type	Incident Address Information	Business Name
STREET	STETSON ROAD TUPPER LAKE, NEW YORK 12986	

Incident Number	Incident Type	From	To	Status	Report Date
38394	VEHICLE-VEHICLE & TRAFFIC STOP	02/23/2017 18:32		CLOSED BY INVESTIGATION	02/23/2017

Location Type	Incident Address Information	Business Name
STREET	STATE ROUTE 3 TUPPER LAKE, NEW YORK 12986	

Incident Number	Incident Type	From	To	Status	Report Date
38395	VEHICLE-VEHICLE & TRAFFIC STOP	02/23/2017 18:46		CLOSED BY INVESTIGATION	02/23/2017

Location Type	Incident Address Information	Business Name
STREET	STATE ROUTE 3 TUPPER LAKE, NEW YORK 12986	

Incident Number	Incident Type	From	To	Status	Report Date
38397	VEHICLE-VEHICLE & TRAFFIC STOP	02/23/2017 21:32	02/23/2017 21:33	CLOSED BY INVESTIGATION	02/23/2017

Location Type	Incident Address Information	Business Name
STREET	STATE ROUTE 3 TUPPER LAKE, NEW YORK 12986	

Incident Number	Incident Type	From	To	Status	Report Date
38424	CANINE-NARCOTICS SEARCH/VEHICLE -	02/27/2017 14:06	02/27/2017 17:00	CLOSED BY INVESTIGATION	02/27/2017

Location Type	Incident Address Information	Business Name
STREET	STATE ROUTE 30 TUPPER LAKE, NEW YORK 12986	

TUPPER LAKE POLICE DEPARTMENT List of Arrests

LIST OF ARRESTS

Print Date: 03/13/2017
Print Time: 8:34:55

Selection Criteria

ORI: NY0162000 TUPPER LAKE POLICE DEPARTMENT
Date From: 02/01/2017
Date To: 02/28/2017
Sorted By: Date Of Arrest

ORI: NY0162000

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
02/02/2017 20:12	9027	[redacted]	5987	179 PARK STREET APT 4 TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 02/01/2017 20:20

LAW	Article/Section	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS
PL	140.05			V	0	C	TRESPASS	1

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
02/05/2017 02:40	18596	[redacted]	5989	WASHINGTON STREET TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 02/05/2017 02:31

LAW	Article/Section	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS
VTL	1198	7A	A	M	0	C	USE LEASED/RENTED/LOANED VEHICLE WI	1
VTL	0511	03A1	E	F	1	C	AGG UNLICENSED OPERATION 1: AGG UNLI	1
VTL	0600	01A		I	0	C	OPERATOR LEAVES SCENE OF PROPERTY D	1
VTL	1128	0A		I	0	C	MOVED FROM LANE UNSAFELY	1
VTL	1194	01B		I	0	C	REFUSAL TO TAKE BREATH TEST	1
PL	145.00	03	A	M	4	C	CRIM MIS RCKLS PROP DAM GREATER THAN	1
VTL	1192	03	E	F	0	C	DWI: PREVIOUS CONVICTION DESIGNATED	1

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
02/06/2017 09:30	24616	[redacted]	5990	[redacted] TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 02/06/2017 09:16

LAW	Article/Section	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS
MHY	9.41			9	0	C	TAKE INTO CUSTODY MENTALLY ILL PERS	1

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
02/09/2017 19:25	22297	[redacted]	5991	DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 02/09/2017 19:11

LAW	Article/Section	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS
PL	221.05			V	0	C	UNLAWFUL POSSESSION OF MARIHUANA	1
VTL	0375	12A2		I	0	C	EQUIP VIOLATION- SIDEWINGS/ SIDE WIND	1

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
02/14/2017 10:00	19676	[redacted]	5992	34 CHANEY AVENUE APT 2 TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 01/29/2017 22:45

LAW	Article/Section	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS
PL	155.25		A	M	0	C	PETIT LARCENY	1

Selection Criteria

ORI: NY0162000 TUPPER LAKE POLICE DEPARTMENT
Date From: 02/01/2017
Date To: 02/28/2017
Sorted By: Date Of Arrest

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
02/15/2017 00:49	24414	[redacted]	5993	SANTA CLARA AVENUE TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 02/15/2017 00:36

LAW	Article/Section	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS
PL	221.05			V	0	C	UNLAWFUL POSSESSION OF MARIHUANA	1
VTL	1163	0B		I	0	C	ILL SIGNAL:LESS THAN 100 FEET	1

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
02/17/2017 10:45	25191	[redacted]	5994	MAIN STREET TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 02/17/2017 10:31

LAW	Article/Section	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS
VTL	1180	0D		I	0	C	SPEED VIOL : SPEED IN ZONE	1
PL	221.05			V	0	C	UNLAWFUL POSSESSION OF MARIHUANA	1

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
02/17/2017 10:45	25192	[redacted]	5995	MAIN STREET TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 02/17/2017 10:31

LAW	Article/Section	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS
PL	221.05			V	0	C	UNLAWFUL POSSESSION OF MARIHUANA	1

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
02/19/2017 03:30	16179	[redacted]	5996	SECOND STREET TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 02/19/2017 03:18

LAW	Article/Section	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS
PRL	25.13			V	0	C	OP SNOMOB W/O LIAB INS	1
ABC	065-C			V	0	C	UNLAW POSS ALCOHOL PERSON UNDER 21	1
PRL	25.24	01C	U	M	0	C	OPERATE A SNOWMOBILE WHILE INTOXICA	1
LOC	43-4			I	0	C	OPER SNOWMOBILE 2300 HRS TO 0800 HRS	1
PRL	25.24	01B	U	M	0	C	OPERATE SNOWMOBILE WITH .08 OF 1% AL(	1
VTL	2222	01		V	0	C	OPERATE UNREGISTERD SNOWMOBILE	1

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
02/19/2017 15:48	25195	[redacted]	5997	WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 02/19/2017 15:05

LAW	Article/Section	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS
PL	220.03		A	M	7	C	CRIM POSS CONTRL SUBST	4
VTL	1213	0A		I	0	C	DRIVING WITH OBSTRUCTED VIEW	1

Print Date: 03/13/2017
Print Time: 8:34:55

Selection Criteria

ORI: NY0162000 TUPPER LAKE POLICE DEPARTMENT
Date From: 02/01/2017
Date To: 02/28/2017
Sorted By: Date Of Arrest

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
02/20/2017 18:38	2564	[redacted]	5998	53 PARK STREET TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 02/20/2017 18:38

LAW	Article/Section	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS
CPL	120.60	01		9	0	C	POLICE OFFICER EXECUTE WARRANT OF AF	1

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
02/22/2017 22:11	23332	[redacted]	5999	MAIN STREET TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 02/22/2017 22:11

LAW	Article/Section	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS
CPL	120.60	01		9	0	C	POLICE OFFICER EXECUTE WARRANT OF AF	1

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
02/23/2017 15:10	10536	[redacted]	6000	21 SANTA CLARA AVENUE BLDG SUITE 2 TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 02/23/2017 15:10

LAW	Article/Section	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS
CPL	530.70	03		9	0	C	EXECUTE BENCH WARRANT	1

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
02/26/2017 20:00	21524	[redacted]	6001	[redacted] TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 02/26/2017 19:38

LAW	Article/Section	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS
MHY	9.41			9	0	C	TAKE INTO CUSTODY MENTALLY ILL PERSC	1

Group Total Records: 14
Total Records: 14

UTT Report by Date

From 2/1/2017 to 2/28/2017

Date	Officer Name	Badge	Case Number	Section And Offense		Status	Location	Local Code
02/28/2017	GRIFFIN TROY	109	TLPC6P4F3W	1229C3	NO SEAT BELT	7	PARK STREET	1720
02/28/2017	VAILLANCOURT MI	100	TLP46P7NJP	5091	UNLICENSED OPERATOR	7	SANTA CLARA AVE	1720
02/27/2017	PEETS JAY	9637	50106P18J7	37530	DRIVERS VIEW OBSTRUCTED	7	MAIN STREET	1720
02/23/2017	PEETS JAY	9637	50106NLH64	37530	DRIVERS VIEW OBSTRUCTED	7	MAIN STREET	1720
02/22/2017	PEETS JAY	9637	50106NHF6H	306B	UNINSPECTED MOTOR VEHICLE	7	PARK STREET	1720
02/19/2017	NASON JORDAN	4062	50116N4JBX	1180D	SPEED IN ZONE	7	MAIN STREET	1720
02/19/2017	NASON JORDAN	4062	TLP46N5BVL	37530	DRIVERS VIEW OBSTRUCTED	7	WAWBEEK AVENUE	1720
02/18/2017	NASON JORDAN	4062	50116N144B	1180D	SPEED IN ZONE	7	PARK STREET	1720
02/18/2017	NASON JORDAN	4062	50116N159D	1180D	SPEED IN ZONE	7	PARK STREET	1720
02/18/2017	NASON JORDAN	4062	50116N167B	1180D	SPEED IN ZONE	7	PARK STREET	1720
02/18/2017	DANA MATTHEW	5671	50106N1Q7X	1213A	DRIVER'S VIEW OBSTRUCTED	7	PARK STREET	1720
02/18/2017	NASON JORDAN	4062	50116N110N	1180D	SPEED IN ZONE	7	PARK STREET	1720
02/18/2017	DANA MATTHEW	5671	50106N1QRW	1102	FAILED TO COMPLY W/LAWFUL ORDER	7	PARK STREET	1720
02/18/2017	DANA MATTHEW	5671	50106N1PJF	5098	FLD/NOTIFY DMV CHANGE OF ADDRESS	7	PARK STREET	1720
02/18/2017	PEETS JAY	9637	50106N2JPZ	5098	FLD/NOTIFY DMV CHANGE OF ADDRESS	7	MCLAUGHLIN AVENUE	1720
02/18/2017	DANA MATTHEW	5671	50106N1QF5	37531	INADEQUATE/NO MUFFLER	7	PARK STREET	1720
02/17/2017	NASON JORDAN	4062	50116MX851	1180D	SPEED IN ZONE	7	MAIN STREET	1720
02/17/2017	NASON JORDAN	4062	50116MX576	1180D	SPEED IN ZONE	7	MAIN STREET	1720
02/15/2017	NASON JORDAN	4062	50116MNHQR	1163B	INSUFF TURN SIG - LESS THAN 100'	7	SANTA CLARA AVENUE	1720
02/14/2017	PEETS JAY	9637	50106MLN0G	4021	NO DISTINCTIVE PLATE/INSECURE/DIRTY	7	MAIN STREET	1720
02/12/2017	VAILLANCOURT MI	100	50106MF25B	1180A	SPEED NOT REASONABLE & PRUDENT	7	WAWBEEK AVE	1720
02/12/2017	VAILLANCOURT MI	100	50106MF2CJ	1120A	FAILED TO KEEP RIGHT	7	WAWBEEK AVE	1720
02/11/2017	KENNEDY HEATHE	5680	TLPC6MBGZX	3752A1	NO/INADEQUATE LIGHTS	7	DEMARS BLVD	1720
02/09/2017	NASON JORDAN	4062	TLPC6M3RLP	37512AB2	SIDEWINGS/SIDEWINDOWS/NON/TRASNPRNT	7	DEMARS BLVD	1720
02/05/2017	DANA MATTHEW	5671	TLPB6LM38B	6001A	LEAVING/SCENE PROPERTY DAMAGE ACC.	7	WASHINGTON STREET	1720
02/05/2017	DANA MATTHEW	5671	TLPB6LLVS4	11923	DWI - TWO PREVIOUS CONVICTIONS IN TEN YEAR	3	WASHINGTON STREET	1720
02/05/2017	DANA MATTHEW	5671	TLPB6LLZW5	11923	DWI - 2 PRIOR CONVICTIONS IN TEN YEARS	3	WASHINGTON STREET	1720
02/05/2017	DANA MATTHEW	5671	TLPB6LM21C	11923	DWI - PREVIOUS CONVICTION IN TEN YEARS	7	WASHINGTON STREET	1720
02/05/2017	DANA MATTHEW	5671	TLPB6LM2FS	5113A	AGGRAVATED UNLIC OPER 1ST DEGREE	7	WASHINGTON STREET	1720
02/05/2017	DANA MATTHEW	5671	TLPB6LM2LP	11987A	USE RENTED/LEASED/LOANED VEH W/O INTERLOC	7	WASHINGTON STREET	1720
02/05/2017	DANA MATTHEW	5671	TLPB6LM36H	11941B	REFUSAL TO TAKE BREATH TEST	7	WASHINGTON STREET	1720

Date	Officer Name	Badge	Case Number	Section And Offense		Status	Location	Local Code
02/05/2017	PEETS JAY	9637	50106LMT0N	37530	DRIVERS VIEW OBSTRUCTED	7	DEMARS BOULEVARD	1720
02/05/2017	DANA MATTHEW	5671	TLPB6LM34N	1128A	MOVED FROM LANE UNSAFELY	7	WASHINGTON STREET	1720
02/04/2017	NASON JORDAN	4062	TLPC6LKX52	1180D	SPEED IN ZONE	7	PARK STREET	1720
02/04/2017	PEETS JAY	9637	TLPC6LK01M	4021	NO DISTINCTIVE PLATE/INSECURE/DIRTY	7	MAIN STREET	1720
02/04/2017	PEETS JAY	9637	TLPC6LJN83	37531	INADEQUATE/NO MUFFLER	7	STATE ROUTE 3/30	1720
02/04/2017	PEETS JAY	9637	TLPC6LJDP0	1229C3	NO SEAT BELT	7	MAIN STREET	1720
02/04/2017	PEETS JAY	9637	TLPC6LJ7CZ	37530	DRIVERS VIEW OBSTRUCTED	7	PARK STREET	1720
02/02/2017	VAILLANCOURT MI	100	TLPC6LCRM0	3752A1	NO/INADEQUATE LIGHTS	7	DEMARS BLVD	1720

Summary

Query returned 39 records.

Fuel History

Status: All *Vehicle ID: 5012 Char* *Start Date: 2/1/2017* *End Date: 2/28/2017*

Date	Note	Odometer	Unit Cost	Qty	Cost
5012 Charg	2012 Dodge Charger 4DSD		5012	339078	
2/ 1/2017		71633	$0.000	11.000	$0.00
2/ 2/2017		71714	$0.000	8.000	$0.00
2/ 4/2017		71920	$0.000	8.000	$0.00
2/ 5/2017		71993	$0.000	10.500	$0.00
2/ 6/2017		72038	$0.000	6.700	$0.00
2/ 7/2017		72102	$0.000	7.600	$0.00
2/ 8/2017		72169	$0.000	6.800	$0.00
2/ 9/2017		72264	$0.000	10.000	$0.00
2/10/2017		72365	$0.000	14.000	$0.00
2/12/2017		72484	$0.000	13.700	$0.00
2/13/2017		72568	$0.000	11.800	$0.00
2/14/2017		72644	$0.000	11.400	$0.00
2/16/2017		72732	$0.000	7.500	$0.00
2/18/2017		72811	$0.000	10.100	$0.00
2/20/2017		72896	$0.000	7.500	$0.00
2/21/2017		73020	$0.000	11.000	$0.00
2/23/2017		73155	$0.000	12.600	$0.00
2/24/2017		73257	$0.000	9.000	$0.00
2/26/2017		73375	$0.000	10.000	$0.00
2/28/2017		73481	$0.000	10.800	$0.00

Total Miles:	1848	CPM:	$0.000	Total:	$0.00
Total Fuel:	198.000	CPG:	$0.000	MPG:	9.33

Vehicle Count 1

Total Miles:	1848	CPM:	$0.000	Total:	$0.00
Total Fuel:	198.000	CPG:	$0.000	MPG:	9.33

Fuel History

Status: All *Vehicle ID: 5010 Interc Start Date: 2/1/2017* *End Date: 2/28/2017*

Date	Note	Odometer	Unit Cost	Qty	Cost
5010 Interc	2016 Ford Intercepter SUV		5010	11954	
2/ 3/2017		9582	$0.000	10.300	$0.00
2/ 4/2017		9654	$0.000	5.600	$0.00
2/ 5/2017		9774	$0.000	11.000	$0.00
2/ 8/2017		9875	$0.000	7.700	$0.00
2/ 8/2017		9875			
2/10/2017		9961	$0.000	10.400	$0.00
2/13/2017		10139	$0.000	7.000	$0.00
2/14/2017		10245	$0.000	9.400	$0.00
2/17/2017		10533	$0.000	11.400	$0.00
2/18/2017		10520	$0.000	7.800	$0.00
2/19/2017		10625	$0.000	10.000	$0.00
2/20/2017		10639	$0.000	6.400	$0.00
2/23/2017		10807	$0.000	8.300	$0.00
2/24/2017		10910	$0.000	8.000	$0.00
2/26/2017		10945	$0.000	3.700	$0.00
2/28/2017		11086	$0.000	11.400	$0.00
2/28/2017		11272	$0.000	12.400	$0.00

Total Miles:	1690	CPM:	$0.000	Total:	$0.00
Total Fuel:	140.800	CPG:	$0.000	MPG:	12.00

Vehicle Count 1

Total Miles:	1690	CPM:	$0.000	Total:	$0.00
Total Fuel:	140.800	CPG:	$0.000	MPG:	12.00

TUPPER LAKE FIRE DEPARTMENT

MONTHLY REPORT

FEBRUARY 2017

CALLS

VILLAGE	4
TOWN	9
SANTA CLARA	2
MUTUAL AID	1
TOTAL	16

TYPES

FIRE ALARM	8
MVA	2
MUTUAL AID MVA	1
SMOKE CONDITION	1
DUMPSTER/RUBBISH	2
CHIMNEY FIRE	1
WATER RESCUE	1

MEMBERS AND HOURS

AVERAGE NUMBER OF MEMBERS AT INCIDENTS	17
AVERAGE HOURS SPENT AT INCIDENTS FOR THE MONTH	10.8 HOURS

SUBMITTED BY: JOE CORMIER, SECRETARY, TLFD

Subject: FW: Proposed Legislation - Volunteer Firefighter "Cancer Bill"
From: Kim Godreau <kgodreau@co.franklin.ny.us>
Date: 2/21/2017 10:18 AM
To: Town of Bangor <bangortownclerk@yahoo.com>, Town of Bellmont <candyc@westelcom.com>, Town of Bombay <townofbombay@yahoo.com>, Town of Bombay Clerk <bombaytownclerk@yahoo.com>, Town of Brandon <LawrenceAuto12966@gmail.com>, Town of Brighton <info@townofbrighton.net>, Town of Burke <burketown12@yahoo.com>, Town of Chateaugay <dbilow1@gmail.com>, Town of Constable <thetownofcconstable@verizon.net>, Town of Dickinson <dickinsonsupervisor@yahoo.com>, Town of Duane <townofduane@gmail.com>, Town of Fort Covington <pmanchester001@twcny.rr.com>, Town of Franklin <franklinsupervisor@roadrunner.com>, Town of Malone <budgetofficer@malonetown.com>, Town of Malone <supervisor@malonetown.com>, Town of Moira <townofmoira@hughes.net>, Town of Tupper Lake <plittlefield@townoftupperlake.com>, Town of Waverly <waverlysupervisor@hotmail.com>, Town of Westville <rodmaryem@verizon.net>, Village of Brushton <kevinpentalow@yahoo.com>, Village of Brushton Clerk <mpentalow05@gmail.com>, Village of Burke <craigdumas@nacs1.org>, Village of Burke Clerk & Treasurer <burkevilltwn@gmail.com>, Village of Chateaugay <villchat@hotmail.com>, Village of Malone <cheryldouglas@westelcom.com>, Village of Saranac Lake <manager@saranaclakeny.gov>, Village of Saranac Lake Treasurer <treasurer@saranaclakeny.gov>, Village of Tupper Lake <villtupplake@centralny.twcbc.com>
CC: Connie Jeror <cjeror@co.franklin.ny.us>

Dear Participants in the Self-Insurance Plan,

Attached is a letter provided by the President of the New York State Association of Self-Insured Counties (NYSASIC) outlining concerns regarding proposed legislation that would greatly impact the worker's compensation coverage of volunteer firemen who may contract cancer while a member of a volunteer force. The NYSASIC letter outlines concerns regarding the legislation and its foreseeable impact on Counties and participating members of self-funded plans. While the intentions are commendable, the issues outlined in the attached may not be fully understood. The Senate passed the Bill on 1/24/17; the Bill is now with the Assembly. Last year, the Bill passed the Assembly but did not pass the Senate.

This year's version permits local municipalities and fire districts to elect not to provide the presumptions referenced in the Bill; however, political pressures or simple inattention may result in inaction which could result in devastating financial
consequences. I'll provide updates on this Bill.

Please feel free to share as appropriate. Let me know if you have any questions.

Best regards,

Kim Godreau
Personnel Officer
Franklin County
(518) 481-1675

www.FranklinCoNY.org

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

Attachments:

VFF Cancer Bill NYSASIC Letter.pdf 286 KB

NEW YORK STATE ASSOCIATION OF SELF-INSURED COUNTIES

PRESIDENT
Robert Chetney
Oswego County
(315) 349-8363
bob@oswegocounty.com

VICE PRESIDENT
Dorraine Whitney
Ulster County
(845) 340-3564
dwhi@co.ulster.ny.us

SECRETARY
Lindsey Burgess
Wayne County
(315) 946-7480
lburgess@co.wayne.ny.us

TREASURER
Amy Clute
Warren County
(518) 761-6529
clutea@warrencountyny.gov

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Beth Cheever
Jefferson County
(315) 785-3155

Kim Godreau
Franklin County
(518) 481-1676

L. Matthew Landers
Genesee County
(585) 344-2550

www.nysasic.org

Re: Senate Bill S01411 and Assembly Bill A00711

February 17, 2017

The Board of Directors of the New York State Association of Self-Insured Counties (NYSASIC) has become aware of Senate Bill S01411 which was recently passed by the Senate on 1/24/17 and delivered to the Assembly on the same date and is the subject of pending Assembly Bill A00711. As a professional organization representing the majority of self- insured counties and many other municipalities in the State of New York, we strongly oppose this legislation.

The proposed legislation seeks to amend the Volunteer Firefighters' Benefit Law to add a new section (11-d) to read as follows:

"§ 11-d – Volunteer firefighters; presumption in certain cancers.

1. Notwithstanding any other provision of this chapter to the contrary, a condition of impairment of health of a volunteer firefighter with (a) five or more years of faithful and actual service in the protection of life and property from fire in the interior of buildings caused by cancer affecting the lymphatic or hematological systems or (b) ten or more years of faithful and actual service in the protection of life and property from fire in the interior of buildings caused by cancer affecting the digestive, urinary, prostate, neurological, breast or reproductive systems or melanoma, resulting in total or partial disability or death to such volunteer firefighter, who successfully passed a physical examination on entry into firefighter service, which examination failed to reveal any evidence of such cancers, shall be presumptive evidence that it was incurred in the performance and discharge of duty, unless the contrary be proven by competent evidence. Claims for benefits pursuant to this section must be filed within twelve years of separation from actual service in protecting life and property from fire in the interior of buildings.

11-d

2. This section shall not apply to volunteer firefighters serving in a fire company or fire department where the legislative body of the city or the village, the board of fire commissioners or other governing board of the fire district, or the town board of the town in relation to (a) the fire company serving territory outside the villages and fire districts or (b) a town fire department, has adopted a local law or resolution to elect not to provide this presumption.

This act shall take effect immediately and shall expire and be deemed repealed June 30, 2021.

To summarize, the proposed legislation provides that in the event that a volunteer firefighter successfully passes a physical examination upon entry into firefighter service, certain cancer conditions shall be presumed to have been incurred in the performance and discharge of duty, unless the contrary can be proven with competent evidence. Specifically, the legislation provides that volunteer firefighters with five or more years of "faithful and actual service in the protection of life and property from fire in the interior of buildings" are afforded the above-referenced presumption for cancers affecting the lymphatic or hematological systems. The legislation also provides that volunteer firefighters with ten or more years of "faithful and actual service in the protection of life and property from fire in the interior of buildings" are also afforded the presumption in connection with cancers affecting the digestive, urinary, prostate, neurological, breast or reproductive systems or melanoma.

The proposed legislation is problematic for several reasons. First, the physical examination required for entry into a volunteer fire department is typically quite limited in scope. Such physical examinations do not include the detail or diagnostic testing typically associated with diagnosing cancer or ruling out the presence of cancer. For example, such physical examinations do not include comprehensive blood testing, PET scans, CT scans, MRI's, colonoscopies, mammograms, pap smears, prostate examinations, etc., as the physical examinations are typically quite limited and cursory in nature. Many of the cancers referenced in the proposed legislation may be present and remain undiagnosed even though an individual may still pass the physical examination associated with entry into volunteer firefighter service.

In order to ensure the candidates for entry into volunteer firefighter service are free of the cancers listed in the proposed legislation, a comprehensive physical examination with extensive and costly diagnostic testing would be necessary. The proposed legislation, however, does not address the cost of such physical examinations and diagnostic testing and whether or not those costs would be either paid directly by the State of New York or reimbursed to local governments by the State of New York.

In addition, there may be a great number of other factors leading to the development of many of the cancers identified in the proposed legislation. For example, some types often develop with age and/or are genetic or hereditary in nature. Thus, even if a comprehensive physical examination with diagnostic testing is performed when an individual enters into volunteer firefighter service, it would be both unwise and without medical justification to presume that the subsequent diagnosis of one of the listed cancers is in any way connected to or caused by the individual's volunteer firefighter service.

The proposed legislation is also problematic as it does not define what is meant by "faithful and actual service in the protection of life and property from fire in the interior of buildings". For example, assume that there is a volunteer firefighter with 30 years of volunteer firefighter service who is now 70 years of age and has recently

been diagnosed with prostate cancer. Assume also that during his 30 years of volunteer firefighter service, he was involved in only one minor fire in the interior of a building that was quickly subdued. Arguably, the proposed legislation would provide a presumption that such a cancer was incurred in the performance and discharge of duty. Clearly, the legislation as currently drafted is both vague and overly broad.

Such legislation, if passed and enacted into law, will essentially place self-insured counties in the position of providing indemnity, medical, and/or death benefits to any volunteer firefighter who has five years or more of service and has been involved in at least one fire in the interior of a building, should that volunteer firefighter contract cancer affecting the lymphatic or hematological systems, unless the county can prove that such cancer is unrelated with competent evidence. Similarly, if a volunteer firefighter has ten or more years of service and has been involved in at least one fire in the interior of a building, self-insured counties would be placed in a position of providing indemnity, medical, and/or death benefits in the event that the volunteer firefighter contracts a cancer affecting the digestive, urinary, prostate, neurological, breast, reproductive systems or melanoma, unless the county can prove that such cancer is unrelated with competent evidence. Providing such presumptions and placing the cost of rebutting such presumptions on county taxpayers will create an undue financial burden and hardship.

Moreover, the proposed legislation is unnecessary as the Volunteer Firefighters' Benefit Law already provides benefits for claims involving cancer in the event that a volunteer firefighter (or his or her dependents in connection with a death claim) can prove that the cancer condition arose in the line of duty. Shifting the burden of proof from the volunteer firefighter to the local municipality based upon flawed presumptions which lack sound medical foundation would be ill advised.

Although the proposed legislation permits local municipalities and fire districts to elect not to provide the presumptions referenced herein, political pressures or simple inattention may result in inaction which could result in devastating financial consequences.

Therefore, while the Board of Directors of the New York State Association of Self-Insured Counties recognizes the need, commitment and selflessness of volunteers, those considerations must be balanced with the cost to towns, villages, and county self-insurance plans. The proposed legislation creates a need for these entities to perform costly comprehensive physical examinations and diagnostic testing of volunteer firefighter recruits in order to rule out all of the cancers listed in the proposed legislation, with the financial burden being placed on their tax-payers. Similarly, the legislation will generate additional costs associated with defending and rebutting the presumptions and, potentially, the costs associated with catastrophic claims. Moreover, the expenses associated with comprehensive physical examinations and diagnostic testing are likely to have a chilling effect on the recruitment of volunteers and the continuing viability of volunteer fire departments.

It is significant to note that similar legislation was previously proposed and was the subject of Senate Bill 03891 and Assembly Bill A05518. Those bills were also strongly opposed by the New York State Association of Self-Insured Counties.

Although Senate Bill S03891 was passed by the Senate, it was not passed by the Assembly.

Therefore, the Board of Directors of the New York State Association of Self-Insured Counties respectfully requests that the Assembly decline to pass Assembly Bill A00711 and that the Senate, Assembly and Governor understand the negative ramifications and extensive potential tax-payer costs associated with the proposed legislation.

Thank you for your consideration.

Respectfully,

Robert Chetney

Robert Chetney
President
New York State Association of Self-Insured Counties

S01411 Summary:

BILL NO S01411

SAME AS SAME AS

SPONSOR GRIFFO

COSPNSR BONACIC, BRESLIN, BROOKS, CROCI, JACOBS, KAMINSKY, MARCHIONE, MURPHY, O'MARA, RITCHIE, ROBACH, YOUNG

MLTSPNSR

Add §11-d, Vol Ffs Ben L

Expands the coverage to include cancer of the lymphatic or hematological systems, the digestive, urinary, prostate, neurological, breast or reproductive systems or melanoma.

S01411 Text:

STATE OF NEW YORK

1411

2017-2018 Regular Sessions

IN SENATE

January 9, 2017

Introduced by Sens. GRIFFO, BONACIC, KAMINSKY -- read twice and ordered printed, and when printed to be committed to the Committee on Local Government

AN ACT to amend the volunteer firefighters' benefit law, in relation to the expansion of coverage to include cancer of the lymphatic or hematological systems, the digestive, urinary, prostate, neurological, breast or reproductive systems or melanoma; and providing for the repeal of such provisions upon expiration thereof

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. The volunteer firefighters' benefit law is amended by adding a new section 11-d to read as follows:

§ 11-d. Volunteer firefighters; presumption in certain cancers. 1. Notwithstanding any other provision of this chapter to the contrary, a condition of impairment of health of a volunteer firefighter with (a) five or more years of faithful and actual service in the protection of life and property from fire in the interior of buildings caused by cancer affecting the lymphatic or hematological systems or (b) ten or more years of faithful and actual service in the protection of life and property from fire in the interior of buildings caused by cancer affecting the digestive, urinary, prostate, neurological, breast or reproductive systems or melanoma, resulting in total or partial disability or death to such volunteer firefighter, who successfully passed a physical examination on entry into firefighter service, which examination failed to reveal any evidence of such cancers, shall be presumptive evidence that it was incurred in the performance and discharge of duty, unless the contrary be proven by competent evidence. Claims for benefits pursuant to this section must be filed within twelve years of separation from active service in protecting life and property from fire in the interior of buildings.

EXPLANATION--Matter in *italics* (underscored) is new; matter in brackets [-] is old law to be omitted.

LBD03660-01-7

2. This section shall not apply to volunteer firefighters serving in a fire company or fire department where the legislative body of the city or the village, the board of fire commissioners or other governing board of the fire district, or the town board of the town in relation to (a) the fire companies serving territory outside the villages and fire districts or (b) a town fire department, has adopted a local law or resolution to elect not to provide this presumption.

§ 2. This act shall take effect immediately and shall expire and be deemed repealed June 30, 2021.

NEW YORK STATE OF OPPORTUNITY | Department of Transportation

ANDREW M. CUOMO
Governor

MATTHEW J. DRISCOLL
Commissioner

STEVEN G. KOKKORIS, P.E.
Regional Director

February 15, 2017

Village of Tupper Lake
53 Park Street P.O. Box 1290
Tupper Lake, N.Y. 12986
Attn: Mr. Paul A. Maroun
Mayor

Dear Mr. Maroun:

The New York State Department of Transportation is committed to assisting our Municipal partners in responding to emergencies that affect the transportation system. In the event that the local Highway System is impacted by an event, NYSDOT forces can normally only offer assistance when a Governor's Emergency Declaration has been made.

In the absence of a Governor's Emergency Declaration and/or suspension of Highway Law §55, NYSDOT forces can assist local Municipalities with issues on the local Highway System if a Shared Services Agreement has been entered into between the Municipality and New York State. By executing an Agreement beforehand, your needs on your Highway System can be addressed without having to wait for paperwork to be processed or an Emergency Declaration to be enacted.

You currently have an Emergency Shared Service Agreement which either expires, or has expired on 1/19/2017.

At this time, we are inviting you to renew said agreement. A new blank Agreement is attached. Please sign and date the Agreement at the bottom, and also check whether you prefer a 2 or 4 year Agreement.

Please return the signed Agreement to me at the following address:

Dennis P. Pawlicki, P.E.
New York State Department of Transportation
9th Floor Dulles State Office Bldg.
317 Washington Street
Watertown, New York 13601

A signed copy will be returned for your records.

If you have any questions on this matter, you can contact me at:
Phone: (315) 785-2316
Email: dennis.pawlicki@dot.ny.gov)

Sincerely,

Dennis Pawlicki, P.E.
Asst. Regional Director of Operations

DPP:dpp
Enclosure: Shared Service Agreement

SHARED SERVICES AGREEMENT
Between
NYSDOT and the Village of Tupper Lake

THIS AGREEMENT, dated _____, 201_, is between the People of the State of New York, hereinafter referred to as "State" or "NYSDOT" and the Village of Tupper Lake, hereinafter referred to as "Municipality." Pursuant to Section 99-r of the General Municipal Law, the State and the Municipality wish to share services, exchange or lend materials or equipment which shall promote and assist the maintenance of State and Municipal roads and highways and provide a cost savings by maximizing the effective utilization of both parties' resources. Shared Services shall mean any service provided by one party (Provider) to another party (Recipient). The State and the Municipality agree to share services as follows:

1. Description and Cost of Services, Materials or Equipment to be shared: Provide details of the services, materials or equipment to be shared in the attached standard Schedule A. The total amount of the agreement shall not exceed ten thousand dollars ($10,000.00). If applicable, indicate that the return exchange will be determined at a later date.

2. The Provider's employees shall remain under full supervision and control of the Provider. The parties shall remain fully responsible for their own employees for all matters, including but not limited to, salary, insurance, benefits and Workers Compensation.

3. If the borrowed machinery or equipment is damaged or otherwise needs repair arising out of or in connection with the Recipient's use, the Recipient shall be responsible for such repairs.

4. The Municipality agrees to defend and indemnify the State for any and all claims arising out of the Municipality's acts or omissions under this Agreement. Subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act, the State shall hold the Municipality harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the State or of their officers or employees when acting in the course and scope of their employment.

5. The term of this Agreement shall be for two (2) ☐ or four (4) ☐ years from _____ to _____. The parties will endeavor to provide no less than thirty (30) days' notice of its intent to extend the Agreement. Either party may revoke this Agreement by providing sixty (60) days written notice of such revocation. Upon revocation, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of such revocation.

NYSDOT Region 07 MUNICIPALITY

By:_____ Date: _____ By: _____Date: _____

Resident Engineer Franklin County Title: _____

NYSDOT – Region 07

By:_____ Date:_____

Regional Director of Operations

SCHEDULE A

NYSDOT

Description of ☐ services, ☐ materials, or ☐ equipment (Check All that apply) to be shared:

Emergency Services for Undeclared Emergencies to be Determined

Estimated Cost/Value of ☐ services, ☐ materials, or ☐ equipment (Check All that apply):

To Be Determined

Total NYSDOT Cost/Value: _____

MUNICIPALITY

Description of ☐ services, ☐ materials, or ☐ equipment (Check All that apply) to be shared:

To be Determined

Estimated Cost/Value of ☐ services, ☐ materials, or ☐ equipment (Check All that apply):

To Be Determined

Total MUNICIPALITY Cost/Value: _____

NORTHERN NEW YORK WATER WORKS CONFERENCE
Spring 2017 MEETING
Potsdam State University, Barrington Student Union
Barrington Drive, Potsdam, NY 13676
Water and Wastewater Treatment System
Pump Seminar

Parking in Lot 31 ONLY!!

Conference DATE: April 6, 2017

8:00-8:30…REGISTRATION, COFFEE AND DO-U-GO Nuts & WELCOME BY: Chairman Bob Henninger
8:30 – 10:00… Progressive Cavity Pumping Designed for Metering and Sludge Applications, Lindsey Humphries - NOV
10:00 – 10:15…BREAK
10:15-11:45 …Submersible Pump and Turbo Compressor Technologies, John Scavitto – Sulzer Pump Company
11;45-12:45…Lunch
12:45 – 2:15 …Where to Improve Filtration in Water and Wastewater Plants, Aldo Guarneri – Eaton Filtration
2:15 – 2:30...BREAK
2:30 – 4:00... Centrifugal Pump Fundamentals and Troubleshooting Steve Keen – Sulzer Pumps
4:00 - 4:30… Closing Remarks- Bob Henninger

NYSDOH and NYSDEC Credit Hrs (6) have been applied for and are awaiting approval. PRE-REGISTRATION is required to attend. CLASS IS NOT LIMITED in SIZE. CERTIFICATES WILL BE AWARDED TO PARTICIPANTS WHO COMPLETE THE ENTIRE DAY'S PROGRAM. ATTENDANCE WILL BE MONITORED AND ANY EARLY DEPARTURES, LATE ARRIVALS OR UNCLAIMED CERTIFICATES WILL RESULT IN YOUR NAME BEING REMOVED FROM THE LIST SUBMITTED TO D.O.H. OR D.E.C. FOR RENEWAL CREDIT
Note: Bring all necessary DEC and DOH Certification Numbers to ensure proper credit with State Officials……..
Please check with MAPQUEST for travel directions……
COST: REGISTATION & LUNCH $40.00 per person, *PLEASE INCLUDE PAYMENT WITH REGISTRATION!* Vendor display tables at no charge, E-mail to reserve ASAP. Please reply with payment by March 31st, 2017. No refunds will considered after this date

1. Joe Arsenault
2. Max Willett
3. Matt Menihew
4. Mark Rubilland
5. _____

REPRESENTING _____

RETURN THIS FORM FOR REGISTRATION AND MAKE CHECKS PAYABLE TO:
NNYWWC
C/O Robert Henninger
25 Caroline Street
Madrid, N.Y. 13660 E-mail: bhenningr@yahoo.com

Payment must be received NLT the start of the day of training……No Exceptions

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
WATER SYSTEM CAPITAL IMPROVEMENT PROJECT

WITH THE

VILLAGE & TOWN OF TUPPER LAKE

This Agreement entered into this _____ day of _____ 2017, by and between:

VILLAGE OF TUPPER LAKE, a municipal corporation of the State of New York having an office building and principal place of business located at 53 Park Street, P.O. Box 1290, Tupper Lake, New York 12986, herein after referred to as "Village",

And

TOWN OF TUPPER LAKE, a municipal corporation of the State of New York having an office building and principal place of business located at 120 Demars Boulevard, Tupper Lake, NY 12986, herein after referred to as "Town",

And

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY, a public benefit corporation organized and existing under the laws of the State of New York, having an office and principal place of business located at 317 Washington Street, Watertown, New York 13601, hereinafter referred to as "Authority".

Recitals

A. The Village and Town of Tupper Lake have an existing shared services agreement to provide water services to Town and Village customers.

B. The Village and Town of Tupper Lake are undertaking a joint water system improvement project to address existing system needs, improve efficiency, and service to the Town's Water District No. 3, which includes the Town's Golf Course and proposed Adirondack Club and Resort (ACR) south of the Village of Tupper Lake, located in the Town of Tupper Lake, Franklin County.

C. The Village and Town have completed a Preliminary Engineering Report that details the scope of the improvements for the $1,500,000 project.

D. The Village and Town have obtained funding for the project comprised of a $1,000,000 Incentive Proposal from NYS Empire State Development, a $250,000 grant from the Northern Border Regional Commission. The balance of the project not covered by grants will be paid for by the Town of Tupper Lake Water District No. 3.

E. The Authority has been working with the Town and Village of Tupper Lake since 2015 to assist with this Water System Improvement project under a separate contract.

F. Given the Authority's expertise in implementing municipal water projects to support regional economic development priorities, the Village requested that the Authority provide technical assistance. At its Board meeting held on _____, 2017 the Village selected the Authority to assist with this task. **A copy of this**

Resolution has been attached as Exhibit A. At its Board meeting held on _____, 2017 the Town selected the Authority to assist with this task. **A copy of this Resolution has been attached as Exhibit B.**

G. The Village and Town will act as the co-lead agencies for purposes of this Agreement, except that the Authority shall send invoices to the Village only, which will then coordinate payment with the Town as set forth in this Agreement.

H. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

In consideration of the mutual covenants herein contained, the parties agree as follows:

1. The scope of services that may be performed by the Authority consists of several phases as follows:

Design Phase: During the design phase, the Authority will serve as the Village and Town's professional consultant to review engineering documents and ensure that proposed design meets operational needs of the facility and the municipality and is in accordance with the requirements of funding agencies.

Construction Phase: During the construction phase, the Authority will provide assistance to Village and Town Clerks, Operators, and Board members with various project related tasks including coordination with legal counsel, engineers, funding agencies, regulatory agencies, fiscal consultants and other interested parties.

Grant Administration: The Authority will provide grant administration services to the Village and Town to include the compilation of required documentation for funding agencies, submittal of disbursement requests, maintaining project budgets, compiling and submitting M/WBE reports, and other funding agency submittals as required to ensure that the Village and Town receive their reimbursements in accordance with the terms of their grant agreements.

2. The Authority will invoice the Village and the Village shall pay the Authority for services at the labor hour burdened rate for the specific job classification performing the services (see Table 1) and for mileage to attend meetings, perform site visits etc. at the federal reimbursement rate; provided, however, that the total cost of such services *shall not exceed $25,000*. The scope of services may be adjusted as the work progresses, by mutual consent of the parties, through amendment. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Village and Town as set forth herein, within 30 days of receipt of each invoice.

TABLE 1 – AUTHORITY STAFF CHARGE OUT RATES FISCAL YEAR ENDING 2017

Employee Wage Rate	Standard	Overtime
Engineering Manager	$100	NA
Project Engineer	$67	NA

Employee Wage Rate	Standard	Overtime
Controls Engineer II	$70	NA
Environmental Coordinator	$70	$92
GIS Supervisor	$58	NA
GIS Specialist	$45	NA
GIS Technician	$41	NA
Engineering Assistant	$55	$70

3. The Village shall provide the reasonable support services of its attorney, Clerk and other staff as appropriate to assist in implementing the project and shall assign a person as point of contact with the Authority.

4. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Village as additional insured on the liability policy.

5. The Village shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.

6. The Village will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Village, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement. The Authority will at all times indemnify and save harmless the Village against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Authority, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement.

7. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Village for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The Village will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.

8. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Village. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.

9. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to this Agreement. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and

independent of all unrelated projects and activities of the Authority. The Village shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the Village arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.

10. The Authority is an independent contractor with the Village and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.

11. No waiver by Village or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.

12. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.

13. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.

14. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.

All of the above is established by the signatures of the authorized representatives of the parties.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

By:_____

James W. Wright
Executive Director

VILLAGE OF TUPPER LAKE

By:_____

Paul Maroun
Mayor

TOWN OF TUPPER LAKE

By:_____

Patricia Littlefield
Town Supervisor

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
) ss:
COUNTY OF JEFFERSON)

On this ____ day of _____, 2017, before me personally came James W. Wright, who being duly sworn, did dispose and says that he resides in Watertown, New York; that he is the Executive Director of the Development Authority of the North Country, the Authority described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Authority.

_____
NOTARY PUBLIC

STATE OF NEW YORK)
) ss:
COUNTY OF FRANKLIN)

On this ____ day of _____, 2017, before me personally came Paul Maroun, who being duly sworn, did dispose and says that he resides in Tupper Lake, New York; that he is the duly authorized representative of the Village described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Village.

_____
NOTARY PUBLIC

STATE OF NEW YORK)
) ss:
COUNTY OF FRANKLIN)

On this ____ day of _____, 2016, before me personally came Patricia Littlefield, who being duly sworn, did dispose and says that she resides in Tupper Lake, New York; that she is the duly authorized representative of the Town described herein, and which executed the foregoing instrument; and that she signed her name thereto by order of said Village.

_____
NOTARY PUBLIC

Subject: DANC Tupper Lake Town WD3 Agreement.doc
From: Carrie Tuttle <ctuttle@danc.org>
Date: 2/22/2017 8:05 AM
To: "Patricia S. Littlefield - Town of Tupper Lake (plittlefield@townoftupperlake.com)" <plittlefield@townoftupperlake.com>, Eric Gustafson <ericj@pgnylaw.com>, "PE Kevin P. Feuka (kevin.feuka@c2ae.com)" <kevin.feuka@c2ae.com>, Mary Casagrain <villtupplake@centralny.twcbc.com>, Paul Maroun <wawbeek@aol.com>, John Quinn <jquinn@townoftupperlake.com>

Good Morning –

Attached is a draft agreement for the Authority services for The Town of Tupper Lake WD#3 project. I used the same agreement format that we used previously for the "ACR". I thought this worked well, as it included language regarding the arrangement between the Village and Town working cooperatively on the project. The agreement clarifies that the Village will pay invoices and Town of Tupper Lake WD#3 will be responsible for costs not covered by grants. If you have any comments or corrections, please let me know and I will update so this is ready for the March Village and Town board meetings.

Thanks,
Carrie

— Attachments: ——————————————————————————

DANC Tupper Lake Town WD3 Agreement.doc	75.5 KB

PEASE AND GUSTAFSON LLP

LEGAL SERVICES AGREEMENT – BOND COUNSEL

THIS AGREEMENT made this ___ of _____, 20__ between the Town of Tupper Lake, New York 120 Demars Boulevard, Tupper Lake, New York 12986 (the "Town"), the Village of Tupper Lake, New York 53 Park Street, P.O. Box 1290, Tupper Lake, New York 12986 (the "Village") and Eric J. Gustafson, attorney at law, of Pease and Gustafson, LLP ("Bond Counsel"), 40 Main St., Massena, New York 13662.

WITNESSETH:

WHEREAS, the Town has formed and desires to improve, with the assistance of the Village, an improvement district located in the Town of Tupper Lake, County of Franklin, known as Water District No. 3 (the "District"), under the provisions of the Town Law and Local Finance Law of the State of New York;

WHEREAS, the Town and Village wish to retain Bond Counsel in connection with various bond matters related to said improvement district; and

WHEREAS, Bond Counsel has been selected to provide the desired bond-related services on the terms and conditions set forth herein; and

WHEREAS, the Village is going to assist the Town in this undertaking pursuant to an Inter-municipal Agreement between the Town and Village and the grants awarded to the Town and Village for the purpose of the improvements to the District;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties do hereby agree as follows

Section 1. <u>Authorization to Proceed as Bond Counsel</u>. The Town and Village shall by appropriate resolution adopt and ratify this Agreement, and Bond Counsel is hereby authorized to provide legal services as described in this Agreement and for the professional fees specified herein.

Section 2. <u>Bond Counsel Services</u>. Bond counsel agrees to provide its professional services in connection with all bond issuance and other debt activities of the Town subject to the conditions

and in consideration of the payment of fees set forth herein. Bond Counsel agrees, at the request of the Town and Village, to:

(A) Review proposed financing programs as to their legal feasibility and compliance with applicable law, including U.S. Treasury regulations;

(B) Advise as to structuring procedures, required approvals and filings, and schedule of events for timely issuance;

(C) Attend meetings with the Town and/or Village, the Town's financial advisor(s), underwriters, rating agencies and others appropriate for development or sale of bonds or dissemination of information in connection therewith;

(D) Prepare bond ordinances or resolutions and any amendments thereto in order to authorize the issuance of the bonds;

(E) Prepare any trust indenture, escrow deposit agreement, registrar or paying agent agreement, and any other agreements or similar documents necessary, related or incidental to the financing;

(F) As requested by the Town, assist in or conduct any public hearings regarding such financing;

(G) Review all disclosure documents prepared or authorized by the Town insofar as such documents describe the bonds and summarize the underlying documents; provided, however, that Bond Counsel assumes no responsibility for the disclosure documents insofar as such documents describe the financial circumstances of the offering or any other statistical projections or data, nor does Bond Counsel assume any responsibility for preparing "Blue Sky Memorandums," registering obligations of the Town in any State, or preparing legal investment surveys;

(H) Prepare, obtain, deliver and file all closing documents necessary in connection with the sale and issuance of the bonds, including, but not limited to: certified copies of all minutes, ordinances, resolutions and orders; certificates such as officers, seal, incumbency, signature, arbitrage and others; and verifications, consents and opinions, as needed, from accountants, engineers, consultants, and attorneys;

(I) Prepare documents for obtaining a loan or grant as needed;

(J) Review all underwriting proposals, and attend and assist in closing; and

(K) Render an opinion in written form at the time the bonds are delivered, which opinion shall cover (i) the legality of the bonds and the proceedings by which they are issued, and (ii) the exemption from gross income for federal income tax purposes of the interest paid on the bonds.

Section 3. Professional Fees and Expenses. The Town and Village shall pay to Bond Counsel for professional services rendered hereunder the following fees: $165.00 per hour with a $_____.00 maximum. Reimbursement of expenses shall be made by the Town and Village for reasonable out-of-pocket expenses including, but not limited to, photocopying, postage, court costs, and travel costs incurred by Bond Counsel in the performance of the duties hereunder. Said fees and expenses shall be payable monthly as billed. The fees and expenses shall be billed to the Village who shall submit the bills for reimbursement from grant funding sources. Any such amounts not paid for by grant funding sources shall be paid by the Town of Tupper Lake and the District.

Section 4. Ancillary Services. In addition to the services listed in Section 2 herein, Bond Counsel agrees to provide certain ancillary services, such as ongoing consultation with the Town and Village on such financing, bond validation proceedings, preparation of legislation, and performance of other legal services at the request of the Town and Village, all of which shall be performed at the hourly rate specified in Section 3 herein.

Section 5. Indemnification and Insurance. Bond Counsel agrees, through the provision of professional liability insurance and similar coverages, to protect, defend and indemnify the Town and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees and other expenses or liabilities of every kind and character caused by any negligent act or omission of Bond Counsel, its employees and agents in connection with or arising out of this Agreement and/or the performance hereof in an amount not to exceed $1,500,000.00.

Section 6. Construction and Amendments. This Agreement shall be governed and construed in accordance with the laws of the State of New York. This Agreement may be amended only by a writing duly entered into by the Town, the Village and Bond Counsel.

IN WITNESS WHEREOF, the Town, Village, and Bond Counsel have executed this Agreement as of the date first written above.

BOND COUNSEL:

_____
Eric J. Gustafson

TOWN:

By:_____

VILLAGE:

By:_____

PEASE AND GUSTAFSON LLP

LEGAL SERVICES AGREEMENT – LOCAL COUNSEL

THIS AGREEMENT made this __ of _____, 20__ between the Town of Tupper Lake, New York, 120 Demars Boulevard, Tupper Lake, New York 12986 (the "Town"), the Village of Tupper Lake, New York 53 Park Street, P.O. Box 1290, Tupper Lake, New York 12986 (the "Village"), and Eric J. Gustafson, attorney at law, of Pease and Gustafson, LLP (the "Attorney"), 40 Main St., Massena, New York 13662.

WITNESSETH:

WHEREAS, the Town has formed, and intends to improve, with the assistance of the Village, Water District No. 3 (the "District"), an improvement district located in the Town of Tupper Lake, County of Franklin, under the provisions of the Town Law and Local Finance Law of the State of New York;

WHEREAS, the Town and Village wish to retain the Attorney in connection with various legal matters related to said improvement district, excluding bond-related or financing matters; and

WHEREAS, the Attorney has been selected to provide the desired legal services on the terms and conditions set forth herein;

WHEREAS, the Village is going to assist the Town in this undertaking pursuant to an Inter-municipal Agreement between the Town and Village;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties do hereby agree as follows:

Section 1. <u>Authorization to Proceed as the Attorney</u>. The Town and Village shall by appropriate resolution adopt and ratify this Agreement, and the Attorney is hereby authorized to provide legal services as described in this Agreement and for the professional fees specified herein.

Section 2. <u>Legal Services</u>. The Attorney agrees to provide its professional services in connection with the Town and Village's plan to improve the Town's improvement district

subject to the conditions and in consideration of the payment of fees set forth herein. The Attorney agrees, at the request of the Town and Village, to:

(A) Supervise and assist in the taking of such actions as may be necessary or incidental to cause the Town to become duly authorized to undertake the proposed improvements to the District;

(B) Advise and assist the Town and Village in connection with (i) the notice and conduct of meetings; (ii) the preparation of minutes of meetings; (iii) the preparation and enactment of such resolutions as may be necessary in connection with the authorization, construction, and initial operation of the District; (iv) entering into construction contracts; (v) preparation and adoption of by-laws, rules and regulations, and rate schedules; and (vi) such other corporate actions as may be necessary in connection with the construction and initial operation of the District;

(C) Review construction contracts, bid-letting procedures, and surety and contractual bonds in connection therewith;

(D) Prepare, negotiate, and review any contract for other sources of water supply when necessary;

(E) Prepare, where necessary, and review deeds, easements and other rights-of-way documents and other instruments for sites for source of water supply, pumping stations, treatment plants, and other facilities necessary to the District, provide continuous rights-of-way therefore, render title opinions with reference thereto, and provide for the recordation thereof;

(F) Obtain necessary permits and certificates from county and municipal bodies, State regulatory agencies, and from other public or private sources with respect to the approval of the District, the construction and operation thereof, pipeline crossings, and the like, excepting the Adirondack Park Agency; and

(G) Cooperate with the engineer employed by the Town and Village in connection with preparation of tract sheets, easements, and other necessary title documents, construction contracts, water supply contracts, health permits, crossing permits, and other such instruments.

Section 3. <u>Professional Fees and Expenses</u>. The Town and Village shall pay to the Attorney for professional services rendered hereunder the following fees: $135.00 per hour with a $_____.00 maximum. Reimbursement of expenses shall be made by the Town for reasonable out-of-pocket expenses including, but not limited to, photocopying, postage, court costs, and travel costs incurred by the Attorney in the performance of the duties hereunder. Said fees and expenses shall be payable monthly as billed. The fees and expenses shall be billed to the Village who shall submit the bills for reimbursement from grant funding sources. Any such amounts not paid for by grant funding sources shall be paid by the Town of Tupper Lake and the District.

Section 4. <u>Construction and Amendments</u>. This Agreement shall be governed and construed in accordance with the laws of the State of New York. This Agreement may be amended only by a writing duly entered into by the Town, Village, and the Attorney.

IN WITNESS WHEREOF, the Town, Village, and the Attorney have executed this Agreement as of the date first written above.

ATTORNEY:

_____
Eric J. Gustafson

VILLAGE

By:_____

TOWN:

By:_____

Subject: 2017 Water System Improvements Project Contract
From: "Feuka, Kevin" <kevin.feuka@C2AE.COM>
Date: 3/6/2017 4:11 PM
To: "Patricia S. Littlefield (plittlefield@townoftupperlake.com)" <plittlefield@townoftupperlake.com>, "Mary Casagrain (villtupplake@centralny.twcbc.com)" <villtupplake@centralny.twcbc.com>, "Carrie Tuttle (ctuttle@danc.org)" <ctuttle@danc.org>, "Eric Gustafson (ericj@pgnylaw.com)" <ericj@pgnylaw.com>
CC: "Feuka, Kevin" <kevin.feuka@C2AE.COM>

Attached is the engineering services agreement for the WD #3 and related improvements. It has taken quite a bit to secure and prepare to execute the 4 agreements that make up the 30% M/WBE sub-consultant component of the $250,000 contract fee as required per the ESD grant.

The contract has almost exactly the same provisions and language that was reviewed, negotiated, approved and executed for the base project through Village attorney Nathan Race. So hopefully there will be minimal time needed for review and approval, however, I recognize this is extremely close to the first review meeting to be held in the Town this coming Thursday night.

To help review, only the following points were updated from that prior agreement:

1. Item 6.05 Insurance Section E. industry-standard provisions surrounding builder's risk insurance have been reinserted to the contract considering the storage tank to be built as part of the project.

2. As referenced earlier, the M/WBE component increased from 20% to 30% of the contract per the ESD Incentive Proposal. Proposals have been secured from each sub-consultant and used as the basis for the total contract fee. The required follow-up paperwork is being solicited and compiled to follow.

3. Given our start date for survey, design and permitting (particularly APA), construction is noted for a 9-month duration period to extend over winter 2017/2018 with a May 31, 2018 substantial completion date.

Kevin

Kevin P. Feuka, PE
Principal Owner, Project Manager

C2AE
architecture | engineering
70 Main Street
Canton, NY 13617
O: 315.386.2623
M: 517.749.8949

www.c2ae.com<http://www.c2ae.com/> - Infrastructure that enables, Architecture that empowers.

— Attachments: ——————————————————————————————————————

winmail.dat 15.9 MB

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

Prepared by

C2AE Project #16-0035

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

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ASCE
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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of ***March 15, 2017*** ("Effective Date") between
Village of Tupper Lake, New York ("Owner") and
Capital Consultants Architecture and Engineering, Inc. (C2AE) ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

"2017 Water Distribution System Improvements " ("Project").
Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:
Design Development, Bidding and Construction Phase Services including Construction Administration and Construction Observation as detailed in the August 2016 "Preliminary Engineering Report for 2017 Water Distribution System Improvements" with January 2017 updates.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

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2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay*: If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

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2. Subject to Paragraph 4.02 C., Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

~~5.02 *Designing to Construction Cost Limit*~~ **DELETED**

A. ~~If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.~~

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and

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skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner, and in compliance with funding requirements of involved agencies.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date to Laws and Regulations;

   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

   c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

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H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 ~~*Design Without Construction Phase Services*~~ **DELETED**

~~A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.~~

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6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner five (5) original printed record versions of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer ~~shall~~ **may** jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

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6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

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6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner*: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

2. *By Engineer*: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination*: The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. by Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks

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whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the State of New York.

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

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3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

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6.11 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **Engineer's indemnification obligations set forth above shall not exceed the limits of liability of the insurance policies set forth in Exhibit G – "Insurance."**

B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **Owner's indemnification obligations set forth above shall not exceed the limits of liability of the insurance policies carried by Owner during the term of this Agreement.**

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of seven years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Engineer shall provide a copy of any such item to Owner at project completion in electronic, GIS-compatible format, i.e. .pdf or .dwg files.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered

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or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract

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Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities

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relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as

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delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design

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professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.

E. Exhibit E, Notice of Acceptability of Work.

F. ~~Exhibit F, Construction Cost Limit~~. **Not Used**

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution.

I. Exhibit I, Limitations of Liability.

J. ~~Exhibit J, Special Provisions~~. **Not Used**

K. Exhibit K, Amendment to Owner-Engineer Agreement.

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8.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Village of Tupper Lake

By: _____
Print name: Paul A. Maroun
Title: Mayor
Date Signed: _____

Address for Owner's receipt of notices:
PO Box 1290
Tupper Lake, New York 12986

Designated Representative (Paragraph 8.03.A):
Mark Robillard
Title: Superintendent of Water/Wastewater Department
Phone Number: 518-359-3911
E-Mail Address: norbert0222@yahoo.com

Engineer: **Capital Consultants Architecture and Engineering, Inc. dba C2AE**

By: _____
Print name: Kevin P. Feuka, P.E.
Title: Principal Owner/Project Manager
Date Signed: _____

Engineer License or Firm's Certificate No. (if required):
094829
State of: New York

Address for Engineer's receipt of notices:
70 Main Street
Canton, New York 13617

Designated Representative (Paragraph 8.03.A):
Kevin P. Feuka, P.E.
Title: Project Manager
Phone Number: 315-386-2623
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This is **EXHIBIT A**, consisting of **16** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **March 15, 2017**.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 ~~*Study and Report Phase*~~ *Previously Completed*

~~A. Engineer shall:~~

~~1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.~~

~~a. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~

~~2. Identify potential solution(s) to meet Owner's Project requirements, as needed.~~

~~3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.~~

~~4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.~~

~~5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.~~

~~6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.~~

~~7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.~~

~~8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the~~

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~~agreed to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.~~

~~9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.~~

~~10. When mutually agreed assist Owner in evaluating the possible use of building information modeling, civil integrated management, geotechnical baselining of subsurface site conditions, innovative design, contracting, or procurement strategies, or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."~~

~~11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.~~

~~12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.~~

~~13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.~~

~~14. Perform or provide the following other Study and Report Phase tasks or deliverables: **Preliminary Engineering Report (completed)**~~

~~15. Furnish **N/A** review copies of the Report and any other Study and Report Phase deliverables to Owner within **N/A** days of the Effective Date and review it with Owner. Within **N/A** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items. **(COMPLETED)**~~

~~16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's and New York State (NYS) Department of Health (DOH) comments, as appropriate, and furnish ___ copies of the revised Report and any other Study and Report Phase deliverables to the Owner and the NYS DOH on or before _____.~~

~~B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.~~

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A1.02 *Preliminary Design Phase*

A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction

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procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable. **Engineer must also incorporate all NYS DOH and Regulatory Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.**

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

   a. Assist in SERP Administration
   ~~b. Prepare Water Supply Permit Application~~
   c. Prepare Stormwater Pollution Prevention Plan
   d. Prepare Adirondack Park Agency Permit Application

10. Furnish **5** review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner on or before May 31, 2017, and review them with Owner. Within **7** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner **5** copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within **7** days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. **The contract documents furnished by the Engineer shall utilize Funding Agency-endorsed construction contract documents.**

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

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3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Perform or provide the following other Final Design Phase tasks or deliverables:
   a. Submit Design Documents to Government Agencies for Review.

10. Furnish for review by Owner, its legal counsel, and other advisors, _5_ copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, on or before _June 30, 2017_, and review them with Owner. Within _7_ days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit _5_ final copies of such documents to Owner, with additional copies as required for review and comment by the NYS Department of Health on or before _July 31, 2017_.

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B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables **and all final design phase deliverables have been revised in accordance with review comments of the NYS DOH and Regulatory/Funding Agencies.**

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **four (4)**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.

5. Consult with Owner as to the qualifications of ubcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

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6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: **Not Applicable**

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an Owner-approved RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

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3. ~~*Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.~~ **Not applicable – provided through Contractor**.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary but at a minimum monthly, to observe as an experienced and qualified design professional the progress of Contractor's executed Work and conduct progress meetings including the Contractor and the Owner. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

    b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry

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out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

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15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted. Electronic copies of final, approved shop drawings, samples and other submittals shall be provided to the Owner.

18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A and with approval of the Owner.

19. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

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21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

    b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

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23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. ~~*Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:~~ **Not Applicable.**

25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

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2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables: **Not Applicable**.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

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7. Undertaking investigations and studies including, but not limited to:

   a. detailed consideration of operations, maintenance, and overhead expenses;

   b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

   c. preparation of appraisals;

   d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

   e. detailed quantity surveys of materials, equipment, and labor; and

   f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

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15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

~~17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.~~ **DELETED – INCLUDED as part of Basic Services (A1.05 Construction Phase, Item 22. Contractor's Completion Documents).**

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

~~20. Preparation of operation, maintenance, and staffing manuals.~~ **DELETED – INCLUDED as part of Basic Services (A1.05 Construction Phase, Item 22. Contractor's Completion Documents).**

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.

25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

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28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 15, 2017.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

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3. Utility and topographic mapping and surveys.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.

7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

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I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

P. Place and pay for advertisement for Bids in appropriate publications.

Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

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This is **EXHIBIT C**, consisting of 8 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated **March 15, 2017**.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. A Lump Sum amount of $190,000.00 based on the following estimated distribution of compensation:

a.	Design Phase	$133,000.00
b.	Bidding/Negotiating Phase	$ 5,000.00
c.	Construction Administration	$ 52,000.00

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner **and Agency**.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 6 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted **with concurrence of the Owner and Agency**.

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COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 *Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment*

A. *Owner shall pay Engineer for Resident Project Representative Basic Services as follows:*

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be $55,000.00 based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a **273** day construction schedule beginning upon Notice to Proceed, or by substantial completion date of May 31, 2018, whichever is later.

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of **1.0**.

4. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 01**) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

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1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.05**.

2. *Factors*: The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. *Estimated Compensation Amounts*:

   a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

   b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General*: For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of **1.0**.

4. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 01**) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.05**.

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2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

4. Reimbursable Expenses as specified in Appendix 1 to Exhibit C provided for:

   a. Resident Project Representative Expenses $5,000

D. *Total Proposed Contract Value*

1. **The total contract value for all agreement items as provided herein shall be:**

Preliminary Services (Accomplished under separate contract)	
Design Phase Services:	**$133,000**
Bidding/Negotiating Phase Services:	**$ 5,000**
Construction Administration:	**$ 52,000**
Compensation for Resident Project Representative:	**$ 55,000**
Reimbursable Expenses:	**$ 5,000**
	$250,000

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This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **March 15, 2017**.

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Large Format Copies (Plans/Drawings)		$1.00 per sheet
Large-run Copies (Reports/Specs)		$0.08 per page
Mileage		Prevailing IRS Allowable Rate
Meals		G.S.A. rate
Lodging		G.S.A. rate
Per Diem		G.S.A. rate

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This is **Appendix 2 to EXHIBIT C**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **March 15, 2017**.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Professional Rate

Classification	& Description	Hourly Billing Rate Range
A10	Engineer/Architect/Landscape Architect/Surveyor	$250 - $360
A9	Engineer/Architect/Landscape Architect/Surveyor	$190 - $310
A8	Engineer/Architect/Landscape Architect/Surveyor	$165 - $285
A7	Engineer/Architect/Landscape Architect/Surveyor	$145 - $215
A6	Engineer/Architect/Landscape Architect/Surveyor	$125 - $195
A5	Engineer/Architect/Landscape Architect/Surveyor	$115 - $175
A4	Engineer/Architect/Landscape Architect/Surveyor	$105 - $155
A3	Engineer/Architect/Landscape Architect/Surveyor	$95 - $140
A2	Engineer/Architect/Landscape Architect/Surveyor	$75 - $120
A1	Engineer/Architect/Landscape Architect/Surveyor	$65 - $100
(T)A-4	Architectural/Engineering Designer	$95 - $140
(T)A-3	Architectural/Engineering Designer	$85 - $120
(T)A-2	Architectural/Engineering Designer	$70 - $100
(T)A-1	Architectural/Engineering Designer	$55 - $80
B3	Resident Project Representative/Survey Technician	$85 - $125
B2	Resident Project Representative/Survey Technician	$60 - $100
B1	Resident Project Representative/Survey Technician	$40 - $85
C3	Administrative	$55 - $80
C2	Administrative	$45 - $60
C1	Administrative	$30 - $50

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(1) The foregoing rates include employee fringe benefits, computer time, overhead, other indirect costs and profit.

(2) Legal proceedings, including but not limited to case preparation, depositions, interrogatories, court appearances, will be billed at the above hourly rates plus ten (10) percent.

(3) Rates are effective through December 31, 2017.

(4) This information is confidential and is not to be duplicated, used or disclosed in whole or in part, for any purpose other than for which it has been submitted without written authorization by one of the firm's principals.

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This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 15, 2017.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings

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(but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. *Liaison:*

   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

   c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,

7. *Shop Drawings and Samples:*

   a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

   b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

   c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work:*

   a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

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removed and replaced, or accepted as provided in the Construction Contract Documents.

b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and

c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*:

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Photograph or video Work in progress or Site conditions.

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d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to Owner.

12. *Reports:*

a. Furnish to Owner monthly reports, at a minimum, as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion*:

a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

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c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

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This is **EXHIBIT E**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **March 15, 2017**.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER: **C2AE**

NOTICE DATE:

To: **Village of Tupper Lake New York**
Owner

And To:
Contractor

From: **C2AE**
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the Engineer's professional opinion.

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3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.

4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.

5. This Notice is not a guarantee of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

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This is **EXHIBIT G**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **March 15, 2017**.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

   a. Workers' Compensation: Statutory

   b. Employer's Liability --

      1) Bodily injury, each accident: **$500,000**
      2) Bodily injury by disease, each employee: **$500,000**
      3) Bodily injury/disease, aggregate: **$500,000**

   c. General Liability --

      1) Each Occurrence (Bodily Injury and Property Damage): **$1,000,000**
      2) General Aggregate: **$2,000,000**

   d. Excess or Umbrella Liability --

      1) Per Occurrence: **$5,000,000**
      2) General Aggregate: **$5,000,000**

   e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

      $1,000,000

   f. Professional Liability –

      1) Each Claim Made **$2,000,000**
      2) Annual Aggregate **$4,000,000**

   ~~g. Other (specify):~~

2. By Owner:

   a. Workers' Compensation: Statutory

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b. Employer's Liability --

1)	Bodily injury, Each Accident	**$500,000**
2)	Bodily injury by Disease, Each Employee	**$500,000**
3)	Bodily injury/Disease, Aggregate	**$500,000**

c. General Liability --

1)	General Aggregate:	**$2,000,000**
2)	Each Occurrence (Bodily Injury and Property Damage):	**$1,000,000**

d. Excess Umbrella Liability

1)	Per Occurrence:	**$5,000,000**
2)	General Aggregate:	**$5,000,000**

e. Automobile Liability – Combined Single Limit: $1,000,000
(Bodily Injury and Property Damage)

f. Other (specify): $_____

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. **Capital Consultants, Inc. dba C2AE**
Engineer

b. Aubertine and Currier
Alliance Archaeological Services
Atlantic Testing Laboratories
Business Staffing Solutions, Inc. (dba Here's Help)
Engineer's Consultant

c. [ ]

d. [ ]
[other]

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

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This is **EXHIBIT H**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **March 15, 2017**.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a team of three individuals. Owner and Engineer shall each choose one of the mediators. The third mediator shall be chosen by the two previously selected. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction within Franklin County, New York.

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This is **EXHIBIT I**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 15, 2017.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Engineer's or its Consultants' services. or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the limits of liability of the insurance policies set forth in Exhibit G – "Insurance".

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~~This is **EXHIBIT J**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].~~

~~Special Provisions~~

~~Paragraph(s) [ ] of the Agreement is/are amended to include the following agreement(s) of the parties:~~

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This is **EXHIBIT K**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **March 15, 2017**.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner: Village of Tupper Lake New York

Engineer: Capital Consultants Architecture and Engineering, Inc., dba C2AE

Project: Potable Groundwater Supply & Water Distribution System Improvements

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

____ Additional Services to be performed by Engineer

____ Modifications to services of Engineer

____ Modifications to responsibilities of Owner

____ Modifications of payment to Engineer

____ Modifications to time(s) for rendering services

____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	$_____
Net change for prior amendments:	$_____
This amendment amount:	$_____
Adjusted Agreement amount:	$_____

Change in time for services (days or date, as applicable): _____

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The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: **Village of Tupper Lake**	**ENGINEER:** **Capital Consultants Architecture and Engineering, Inc. dba C2AE**
By: _____	**By:** _____
Print name: _____	**Print name:** _____
Title: _____	**Title:** _____
Date Signed: _____	**Date Signed:** _____

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NEW YORK STATE OF OPPORTUNITY | Environmental Facilities Corporation

ANDREW M. CUOMO
Governor

SABRINA M. TY
President and CEO

Program Requirements and Bid Packet for Non-Construction Contracts

(For Treatment Works, Drinking Water and Water Grant projects funded with NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund, and Non-Treatment Works projects funded with NYS Clean Water State Revolving Fund)

Effective October 1, 2016

New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
P: (518) 402-6924 F: (518) 402-7456
www.efc.ny.gov

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ATTACHMENTS (REQUIRED FORMS)

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Attachment 6 - MWBE Waiver Request
Attachment 7 - EPA Form 6100-2 - DBE Subcontractor Participation Form
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Attachment 9 - EPA Form 6100-4 - DBE Subcontractor Utilization Form
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PART 1:

HOW TO USE THIS DOCUMENT

The New York State Environmental Facilities Corporation ("EFC") implements the New York State Revolving Fund ("SRF") for both Clean Water and Drinking Water projects.

This Program Requirements and Bid Packet for Non-Construction Contracts document contains (1) a brief description of New York State and federal program requirements for Contracts and Subcontracts funded in whole or part by the New York State Clean Water and Drinking Water SRFs, (2) required language for such Contracts and Subcontracts to satisfy the SRF program requirements, including required forms, and (3) guidance materials to assist entities in complying with these requirements.

PROGRAM REQUIREMENTS

The following requirements apply to Treatment Works, Drinking Water and Water Grant projects funded with the NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund as well as Non-Treatment Works projects funded with the NYS Clean Water State Revolving Fund:

- Participation of Minority- and Women-Owned Business Enterprises ("MWBE") and Equal Employment Opportunities ("EEO") pursuant to New York State Executive Law, Article 15-A and New York Code of Rules and Regulations, Title 5 (5 NYCRR) Parts 140-145 (Regulations of the Commissioner of Economic Development);
- Participation by Disadvantaged Business Enterprises ("DBE") in United States Environmental Protection Agency ("EPA") Programs pursuant to 40 Code of Federal Regulations (CFR) Part 33;
- Equal Employment Opportunities pursuant to Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7;
- Requirements regarding suspension and debarment pursuant to 2 CFR Part 180, 2 CFR Part 1532, 29 CFR § 5.12, State Labor Law § 220-b, and State Executive Law § 316; and,
- Restrictions on Lobbying pursuant to 40 CFR Part 34.

EFC or its authorized representatives, and other governmental entities as applicable, reserve the right to conduct occasional site inspections to monitor compliance with SRF program requirements.

This document is not intended to be inclusive of all applicable legal requirements and there may be other legal requirements that need to be included in a particular Contract or Subcontract that are not set forth here. Accordingly, EFC recommends that Recipients, Contractors, Subcontractors, and any other involved entities consult their legal counsel for advice on compliance will all applicable laws, including but not limited to local laws. This document is not intended to be legal advice.

Refer to the EFC website at www.efc.ny.gov/MWBE for the latest version of the bid packet to ensure that the most recent forms and contract language are being used.

REQUIRED CONTRACT LANGUAGE

Part 2 of this document is the Required Contract Language. All of the language in Part 2 must be inserted in to all Contracts and Subcontracts funded in whole or in part with SRF funds, in order for SRF Recipients, Contractors, and Subcontractors to comply with the above-listed SRF program requirements.

GUIDANCE MATERIALS

Part 3 of this document sets forth Guidance Materials intended to assist SRF Recipients, Contractors, and Subcontractors in complying with the foregoing SRF program requirements, as applicable.

The Guidance Materials are for informational purposes only and are not intended to be used as contractual language. Please do not incorporate the Guidance Materials into any Contracts or Subcontracts.

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

"Contract" means an agreement between a Recipient and a Contractor.

"Contractor" means all bidders, prime contractors, Service Providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

"Service Provider" means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

"Subcontract" means an agreement between a Contractor and a Subcontractor.

"Subcontractor" means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

"Recipient" means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part.

"State" means the State of New York.

"Treatment Works" is defined in Clean Water Act (CWA) Section 212.

"Nonpoint Source Projects" and **"Green Infrastructure Projects"** are defined in CWA Section 319.

"Estuary Management Program Project" is defined in CWA Section 320.

PART 2:

REQUIRED CONTRACT LANGUAGE

SECTION 1 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR FEDERAL DISADVANTAGED BUSINESS ENTERPRISES AND NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

The Equal Employment Opportunities requirements of this section apply to Contracts and Subcontracts greater than $10,000.

The Minority- and Women- Owned Business Enterprises ("MWBE") and Disadvantaged Business Enterprises ("DBE") requirements of this section apply to Contractors and Subcontractors working pursuant to: (1) Contracts for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, greater than $25,000; (2) Contracts that are initially under this threshold but subsequent change orders or contract amendments increase the Contract value to above $25,000; and, (3) change orders greater than $25,000.

Disregard this section if it does not apply to this Contract or Subcontract.

I. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services (including, but not limited to, legal, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of $100,000 for the acquisition, construction, demolition, replacement, major repair or renovation or real property and improvements thereon.
2. 40 CFR Part 33 ("Federal DBE Regulations") for contracts under EPA financial assistance agreements, as those terms are defined therein.
3. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.

B. The Contractor and Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor and Subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor and Subcontractor to carry out these requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.

C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.

D. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to

the withholding of funds or such other actions, liquidated damages pursuant to subsection III(F) of this section, or enforcement proceedings as allowed by the Contract.

E. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Federal DBE Regulations, or Title VI, such law and regulations shall supersede these requirements.

F. Upon request from the Recipient's Minority Business Officer ("MBO") and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time. For purposes of this section, MBO means the duly authorized representative of the SRF Recipient for MWBE and EEO purposes.

II. Equal Employment Opportunities (EEO)

A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

B. Contractor represents that it has submitted an EEO policy statement to Recipient prior to the execution of this Contract.

C. Contractor represents that it's EEO policy statement includes the following language:

1. The contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contracts relating to SRF projects.
2. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this SRF project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
3. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

D. The Contractor will include the provisions of Subdivisions II(A), II(C), and II(E) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

E. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

F. Required EEO Forms

1. EEO Staffing Plan
To ensure compliance with this section, the Contractor represents that it has submitted prior to execution of this Contract an EEO Staffing Plan to the Recipient's MBO to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

2. EEO Workforce Employment Utilization Report ("Workforce Report")

   a. The Contractor shall submit a Workforce Report, and shall require each of its Subcontractors to submit a Workforce Report to the Recipient, in such format as shall be required by EFC on a quarterly basis during the term of the Contract.
   b. Separate forms shall be completed by Contractor and any Subcontractor.
   c. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor's and/or Subcontractor's total workforce. When a separation can be made, the Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

III. Business Participation Opportunities for MWBEs

A. Contract Goals

1. For purposes of this Contract, EFC establishes the following goals for New York State certified MWBE participation ("MWBE Combined Goals") based on the current availability of qualified MBEs and WBEs.

Program	MWBE Combined Goal*
CWSRF, DWSRF, & Green Innovation Grant Program	20%
NYS Water Grants (also receiving EFC loan)	Clean Water project 23% Drinking Water project 26%
NYS Water Grants (grant only)	30%
Engineering Planning Grant	Consolidated Funding Application Round 2012-2014 20% Consolidated Funding Application Round 2015-2017 30%

*May be any combination of MBE and/or WBE participation

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: https://ny.newnycontracts.com.
3. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan to the Recipient prior to the execution of this Contract.
2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.
3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the Recipient's MBO. Contractor shall indicate the changes to the MBO in the next Monthly MWBE Contractor Compliance Report after the changes occurred. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the revised Utilization Plan.
5. The Contractor shall submit copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Requests for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the Recipient documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Recipient shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
2. If the Recipient, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

The Contractor agrees to submit a report to the Recipient by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Required Federal DBE Forms

1. EPA Form 6100-3 - DBE Subcontractor Performance Form
   Contractor represents that it has submitted the Form 6100-3 to all of its Subcontractors, all of its Subcontractors have completed the form, and that Contractor submitted such completed forms to Recipient with its bid submission.
2. EPA Form 6100-4 - DBE Subcontractor Utilization Form
   Contractor represents that it has completed the Form 6100-4 and submitted such completed form to Recipient with its bid submission.
3. EPA Form 6100-2 - DBE Subcontractor Participation Form
   Contractor represents that it has distributed a Form 6100-2 to its MWBE Subcontractors

for completion prior to execution of this Contract.

F. Liquidated Damages - MWBE Participation

In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
2. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.

The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.

In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

SECTION 2 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

SECTION 3 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than $100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor executing a Contract or Subcontract in excess of $100,000 agree to provide to the Recipient an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 10, consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

PART 3:

GUIDANCE MATERIALS

APPLICABILITY OF PROGRAM REQUIREMENTS

This chart contains a listing of the SRF program requirements contained within this document, as well as the following details regarding each requirement: (1) its applicability, i.e., what types of contracts/subcontracts, particular monetary thresholds if applicable; (2) a section reference to the Required Contract Language that applies from Part 2; and (3) a section reference to the Guidance that applies from this Part.

Requirement	Applicability	Section of Required Contract Language from Part 2	Section of Appropriate Guidance from Part 3
Minority- and Women- Owned Business Enterprises (MWBE) and Disadvantaged Business Enterprises (DBE)	Contractors and Subcontractors working pursuant to: (1) Contracts for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, greater than $25,000; (2) Contracts that are initially under this threshold but subsequent change orders or Contract amendments increase the Contract value above $25,000; and, (3) Change orders greater than $25,000	1	1
Equal Employment Opportunities (EEO)	Contracts and Subcontracts greater than $10,000	1	1
Suspension and Debarment	All Contracts and Subcontracts	2	2
Restrictions on Lobbying	All Contracts and Subcontracts greater than $100,000	3	3

SECTION 1 GUIDANCE FOR THE REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR FEDERAL DISADVANTAGED BUSINESS ENTERPRISES AND NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

I. Summary of EEO, MWBE, and DBE Forms

A. Forms to be Submitted Prior to Contract Execution

1. **EEO Policy Statement**
   To be submitted by the Contractor to the Recipient's Minority Business Officer ("MBO") prior to Contract execution. The "MBO" refers to the duly authorized representative of the SRF Recipient for MWBE and EEO purposes. This form is attached hereto as Attachment 1. See Required Contract Language, Section 1(II).

2. **EEO Staffing Plan**
   To be submitted by the Contractor to the MBO prior to Contract execution. This form is attached hereto as Attachment 2. See required Contract Language, Section 1(II).

3. **EPA Form 6100-3 – DBE Subcontractor Performance Form**
   To be submitted by the Contractor to the MBO with its bid submission. This form is attached hereto as Attachment 8. See Required Contract Language, Section 1(III)(E).

4. **EPA Form 6100-4 – DBE Subcontractor Utilization Form**
   To be submitted by the Contractor to the MBO with its bid submission. This form is attached hereto as Attachment 9. See Required Contract Language, Section 1(III)(E).

5. **EPA Form 6100-2 – DBE Subcontractor Participation Form**
   To be submitted by the Subcontractors to the MBO prior to Contract execution. The Contractor must provide the form to the Subcontractors for completion. The Contractor should also submit documentation (e.g., email, letter, certified mail receipt) to the MBO that the 6100-2 form was made available to the MWBE Subcontractors. This form is attached hereto as Attachment 7. See Required Contract Language, Section 1(III)(E).

6. **MWBE Utilization Plan**
   To be submitted by the Contractor to the MBO after the bid opening, but in no case more than ten (10) business days after the Contractor receives notice from the Recipient that the Contractor has submitted a low bid. This form is attached hereto as Attachment 5. See Required Contract Language, Section 1(III)(B).

B. Forms to be Submitted During the Term of the Contract

1. **EEO Workforce Employment Utilization Report ("Workforce Report")**
   To be submitted by the Contractor to the MBO on a quarterly basis during the term of the Contract. This form is attached hereto as Attachment 3. See Required Contract Language, Section 1(II)(G).

2. **Request for Partial or Total Waiver**
   If applicable, to be submitted by the Contractor to the MBO at any time during the term of the Contract, but not later than prior to the submission of a request for final payment on the Contract. This form is attached hereto as Attachment 6. See Required Contract Language, Section 1(III)(C).

3. **Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")**
To be submitted by the Contractor to the MBO by the third business day following the end of each month over the term of the Contract. This form is attached hereto as Attachment 4. See Required Contract Language, Section 1(III)(D).

II. Business Participation Opportunities for MWBEs

A. Contract Goals
The goals provided herein (Required Contract Language, Section 1(III)(A)) are effective as of October 1, 2016. MWBE participation goals for a contract will be based on the goals in place at the time of the execution date of each respective contract, unless otherwise specified. In certain instances, the goals may vary, such as with projects co-funded by EFC and other state/federal agencies. With some co-funded projects, EFC may defer to the MBE and WBE participation goals and program established by those agencies.

Please contact EFC if you have any questions about the applicable MWBE participation goals for your contract.

B. Good Faith Efforts
The Contractor must make good faith efforts to develop an adequate MWBE Utilization Plan and must continue such good faith efforts in order to meet applicable MWBE participation goals. The Contractor shall maintain documentation of good faith efforts to solicit participation of MWBE firms for SRF-funded projects. If a Contractor is unable to meet contract MWBE participation goals, and submits a Request for Waiver, documentation of such good faith efforts must accompany the request. See Required Contract Language, Section 1(III)(C).

Contractor should also continue good faith efforts to seek opportunities for MWBE participation during the life of the contract <u>even if proposed goals have been achieved</u>.

Examples of documentation of good faith efforts are set forth below:

- Information on the scope of work related to the contract, such as a copy of the schedule of values from the bid submission, and specific steps taken to reasonably structure the scope of work to break out tasks or equipment needs for the purpose of providing opportunities for subcontracting with, or obtaining supplies or services from, MBEs or WBEs.

- Printed screenshots of the directory of Certified Minority- and Women- Owned Business Enterprises ("MWBE directory") on ESD's website on a Statewide basis, if appropriate, for both MBEs and WBEs that provide the services or equipment necessary for the contract. Contact the MBO for assistance in performing a proper search including identifying a sufficient number of solicitations to show that good faith effort was made.

- Copies of timely solicitations and documentation (e.g., faxes and emails) that the Contractor offered relevant plans, specifications, or other related materials to MBE and WBE firms on ESD's MWBE directory to participate in the work, with the responses.

- A log prepared by the Contractor in a sortable spreadsheet documenting the Contractor's solicitation of MBEs and WBEs for participation as Subcontractors or suppliers pursuant to a contract. The log should consist of the list of MBE and WBE firms solicited, their contact information, the type of work they were solicited to perform (or equipment to provide), how the solicitation was made (fax, phone, email) and the contact information, the contacts name and the outcome. If a bid was received, the bid price should also be included in the log. See a sample log format below:

Date	M/WBE Type	Company	Scope of work	Contact Name	Phone/ Email	Solicitation Format	MWBE Response	Negotiation Required?	Selected? If not, Explain

If no response was received to an initial solicitation, at least one follow-up solicitation should be made in a different format than the first, e.g. fax followed by phone call. Any bids received from non-MWBE firms for the same areas MWBEs were solicited should also be tracked on the log.

- Copies of the EPA 6100-3 and 6100-4 forms that are required with the bid submission. A properly completed EPA 6100-3 form is good indication of a contact to an MWBE and their response to the contact. If solicitations do not result in obtaining sufficient participation of MWBE firms due to non-responsiveness, please contact the MBO or EFC MWBE representative for support.

- Copies of any advertisements of sufficient duration to effectively seek participation of certified MBE and WBEs timely published in appropriate general circulation, trade and MWBE oriented publications, together with listing and dates of publication of such advertisements. EFC recommends the use of the NYS Contract Reporter that is free to all Contractors - https://www.nyscr.ny.gov/. A log should be kept of the responses to the ads, similar to the log for MWBE firm solicitation and should include the non-MWBE firms that responded and the bid prices. Any negotiations should be documented in the log.

- Documents demonstrating that insufficient MBEs or WBEs are reasonably available to perform the work.

- A written demonstration that the Contractor offered to make up any inability to meet the project MWBE participation goals in other contracts and/or agreements performed by the Contractor on another SRF funded project.

- The date of pre-bid, pre-award, or other meetings scheduled by the Recipient, if any, and the contact information of any MBEs and WBEs who attended and are capable of performing work on the project.

- Any other information or documentation that demonstrates the Contractor conducted good faith efforts to provide opportunities for MWBE participation in their work. For instance, Prime Contractors and MBOs should develop a list of MWBE firms that have expressed interest in working on SRF-funded projects

- The use of certified DBE and small businesses certified through the US Small Business Administration (SBA) may be considered as a demonstration of Good Faith Efforts.

C. MWBE Utilization Plan

1. The MWBE Utilization Plan must be submitted to the Recipient's MBO after the bid opening, but in no case more than ten (10) business days after the Contractor receives notice from the Recipient that the Contractor has submitted a low bid.
2. The MBO will evaluate a completed MWBE Utilization Plan. If the MBO finds the Utilization Plan sufficient, it will be forwarded to EFC for review. If the MBO finds the Utilization Plan insufficient, the MBO will work with the Contractor to address deficiencies before submitting to EFC for review. A written notice of acceptance or deficiency will be issued by EFC within 20 business days of receipt of the Utilization Plan. Upon receipt of

a notice of deficiency from either the MBO or EFC, the Contractor shall respond with a written remedy to such notice within seven (7) business days of receipt.

3. In coordination with the MBO, EFC will accept an MWBE Utilization Plan upon consideration of many factors, including the following:

    a. The MWBE Utilization Plan indicates that the proposed goals for the project will be achieved;
    b. A Contractor, who is a certified MBE or WBE, will be credited for up to 100% of the category of their certification. However, good faith efforts to seek participation in the other category are also required; and,
    c. Adequate documentation to demonstrate good faith efforts and/or support a specialty equipment/services waiver as described below in Section II(E).
4. EFC reserves the right to request additional information and/or documentation to support the adequacy of the MWBE Utilization Plan.
5. Within 10 days of EFC's acceptance of a MWBE Utilization Plan, EFC will post the approved Utilization Plan on the EFC website.
6. In coordination with the MBO, EFC may issue conditional acceptance of Utilization Plans pending submission of additional documentation that demonstrates there will be an increase in MWBE participation.

D. Eligibility for MWBE Participation Credit

1. To receive MWBE participation credit, Contractors or Subcontractors performing work that have been identified in an approved MWBE Utilization Plan must be certified as an MBE or WBE by ESD.
2. Prime Contractors may also include second or lower tier Subcontractors (Subcontractors hired by Subcontractors) on their MWBE Utilization Plan.
3. Credit for MWBE participation shall be granted only for MWBE firms performing a commercially useful business function according to custom and practice in the industry.
    a. Factors to be used in assessing whether an MWBE is performing a commercially useful function include:
        i. The amount of work subcontracted;
        ii. Industry practices;
        iii. Whether the amount the MWBE is to be paid under the contract is commensurate with the work it is to perform;
        iv. The credit claimed towards MWBE utilization goals for the performance of the work by the MWBE; and,
        v. Any other relevant factors.

    b. "Commercially useful functions" normally include:
        i. Providing technical assistance to a purchaser prior to a purchase, during installation, and after the supplies or equipment are placed in service;
        ii. Manufacturing or being the first tier below the manufacturer of supplies or equipment;
        iii. Providing functions other than merely accepting and referring requests for supplies or equipment to another party for direct shipment to a Contractor; or,
        iv. Being responsible for ordering, negotiating price, and determining quality and quantity of materials and supplies.
4. No credit will be granted for MWBEs that do not perform a commercially useful function. An MWBE does not perform a commercially useful function if its role adds no substantive value and is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of participation.

E. Requests for Waiver

1. If the Contractor's application of good faith efforts does not result in the utilization of MWBE firms to achieve the aforementioned goals or a specialty equipment/service waiver is requested, the Contractor may request a full or partial waiver of MWBE participation goals by completing a Request for Waiver form, attaching appropriate documentation of good faith efforts, and submitting same to the MBO. See also Required Contract Language, Section 1(III)(C). Even if an MWBE waiver is granted, EEO information must still be submitted.
2. The MBO and EFC will review each waiver request based on the good faith effort criteria presented above and the documentation submitted with the waiver request. EFC will not issue any automatic waivers from MWBE responsibilities.
3. In cases where EFC accepts a full or partial waiver of MWBE participation goals, the waiver request will be posted to EFC's website.
4. Specialty Equipment/Service Waiver: A specialty equipment/service waiver may be granted in cases where:

    a. equipment is made by only one non-MWBE manufacturer,
    b. the technical specifications call for equipment that is not available through an MWBE supplier;
    c. the equipment is constructed on site by specially trained non-MWBE labor;
    d. the service is not available through an MWBE (such as work done by National Grid);
    e. the service is proprietary in nature (such as use of certain computer software necessary for control systems); or,
    f. the service cannot be subcontracted (such as litigation services).

    If the contract includes specialty equipment or services, and documentation is submitted demonstrating that there are no MWBE firms capable of completing this portion of the contract, the specialty amount of the contract may be deducted from the total contract amount to determine the MWBE Eligible Amount and the goals will be applied to the MWBE Eligible Amount. This determination is made at the discretion of the MBO and EFC.

    Example:
    $200,000 - $50,000 = $150,000
    (Contract) (Specialty equipment/service) (MWBE Eligible Amount)
    The MWBE goal is applied to the MWBE Eligible Amount.

    A request for this specialty equipment/service deduction can be completed by filling out a Request for Waiver form and submitting it to the MBO. The request must include a copy of the page from the contract where the equipment/ service is described and the cost of each item. Additional documentation may be requested by the MBO or EFC.

III. Subcontractor's Responsibilities

Subcontractors should:

1. Maintain their MWBE certifications, and notify the Contractor and MBO of any change in their certification status.
2. Notify the Contractor of any MWBE Subcontractors they hire so they may be included on the Contractor's Utilization Plan.
3. Respond promptly to solicitation requests by completing and submitting bid information in a timely manner.
4. Maintain business records that should include, but not be limited to, contracts/agreements, records of receipts, correspondence, purchase orders, and canceled checks.
5. Complete and submit the EPA Form 6100-3 - DBE Subcontractor Performance Form to the Contractor prior to submission of the Contractor's bid to the Recipient.

6. Complete and return EPA Form 6100-2 - DBE Subcontractor Participation Form to the Recipient prior to Contractor's execution of the contract.
7. Ensure that a required EEO Policy Statement and applicable MWBE requirements are included in each subcontract.
8. Notify the MBO and EFC when contract problems arise, such as non-payment for services or when the Subcontractor is not employed as described in the MWBE Utilization Plan.

IV. Protests/Complaints

Contractors or Subcontractors who have any concerns, issues, or complaints regarding the implementation of the SRF MWBE & EEO Program, or wish to protest should do so in writing to the MBO and EFC. The MBO, in consultation with EFC, will review the circumstances described in the submission, investigate to develop additional information, if warranted, and determine whether action is required. If the Contractor or Subcontractor believes the issue has not been resolved to their satisfaction, they may appeal in writing to EFC for consideration.

V. Waste, Fraud and Abuse

Subcontractors, Contractors, or Recipients who know of or suspect any instances of waste, fraud, or abuse within the MWBE & EEO Program should notify the project MBO and EFC immediately. Additionally, suspected fraud activity should be reported to the USEPA – Office of Inspector General Hotline at (888) 546-8740, the New York State Office of Inspector General at (800) 367-4448, or the ESD Compliance Office at (212) 803-3266.

SECTION 2 GUIDANCE FOR REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

A list of debarred and suspended contractors, pursuant to 2 CFR Parts 180 and 1532 and 29 CFR § 5.12, is available on the US Department of Labor's website at https://www.sam.gov/portal/public/SAM/.

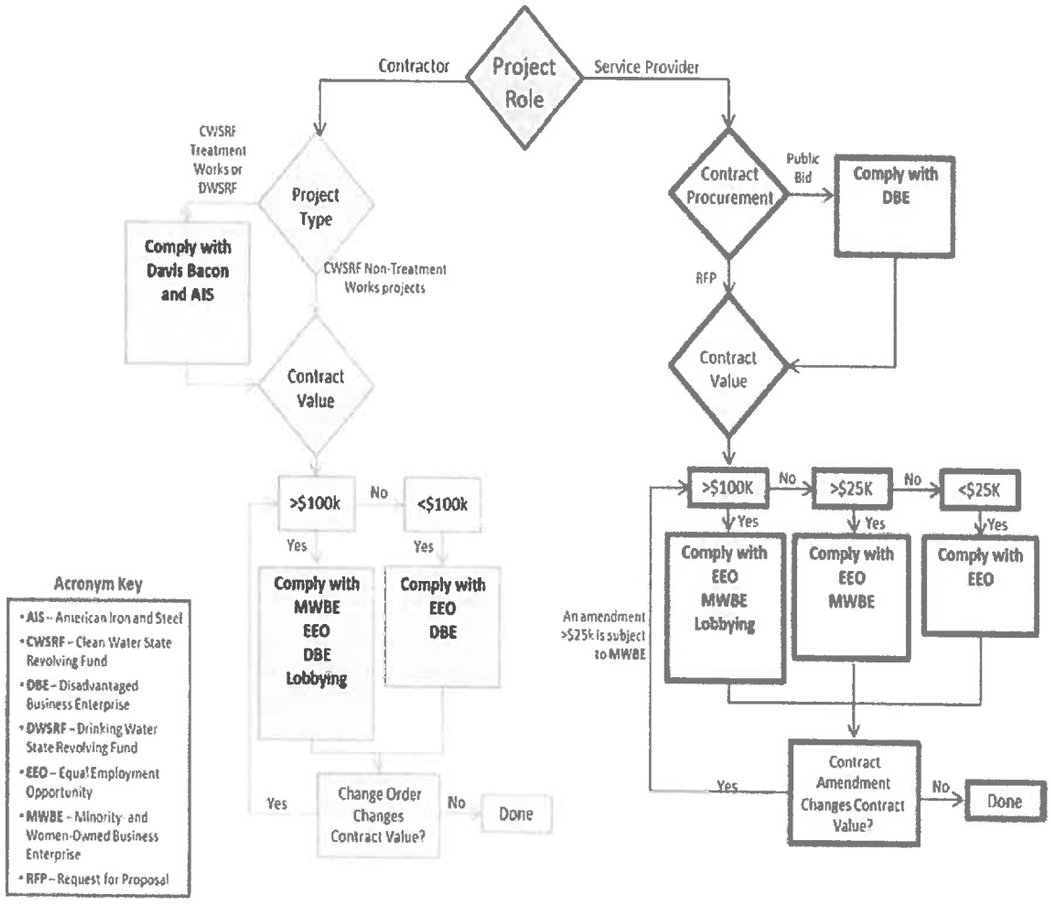
A list of contractors and subcontractors deemed ineligible to submit a bid on or be awarded a public contract or subcontract, pursuant to Article 8 of the State Labor Law, is available on the New York State Department of Labor's website at http://labor.ny.gov/workerprotection/publicwork/PDFs/debarred.pdf

A list of contractors deemed ineligible to submit a bid is maintained by Empire State Development's Division of Minority and Women's Business Development.

SECTION 3 GUIDANCE FOR RESTRICTIONS ON LOBBYING

Each Contractor and any Subcontractor that has a Contract or Subcontract exceeding $100,000 shall provide to the Recipient a completed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 10 consistent with the prescribed form provided in Appendix A to 40 CFR Part 34. The form provides a certification that the Contractor or Subcontractor will not expend appropriated federal funds to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, officer or employee of Congress or any employee of any Member of Congress in accordance with the provisions of 40 CFR Part 34, and to maintain such certification for their own records. It is noted that disbursement of funds may be withheld until the Lobbying Certification form has been received by the Recipient.

SECTION 4 PROGRAM CONTRACT REQUIREMENT DECISION TREE



SECTION 5 SUMMARY OF CONTRACTOR REQUIREMENTS FOR SRF-FUNDED PROJECTS

Forms can be found as attachments to this document or online at www.efc.ny.gov/MWBE

Forms should be submitted electronically via email or through EFC's dropbox

	Refer to Part 3 Guidance Section
To be submitted with this bid:	
☐ EEO Policy Statement	Section 1
☐ Documented Proof that EPA Form 6100-2 - DBE Subcontractor Participation Form was given to MWBE Subcontractors	Section 1
☐ EPA Form 6100-3 - DBE Subcontractor Performance Form	Section 1
☐ EPA Form 6100-4 - DBE Subcontractor Utilization Form	Section 1
☐ Lobbying Certification	Section 3
To be submitted prior to or upon Contract award:	
☐ Executed Contracts, Subcontracts, agreements, and purchase orders	
☐ MWBE Utilization Plan and/or Waiver Request	Section 1
☐ EEO Staffing Plan	Section 1
Ongoing documentation & tasks:	
☐ EEO Workforce Utilization Report	Section 1
☐ Submit Monthly MWBE Reports to MBO	Section 1
☐ Maintain proof of payments for MWBE Subcontractors	Section 1
☐ Ensure that all Subcontracts contain Part 2: Required Contract Language	

Attachment 1
New York State Environmental Facilities Corporation
EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT
NEW YORK STATE REVOLVING FUND (SRF)

I, Kevin P. Feuka, am the authorized representative of Capital Consultants Architecture and Engineering, Inc. (C2AE)
Name of Representative — Name of Contractor/Service Provider
I hereby certify that C2AE will abide by the equal employment
Name of Contractor/Service Provider
opportunity (EEO) policy statement provisions outlined below.

(i) The Contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contracts relating to SRF projects.

(ii) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this SRF project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(iii) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(iv) The Contractor shall comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory and constitutional non-discrimination provisions, including Titles VI and VII of the Civil Rights Act of 1964, 40 CFR Part 7, 41 CFR Part 60-1 Subpart A, and 41 CFR Part 60-4. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status.

(v) The Contractor will include the provisions of subdivisions (i) through (iv) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

X _____

Contractor/Service Provider Representative

Attachment 2
New York State Environmental Facilities Corporation
Equal Employment Opportunity (EEO) Staffing Plan

Municipality: Village of Tupper Lake	County: Franklin	SRF Project No.:	Contract ID:
Service Provider Name: Capital Consultants Architecture and Engineering, Inc. (C2AE)		Date: March 3, 2017	

Report Includes – Please select one from the options below:

☐ Workforce utilized on this contract

☒ Contractor/subcontractor's total workforce

Reporting Entity – Please select one from the options below:

☒ Prime Service Provider

☐ Subcontractor

Job Categories	Hispanic/ Latino		Not Hispanic or Latino											
			Male						Female					
	Male	Female	White	Black/ African American	Native Hawaiian/ Other Pacific Islander	Asian	Native American/ Alaska Native	Two or More Races	White	Black/ African American	Native Hawaiian/ Other Pacific Islander	Asian	Native American/ Alaska Native	Two or More Races
Senior Level Officials/Managers	0	0	2	0	0	0	0	0	0	0	0	0	0	0
Mid-Level Officals/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals	0	0	4	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	2	0	1	0	0	0	1	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support Workers	0	0	0	0	0	0	0	0	1	0	0	0	0	0
Skilled Craftsmen	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives Semi-Skilled	0	0	1	0	0	0	0	0	0	0	0	0	0	0
Laborers & Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	0	9	0	1	0	0	0	2	0	0	0	0	0
Journeypersons														
Apprentices														
Trainees														

Electronic Signature of Service Provider: ☒ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge.
Name (Please Type): Deborah Whitmarsh

Date: 3/3/17

Attachment 2
New York State Environmental Facilities Corporation
Equal Employment Opportunity (EEO) Staffing Plan
INSTRUCTIONS

All Service Providers (including legal, engineering, financial advisory or other professional services, and labor) and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan and submit it no later than the date of execution of the contract to the Recipient's Minority Business Officer (MBO). Where the work force to be utilized in the performance of the contract **can** be separated out from the contractor's or subcontractors' total work force, the contractor shall complete this form *only for the anticipated work force to be utilized on the contract*. Where the work force to be utilized in the performance of the contract **cannot** be separated out from the contractor's or subcontractors' total work force, the contractor shall complete this form for the contractor's or subcontractors' *total work force*.

RACE/ETHNIC IDENTIFICATION: Definitions of race and ethnicity for purposes of completion of this form are as follows:

- **Hispanic or Latino -** A person having origins in Cuba, Mexico, Puerto Rico, South or Central America.
- **White -** A person having origins of Europe, the Middle East, or North Africa.
- **Black or African-American -** A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander-** A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian -** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent
- **American Indian or Alaska Native – A person having** origins in any of the original peoples of North, Central, and South America and who maintain tribal affiliation or community attachment.
- **Two or More Races -** All persons who identify with more than one of the above (Non-Hispanic or Latino) five races.

DESCRIPTION OF JOB CATEGORIES: The major job categories used in EEO Staffing Plan are as follows:

- **Senior Level Officials and Managers -** Individuals residing in the highest levels of organizations who plan, direct and formulate policies, set strategy and provide the overall direction of enterprises/organizations for the development and delivery of products or services.
- **Mid-Level Officials and Managers -** Individuals who receive directions from the Senior Level management and serve as managers, other than those who serve as Senior Level Officials and Managers, including those who oversee and direct the delivery of products, services or functions at group, regional or divisional levels of organizations.
- **Professionals -** Most jobs in this category require bachelor and graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications.
- **Technicians -** Jobs in this category include activities that require applied scientific skills, usually obtained by post-secondary education of varying lengths, depending on the particular occupation, recognizing that in some instances additional training, certification, or comparable experience is required.
- **Sales Workers -** These jobs include non-managerial activities that wholly and primarily involve direct sales.
- **Administrative Support Workers -** These jobs involve non-managerial tasks providing administrative and support assistance, primarily in office settings.
- **Skilled Craftsmen –** Includes higher skilled occupations in construction (building trades craft workers and their formal apprentices) and natural resource extraction workers. Examples of these types of positions include: boilermakers; brick and stone masons; carpenters; electricians; painters.
- **Operatives Semi-Skilled -** Most jobs in this category include intermediate skilled occupations and include workers who operate machines or factory-related processing equipment. Most of these occupations do not usually require more than several months of training. Examples include: textile machine workers.
- **Laborers & Helpers -** Jobs in this category include workers with more limited skills who require only brief training to perform tasks that require little or no independent judgment.
- **Service Workers -** Jobs in this category include food service, cleaning service, personal service, and protective service activities.

See the bid packet at www.efc.ny.gov/mwbe or your designated MBO for further guidance.

Attachment 3
NYS Environmental Facilities Corporation
Equal Employment Opportunity (EEO) Workforce Employment Utilization Report

Municipality:	County:	SRF Project No.:	Contract ID:
Contractor/Service Provider:		Date:	

Report Includes – Please select one from the options below:

☐ Construction Contracts - Report the hours of contractor's and ALL subcontractor's employees who worked on contract activities during the month

☐ Service Provider Contracts - Report the Actual Contractor/subcontractor's workforce (# of personnel) utilized on this contract.

Job Categories	Hispanic/ Latino		Non-Hispanic / Latino											
			Male						Female					
	Male	Female	White	Black/ African American	Native Hawaiian/ Other Pacific Islander	Asian	Native American/ Alaska Native	Two or More Races	White	Black/ African American	Native Hawaiian/ Other Pacific Islander	Asian	Native American/ Alaska Native	Two or More Races
Senior Level Officials/Managers														
Mid-Level Officals/Managers														
Professionals														
Technicians														
Sales Workers														
Administrative Support Workers														
Skilled Craftsmen														
Operatives Semi-Skilled														
Laborers & Helpers														
Service Workers														
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Journeypersons														
Apprentices														
Trainees														

Service Provider Contracts Only: ☐ There are no changes to the workforce utilized on this contract since the last EEO Workforce Utilization Report

Electronic Signature of Contractor: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge.

Name (Please Type):

Date:

Attachment 3
NYS Environmental Facilities Corporation
Equal Employment Opportunity (EEO) Workforce Employment Utilization Report

INSTRUCTIONS

All Contractors and each Subcontractor identified in the approved MWBE Utilization Plan must complete an EEO Workforce Utilization Report and submit it to the MBO on a monthly basis for construction contracts and on a quarterly basis for service provider contracts. Separate forms shall be completed by the Contractor and any Subcontractor. Where the work force to be utilized in the performance of the contract can be separated out from the contractor's or subcontractors' total workforce, the contractors shall *complete this form only for the actual work force utilized on the contract*. Where the workforce utilized in the performance of the contract cannot be separated out from the contractor's or subcontractors' total workforce, the contractors shall *complete this form for the contractor's or subcontractors' total workforce*.

Construction Contracts: Report the hours of contractor's and ALL subcontractors' employees who worked on contract activities for each month.

RACE/ETHNIC IDENTIFICATION: Definitions of race and ethnicity for purposes of completion of this form are as follows:

- **Hispanic or Latino -** A person having origins in Cuba, Mexico, Puerto Rico, South or Central America.
- **White -** A person having origins of Europe, the Middle East, or North Africa.
- **Black or African-American -** A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander-** A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian -** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent
- **American Indian or Alaska Native -** Origins in any of the original peoples of North, Central, and South America and who maintain tribal affiliation or community attachment
- **Two or More Races -** All persons who identify with more than one of the above five races.

DESCRIPTION OF JOB CATEGORIES: The major job categories used in EEO Workforce Utilization Report are as follows:

- **Senior Level Officials and Managers -** Individuals residing in the highest levels of organizations who plan, direct and formulate policies, set strategy and provide the overall direction of enterprises/organizations for the development and delivery of products or services.
- **Mid-Level Officials and Managers -** Individuals who receive directions from the Senior Level management and serve as managers, other than those who serve as Senior Level Officials and Managers, including those who oversee and direct the delivery of products, services or functions at group, regional or divisional levels of organizations.
- **Professionals -** Most jobs in this category require bachelor and graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications.
- **Technicians -** Jobs in this category include activities that require applied scientific skills, usually obtained by post-secondary education of varying lengths, depending on the particular occupation, recognizing that in some instances additional training, certification, or comparable experience is required.
- **Sales Workers -** These jobs include non-managerial activities that wholly and primarily involve direct sales.
- **Administrative Support Workers -** These jobs involve non-managerial tasks providing administrative and support assistance, primarily in office settings.
- **Skilled Craftsmen –** Includes higher skilled occupations in construction (building trades craft workers and their formal apprentices) and natural resource extraction workers. Examples of these types of positions include: boilermakers; brick and stone masons; carpenters; electricians; painters.
- **Operatives Semi-Skilled -** Most jobs in this category include intermediate skilled occupations and include workers who operate machines or factory-related processing equipment. Most of these occupations do not usually require more than several months of training. Examples include: textile machine workers.
- **Laborers & Helpers -** Jobs in this category include workers with more limited skills who require only brief training to perform tasks that require little or no independent judgment.
- **Service Workers -** Jobs in this category include food service, cleaning service, personal service, and protective service activities.

Attachment 4

New York State Environmental Facilities Corporation

Monthly Minority- & Women- Owned Business Enterprise (MWBE) Contractor Compliance Report

("Monthly MWBE Report")

Instructions:

- Contractors are to complete the report in Word version and email to the SRF Recipient's Minority Business Officer ("MBO") on a monthly basis.
- If you require additional pages, you may find them on EFC's MWBE web page at www.efc.ny.gov/mwbe.
- **All** MWBE Subcontractors for this contract **MUST** be listed on the form regardless of whether they were paid this month.
- Please save Report as "*MReport – (Project No). – (Municipality) – (Firm Name) – (Date)*" and send the Word version of this document.
- Proofs of payment in the amounts shown below must be transmitted to the MBO with the report.

Municipality:	County:	Contract ID:	Month:	Year:
SRF Project No.:	GIGP/EPG No:	Registration No. (NYC only):		
Prime Contractor/Service Provider:	Award Date:	Start Date:	**Date all MWBE subs paid in full:**	

Signature of Contractor: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief. Date:

Last Month's Contract **Amt:** $ Revised Contract Amt: $	**MWBE Eligible Amt**: $ (Goals are applied to this amount and includes eligible change orders, amendments & waivers)	**EFC MWBE Goals** MBE: % WBE: % Total: %	MBE Amt: $ WBE Amt: $ Total Amt: $	**Total Paid to Prime** Total Paid this Month: $ Total Paid to Date: $

NYS Certified M/WBE Contractor & Subcontractor	Please Specify Any Revisions this Month.	Subcontractor Total Amount		Payments this Month	Previous Payments	Total Payments Made to Date
		Original	Revised			
Name: Fed. Employer ID#: Select Only One: ☐ MBE ☐ WBE ☐ Other:	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: ☐ MBE ☐ WBE Supplier ☐ Other:	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: ☐ MBE ☐ WBE ☐ Other:	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: ☐ MBE ☐ WBE ☐ Other:	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					

Attachment 4
New York State Environmental Facilities Corporation
Monthly Minority- & Women- Owned Business Enterprise (MWBE) Contractor Compliance Report
("Monthly MWBE Report")

NYS Certified M/WBE Contractor & Subcontractor	Please Specify Any Revisions this Month.	Subcontractor Contract Amount		Payments this Month	Previous Payments	Total Payments Made to Date
		Original	Revised			
Name: Fed. Employer ID#: Select Only One: ☐ MBE ☐ WBE ☐ Other:	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: ☐ MBE ☐ WBE ☐ Other:	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: ☐ MBE ☐ WBE ☐ Other:	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: ☐ MBE ☐ WBE ☐ Other:	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: ☐ MBE ☐ WBE ☐ Other:	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: ☐ MBE ☐ WBE ☐ Other:	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: ☐ MBE ☐ WBE ☐ Other:	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: ☐ MBE ☐ WBE ☐ Other:	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					

Attachment 4
New York State Environmental Facilities Corporation
Monthly Minority- & Women- Owned Business Enterprise (MWBE) Contractor Compliance Report
("Monthly MWBE Report")

NYS Certified M/WBE Contractor & Subcontractor	Please Specify Any Revisions this Month.	Subcontractor Total Amount		Payments this Month	Previous Payments	Total Payments Made to Date
		Original	Revised			
Name: Fed. Employer ID#: Select Only One: ☐ MBE ☐ WBE ☐ Other:	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: ☐ MBE ☐ WBE ☐ Other:	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: ☐ MBE ☐ WBE ☐ Other:	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: ☐ MBE ☐ WBE ☐ Other:	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: ☐ MBE ☐ WBE ☐ Other:	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: ☐ MBE ☐ WBE ☐ Other:	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: ☐ MBE ☐ WBE ☐ Other:	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Additional Pages can be found at www.efc.ny.gov TOTAL						

PLEASE EXPLAIN ANY REVISIONS (Change orders over $25K may require that good faith efforts be made to obtain additional MWBE participation) :

Attachment 5
New York State Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2 and 3. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format to the SRF Recipient's designated Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be found in the form Additional Utilization Plan Section 3.

If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified MWBE, please contact EFC for assistance.

MWBE firms must be certified by the NYS Empire State Development Corporation (ESD) in order to be counted towards satisfaction of MWBE participation goals. The utilization of certified MWBEs for non-commercially useful functions may not be counted towards utilization of certified MWBEs in the Utilization Plan.

See the Bid Packet at www.efc.ny.gov/mwbe or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. The MBO may designate an Authorized Representative to complete and submit quarterly payment reports on its behalf, and, if so designated, the MBO's Authorized Representative must also complete Section 1. The Authorized Representative may only submit quarterly payment reports on behalf of the MBO and may not submit any other required forms or reports for the MBO. The MBO must complete Section 1 even if designating an Authorized Representative. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format via e-mail to your EFC MWBE Representative.**

The subject heading of the e-mail to the EFC MWBE Representative should follow the format "UP, SRF Number, Contractor." EFC will review the Utilization Plan and notify the MBO via e-mail of its acceptance or denial.

Within 10 days of EFC's acceptance of a Utilization Plan, EFC will post the approved Utilization Plan on the EFC website.

Attachment 5
New York State Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

SECTION 1: MUNICIPAL INFORMATION			
Recipient/Municipality: Village of Tupper Lake		**County:** Franklin	
SRF Project No.:	**GIGP/EPG No.:**	**Contract ID:**	**Registration No. (NYC only):**
Minority Business Officer: Mary Casagrain		**Email:** villtupplake@centralny.twcbc.com	**Phone #:** 518-359-3341
Address of MBO: PO Box 1290, 53 Park Street, Tupper Lake NY 12986			
Electronic Signature of MBO: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			**Date:**
Complete if applicable:			
Authorized Representative:		**Title:**	
Authorized Rep. Company:		**Email:**	**Phone #:**
Electronic Signature of Authorized Rep.: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			**Date:**

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION				
Firm Name: Capital Consultants Architecture and Engineering, Inc. (C2AE)			**Contract Type:** ☐ Construction ☒ Other Services	
Prime Firm is Certified as: ☐ MBE ☐ WBE ☒ N/A ☐ Other: Please repeat information in the Utilization Plan below (Section 3). If dual certified, you must select either MBE or WBE.				
Address: Capital Consultants Architecture and Engineering, Inc. (C2AE)		**Phone #:** 38-1811650	**Fed. Employer ID #:** 38-1811650	
Description of Work: Capital Consultants Architecture and Engineering, Inc. (C2AE)				
Award Date: 3/15/17	**Start Date:** 3/15/17	**Completion Date:** 5/31/18	**MWBE GOAL Total**	**PROPOSED MWBE Participation**
Total Contract Amount: $ 250,000 **MWBE Eligible Contract Amount:** $ 250,000 (MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers)			**MBE:** 15 % $ 37,500 **WBE:** 15 % $ 37,500 **Total:** 30 % $ 75,000	**MBE:** % $ **WBE:** 30 % $ 75,000 **Total:** 30 % $ 75,000

Attachment 5
New York State Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

SECTION 3: M/WBE SUBCONTRACTOR INFORMATION				
This Submittal is:	☒ The First/Original Utilization Plan ☐ Revised Utilization Plan #:			
NYS Certified M/WBE Subcontractor Info		**Contract Amount:**		**For EFC Use:**
		MBE ($)	**WBE ($)**	
Name: Aubertine and Currier	**Fed. Employer ID#:** 16-1596177		$20,395.00	
Address: 522 Bradley Street, Watertown, NY 13601	**Phone #:** 315-782-2005			
Scope of Work: Survey	**Email:**			
Select Only One: ☐ **MBE** ☒ **WBE** ☐ Other:	**Start Date:** 3/16/17			
Full Contract Amount: $ 20,395.00	**Completion Date:** 9/2/17			
Name: Atlantic Testing Laboratories, Limited	**Fed. Employer ID#:**		$13,367.50	
Address: 6431 US Highway 11, Canton, NY 13617	**Phone #:** 315-386-4578			
Scope of Work: Subsurface Investigations, Foundation Recommendations	**Email:**			
Select Only One: ☐ **MBE** ☒ **WBE** ☐ Other:	**Start Date:** 3/16/17			
Full Contract Amount: $ 13,367.50	**Completion Date:** 9/2/17			
Name: Alliance Archaeological Services	**Fed. Employer ID#:**		$ 2,350.00	
Address: 371 East Main Street, Middletown, NY 10940	**Phone #:** 315-692-2232			
Scope of Work: Archaeological Services	**Email:**			
Select Only One: ☐ **MBE** ☒ **WBE** ☐ Other:	**Start Date:** 3/16/17			
Full Contract Amount: $ 2,350.00	**Completion Date:** 9/2/17			
Name: Business Staffing Solutions, Inc. (dba Here's Help)	**Fed. Employer ID#:** 26-2826836		$39,000.00	
Address: 371 East Main Street, Middletown, NY 10940	**Phone #:** 845-344-3434			
Scope of Work: Construction Observation	**Email:** kcarroll@hereshelp.com			
Select Only One: ☐ **MBE** ☒ **WBE** ☐ Other:	**Start Date:** May 2017			
Full Contract Amount: $ 39,000.00	**Completion Date:** May 2018			

Attachment 5
New York State Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

SECTION 3: M/WBE SUBCONTRACTOR INFORMATION continued				
Name:	**Fed. Employer ID#:**			
Address:	**Phone #:**			
Scope of Work:	**Email:**			
Select Only One: ☐ **MBE** ☐ **WBE** ☐ Other:	**Start Date:**			
Full Contract Amount: $	**Completion Date:**			
Name:	**Fed. Employer ID#:**			
Address:	**Phone #:**			
Scope of Work:	**Email:**			
Select Only One: ☐ **MBE** ☐ **WBE** ☐ Other:	**Start Date:**			
Full Contract Amount: $	**Completion Date:**			
Name:	**Fed. Employer ID#:**			
Address:	**Phone #:**			
Scope of Work:	**Email:**			
Select Only One: ☐ **MBE** ☐ **WBE** ☐ Other:	**Start Date:**			
Full Contract Amount: $	**Completion Date:**			
Name:	**Fed. Employer ID#:**			
Address:	**Phone #:**			
Scope of Work:	**Email:**			
Select Only One: ☐ **MBE** ☐ **WBE** ☐ Other:	**Start Date:**			
Full Contract Amount: $	**Completion Date:**			

SIGNATURE	
Electronic Signature of Contractor: ☒ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function. **Name** (Please Type): Deborah Whitmarsh	**Date:** 3/3/17

Attachment 6
New York State Environmental Facilities Corporation
Minority & Women Owned Business Enterprise (MWBE) Waiver Request Form

Instructions for Contractors & Service Providers:
Contractors and Service Providers must complete Sections 2, 3, and 4. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format to the SRF Recipient's designated Minority Business Officer (MBO).** Incomplete forms will be found deficient.

See the Bid Packet at www.efc.ny.gov/mwbe or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):
The MBO must complete Section 1. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format via e-mail to your EFC MWBE Representative.** The subject heading of the e-mail to the EFC MWBE Representative should follow the format "Waiver Request, SRF Number, Contractor." EFC will review and notify the MBO via e-mail of its acceptance or denial.

If a partial MWBE waiver is requested, an MWBE Utilization Plan must also be submitted for the amount of proposed MWBE participation.

SECTION 1: MUNICIPAL INFORMATION			
Recipient/Municipality:		**County:**	
SRF Project No.:	**GIGP/EPG No.:**	**Contract ID:**	**Registration No. (NYC only):**
Minority Business Officer (MBO):		**Email:**	**Phone #:**
Address of MBO:			
Signature of MBO: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			**Date:**

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION			
Firm Name:		**Contract Type:** ☐ Construction ☐ Other Services	
Prime Firm is Certified as: ☐ MBE ☐ WBE ☐ N/A ☐ Other:			
Address:	**Phone #:**	**Fed. Employer ID #:**	
Contact Information of Firm Representative Authorized to Discuss Waiver Request: **Name:** **Title:** **Phone #:** **E-mail:**			
Description of Work:		**EFC MWBE GOAL Total**	
Award Date:	**Start Date:**	**Completion Date:**	**MBE:** % $
Total Contract Amount: $ **MWBE Eligible Contract Amount:** $ (MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers)			**WBE:** % $ **Total:** % $

Attachment 6
New York State Environmental Facilities Corporation
Minority & Women Owned Business Enterprise (MWBE) Waiver Request Form

SECTION 3: TYPE OF MWBE WAIVER REQUESTED

1. ☐ **Full Waiver** (No MWBE participation)

2. ☐ **Partial Waiver** (Less than the MWBE goals; indicate below the proposed MWBE participation)

   PROPOSED MWBE Participation

   MBE: % $

   WBE: % $

   Total: % $

3. ☐ **Specialty Equipment/Services Waiver** (Must be of SIGNIFICANT cost - list of equipment and cost must be attached in addition to the supporting documentation outlined below)

SECTION 4: SUPPORTING DOCUMENTATION

To be considered, the Request for Waiver Form must be accompanied by the documentation requested in items 1 – 9, as listed below. If a Specialty Equipment Waiver is requested, it must be accompanied by the documentation requested in items 1 - 13. If a Specialty Services Waiver is requested, it must be accompanied by the items requested in items 1 – 9 and item 14. Copies of the following information and all relevant supporting documentation must be submitted along with the request. Please contact EFC for assistance, including sample documentation.

1. A letter of explanation setting forth your basis for requesting a partial or total waiver and detailing the good faith efforts that were made.

2. Copies of advertisements in any general circulation, trade association, and minority- and women-oriented publications in which you solicited MWBEs for the purposes of complying with your participation goals, with the dates of publication.

3. Screenshots of search results (by business description or commodity code) from Empire State Development Corporation's (ESD) MWBE Directory of all certified MWBEs that were solicited for purposes of complying with your MWBE participation goals.

4. Copies of faxes, letters, or e-mails sent to MWBE firms to solicit participation and their responses.

5. A log of solicitation results, consisting of the list of MWBE firms solicited for the contract and the outcome of the solicitations. The log should be broken out into separate areas for each task that is solicited (e.g., trucking, materials, electricians) and clearly provide a rationale for firms included on the completed Utilization Plan as well as for those not chosen. The log should show: that each MWBE firm was contacted twice by two different methods (e.g., fax and phone); who was spoken to; what was said; and the final outcome of the solicitation.

6. A description of any contract documents, plans, or specifications made available to MWBEs for purposes of soliciting their bids and the date and manner in which these documents were made available. Specifically, include information on the scope of work in the contract and a breakout of tasks or equipment, such as

a schedule of values for a construction contract or a proposal or excerpt from a professional services agreement.

7. Documentation of any negotiations between you, the Contractor, and the MWBEs undertaken for purposes of complying with your MWBE participation goals.

8. Any other information you deem relevant which may help us in evaluating your request for a waiver. Examples may include sign-in sheets from any pre-bid meetings where MWBE firms were invited, attendance at MWBE forums, etc.

9. EFC and the MBO reserve the right to request additional information and/or documentation.

Additional Documentation for Requests for Specialty Equipment Waivers:

10. Copies of the appropriate pages of the technical specification related to the equipment showing the choices for manufacturers or other information that limits the choice of vendor.

11. Letter, e-mail or screenshot of website from the manufacturer listing their distributors in NYS and the locations.

12. Screenshots of ESD's MWBE Directory searches for the manufacturer and distributor showing that they are not found in the Directory.

13. An invoice or purchase order showing the value of the equipment.

Additional Documentation for Requests for Specialty Service Waivers:

14. A letter of explanation containing information about the scope of work and why no MWBE firms could be subcontracted to provide that service.

Note: Unless a Total Waiver has been granted, Firms will be required to submit all reports and documents pursuant to the provisions set forth in the procurement and/or contract, as deemed appropriate by EFC, to determine MWBE compliance. In cases where EFC accepts a full or partial waiver of MWBE participation goals, the waiver request will be posted to EFC's website.

SIGNATURE	
Electronic Signature of Contractor: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge. **Name:** (Please Type):	**Date:**

Attachment 7
United States Environmental Protection Agency
Form 6100-2
DBE Subcontractor Participation Form

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/ 13/ 2013
Approval Expires: 8/ 31/ 2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE[1] subcontractor[2] the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name 2017 Water Distribution System Improvements
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact Kevin P. Feuka
Address 70 Main Street, Canton, NY 13617		
Telephone No. 315-386-2623		Email Address kevin.feuka@c2ae.com
Prime Contractor Name Capital Consultants Architecture and Engineering		Issuing/Funding Entity: Empire State Development

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/ 13/ 2013
Approval Expires: 8/ 31/ 2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature	Print Name
Title	**Date**

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Attachment 8
United States Environmental Protection Agency
Form 6100-3
DBE Subcontractor Performance Form

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/ 13/ 2013
Approval Expires: 8/ 31/ 2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE[1] subcontractor's[2] description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name 2017 Water Distribution System Improvements
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.		Email Address
Prime Contractor Name Capital Consultants Architecture and Engineering		Issuing/Funding Entity: Empire State Development

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: O DOT O SBA O Other: _____	Meets/ exceeds EPA certification standards? O YES O NO O Unknown	

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Kevin Feuka	Kevin P. Feuka, P.E.
Title	**Date**
Project Manager	3/3/17

Subcontractor Signature	Print Name
Title	**Date**

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Attachment 9
United States Environmental Protection Agency
Form 6100-4
DBE Subcontractor Utilization Form

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/ 13/ 2013
Approval Expires: 8/ 31/ 2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE[1] subcontractors[2] and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name Capital Consultants Architecture and Engineering		Project Name 2017 Water Distribution System Improvements
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact Kevin P. Feuka
Address 70 Main Street, Canton, NY 13617		
Telephone No. 315-386-2623		Email Address kevin.feuka@c2ae.com
Issuing/Funding Entity: Empire State Development		

I have identified potential DBE certified subcontractors	◉ YES	○ NO
If yes, please complete the table below. If no, please explain:		

Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
Aubertine and Currier	522 Bradley Street, Watertown, NY 13601 315-782-2005	$ 20,395.00	yes- WBE
Atlantic Testing Laboratories	6431 US Highway 11, PO Box 29 Canton, NY 13617 315-386-4578	$ 13,367.50	yes - WBE
Alliance Archaeological Services	4160 Watervale Road, Manlius, NY 13104 315-692-2232	$ 2,350.00	yes - WBE

Continue on back if needed

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

United States Environmental Protection Agency

Continuation Page 2

OMB Control No: 2090-0030
Approved: 8/ 13/ 2013
Approval Expires: 8/ 31/ 2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE[1] subcontractors[2] and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name Capital Consultants Architecture and Engineering		Project Name 2017 Water Distribution System Improvements
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact Kevin P. Feuka
Address 70 Main Street, Canton, NY 13617		
Telephone No. 315-386-2623		Email Address kevin.feuka@c2ae.com
Issuing/Funding Entity: Empire State Development		

I have identified potential DBE certified subcontractors	O YES	O NO
If yes, please complete the table below. If no, please explain:		

Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
Business Staffing Solutions, Inc. (dba Here's Help)	371 East Main Street, Middletown, NY 10940 845-344-3434	$ 39,000.00	yes- WBE

Continue on back if needed

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/ 13/ 2013
Approval Expires: 8/ 31/ 2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Kevin P. Feuka	Kevin P. Feuka, P.E.
Title	**Date**
Project Manager	3/3/17

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Attachment 10
New York State Environmental Facilities Corporation
CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR Part 34

SRF Project No.: _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By: Kevin P. Feuka
Name: Kevin P. Feuka, P.E.
Title: Project Manager
Date: 3/3/17
Contract ID: _____

Municipal Electric Utilities Association of New York State

6652 Hammersmith Drive, East Syracuse, New York, 13057
Phone: 315/453-7851 Fax: 315/453-7849
Email: info@meua.org web site: www.meua.org

February 1, 2017

Marc Staves
Tupper Lake

Dear Marc,

Thank you for joining the Engineering committee. I appreciate your willingness to step forward and participate. You will be a valuable addition to this committee. You will be contacted by Matt Hegarty from Fairport of any upcoming meetings or issues. If you have any questions, please feel free to contact me.

Thank you again,

Mayor Nancy Steedman, President MEUA
MayorNancy@Churchville.net
585-293-3720

Municipal Electric Utilities Association of New York State

6652 Hammersmith Drive, East Syracuse, New York, 13057
Phone: 315/453-7851 Fax: 315/453-7849
Email: info@meua.org web site: www.meua.org

MEMO

TO: Municipal Members

FROM: Lorie Campbell

DATE: February 21, 2017

RE: ***Semi-Annual Meeting, Wednesday April 12 and, Thursday April 13, 2017***
Embassy Suites 6646 Old Collamer Rd., East Syracuse, New York, 13057

Attached you will find:

1. Official Notice of the Semi-Annual Meeting
2. Two Sample resolutions: One designating your delegate & one designating a proxy vote
3. Registration information and bottom form to return to MEUA

In accordance with the Constitution and Bylaws of the MEUA of NYS, the enclosed notice of the semi-annual meeting is being sent to each member at least thirty days before the time appointed for the meeting.

Every municipal member of the Association shall be entitled to vote at any regular or special meeting. Each member may send as many representatives as it desires, but only one accredited delegate shall have the right to cast the vote for the member. An accredited delegate is defined as a person authorized by a municipal member to represent, and vote for said municipality. Such authorization shall be in writing, properly executed, and filed with the Executive Secretary, prior to the meeting.

It is, therefore, requested that the governing board *execute the appropriate voting resolution and file a copy with MEUA of NYS* **no later than April 3, 2017**. Please fax the resolution, 315/453-7849 or scan and email info@meua.org

Please also return the registration form by April 6, 2017.

The Semi-Annual Meeting agenda is being finalized and will be sent out in about a week. The format for the meeting will be essentially the same as in the past. Wednesday Business meeting and relevant presentations, followed by lunch corporate exposition. A reception and dinner with speaker is pla morning will feature a report of the various MEUA committees alo A noon adjournment is planned.

For MARCH
Board Meeting

Municipal Electric Utilities Association of New York State
6652 Hammersmith Drive, East Syracuse, New York, 13057
Phone: 315/453-7851 Fax: 315/453-7849
Email: info@meua.org web site: www.meua.org

OFFICIAL NOTICE OF THE SEMI-ANNUAL MEETING

Notice is hereby given that the Semi-Annual Meeting of the Municipal Electric Utilities Association of New York State will be held at the Embassy Suites Hotel, 6646 Old Collamer Rd., East Syracuse, NY, 13057 on April 12 and April 13, 2017 for the transaction of such business as may be properly brought before the meeting.

RESOLUTION

Use this form to designate a delegate from within your municipal to represent your municipal.

At a regular meeting of the _____ of the city/Town/Village of _____, New York, held on _____, 2017, the following resolution was adopted:

Moved by _____, seconded by _____.

WHEREAS, the _____ of the City/Town/Village of _____, New York, is a municipal member of the Municipal Electric Utilities Association of New York State, and

WHEREAS, the Semi-Annual Meeting of the Municipal Electric Utilities Association of New York State has been called on April 12 and April 13, 2017 to be held at the Embassy Suites Hotel, 6646 Old Collamer Rd., East Syracuse, New York, 13057 and,

WHEREAS, in accordance with the bylaws of the Municipal Electric Utilities Association of New York State, each municipal member may cast one vote on each transaction properly brought before this meeting,

NOW THEREFORE BE IT RESOLVED, that _____ be and is hereby designated as the accredited delegate of the City/Town/Village of _____, New York.

On roll call: Affirmative: _____ Negative: _____

I certify that this resolution was adopted by the _____ of the City/Town/Village of _____, New York on the _____ day of _____, 2017.

_____
Signature

_____
Title

RESOLUTION (with proxy)

Use this form if you cannot attend and wish to designate the Exec. Com. or another delegate to represent your municipal.

At a regular meeting of the _____ of the City/Town/Village of _____, New York, held on _____, 2017, the following resolution was adopted:

Moved by _____, seconded by _____.

WHEREAS, the _____ of the City/Town/Village of _____, New York, is a municipal member of the Municipal Electric Utilities Association of New York State, and

WHEREAS, the Semi-Annual Conference of the Municipal Electric Utilities Association of New York State has been called on April 12, and April 13, 2017 to be held at the Embassy Suites Hotel, 6646 Old Collamer Rd., East Syracuse, New York, 13057 and

WHEREAS, in accordance with the bylaws of the Municipal Electric Utilities Association of New York State, each municipal member may cast one vote on each transaction properly brought before this meeting,

NOW THEREFORE BE IT RESOLVED, that (the MEUA Executive Committee or another delegate as the municipal may desire) _____ be and is hereby designated as the accredited delegate of the City/Town/Village of _____, New York.

On roll call: Affirmative: _____ Negative: _____

I certify that this resolution was adopted by the _____ of the City/Town/Village of _____, New York on the _____ day of _____, 2017

_____
Signature

_____
Title

Municipal Electric Utilities Association of New York State

6652 Hammersmith Drive, East Syracuse, New York, 13057
Phone: 315/453-7851 Fax: 315/453-7849
Email: info@meua.org web site: www.meua.org

Email orFax Registration ASAP
To MEUA
fax 315/453-7849
email info@meua.org

Remit payment to:
PO Box 387, Solvay, NY, 13209
by 4/6/17 along with reg. copy

WHAT: MEUA SemiAnnual Meeting

WHEN: April 12 and April 13, 2017

WHERE: Embassy Suites Hotel
6646 Old Collamer Rd.
East Syracuse, NY 13057
315/446-3200

RATES: $123.00 Single or Double Occupancy

PLEASE MAKE YOUR RESERVATIONS AT THE EMBASSY SUITES HOTEL IN EAST SYRACUSE ***IMMEDIATELY*** *AND MENTION THAT YOU ARE ATTENDING THE MEUA MEETING FOR THE SPECIAL RATE.*

FEES: $110.00 Member
$160.00 Non-Member

REGISTRATION: 8:00-9:00am

NOTE: ***Lunch, Reception, and Dinner on April 12 are Included***
Your MEUA registration name tag is your admittance for meals.

==========

REGISTRATION FORM

MEUA SEMI-ANNUAL MEETING
Embassy Suites Hotel, E. Syracuse, NY

RETURN REGISTRATION FORM BEFORE APRIL 6, 2017

TO: MEUA
fax: 315/453-7849
email: info@meua.org

Remit payment to:
MEUA,
PO Box 387
Solvay, NY 13209
along with reg. copy
by 4/6/17
Fax/email Registration

Municipal/ Corp. Name_____

Attending: _____ _____

_____ _____

_____ _____

Indicate entrée choice for each attendee next to their name

Dinner entrée choice: 1) Flat Iron Steak 2) Bacon & Blue Chicken w/Buffalo sauce 3) Seared Crab Cakes

(4/12/17) (*Please indicate each persons entrée choice next to their name*)

Authorized Signature_____

VILLAGE OF TUPPER LAKE
ABSTRACT/WARRANT JOURNAL
03/15/2017

VENDOR NO	CLAIMANT NAME	VOUCHER CLAIM #	INVOICE DATE	INVOICE NO	DESCRIPTION	DISTRIBUTION CODE		NET CHECK AMOUNT	CHECK NO
484	ADIRONDACK ENERGY PRODU	7526	02/28/2017	836571	STATE BID FUEL OIL	G	8120.410	358.26	
		7687	03/14/2017	2/14-3/13		A	3410.410	103.79	
						A	5110.410	81.33	
						A	5110.410	1,754.94	
						F	8340.410	277.69	
						F	8340.410	.01-	
						G	8120.410	277.69	
						EE	804.000	840.68	
						TOTAL CHECK		3,694.37 *	
2041	ADIRONDACK ENERGY PRODU	7684	02/14/2017	12518	PROPANE	A	3120.455	331.21	
						A	3410.430	331.22	
		7685	02/28/2017	12702	PROPANE	A	3120.455	233.94	
						A	3410.430	233.93	
						TOTAL CHECK		1,130.30 *	
1632	AIRGAS USA, LLC	7653	02/28/2017	9060780627		A	1640.400	169.46	
						F	8340.400	84.74	
						G	8110.400	84.74	
						EE	804.000	169.46	
						TOTAL CHECK		508.40 *	
338	AMERICAN PUBLIC POWER A	7574	02/24/2017	292611	DEED PROGRAM ANN DUES	EE	782.000	574.87	
		7613	02/24/2017	292472	MEMBER # 4868 MU	EE	782.000	2,874.34	
						TOTAL CHECK		3,449.21 *	
1921	ARCHITECTURAL & ENG DES	7631	03/01/2017	11293		H	1440.409	748.28 *	
2099	ARTECHE SMART GRID USA	7596	02/14/2017	2017021301	ARC FLASH ASSESSMENT	EE	742.130	15,830.00 *	
1377	AUBUCHON HARDWARE INC	7598	02/24/2017	22417		A	1620.400	181.50	
						A	3120.451	79.15	
						A	3120.455	57.95	
						A	3410.450	286.44	
						F	8340.400	29.07	
						F	8340.430	344.53	
						F	8340.480	102.49	
						G	8120.400	12.79	
						G	8120.430	98.31	
						G	8130.400	156.87	
						G	8130.430	157.82	
						EE	787.000	82.77	
						TOTAL CHECK		1,589.69 *	
1967	BANK OF AMERICA, N.A.	7690	03/14/2017	030717		A	1620.400	128.33	
						A	1640.200	827.05	
						A	3620.400	50.00	
						A	5110.460	460.00	
						F	8310.450	64.17	
						F	8340.400	413.54	
						F	8340.400	353.92	
						G	8110.400	413.54	
						G	8110.450	64.17	

VENDOR NO	CLAIMANT NAME	VOUCHER CLAIM #	INVOICE DATE	INVOICE NO	DESCRIPTION	DISTRIBUTION CODE		NET CHECK AMOUNT	CHECK NO
						EE	781.500	351.18	
						EE	804.000	827.06	
						TOTAL CHECK		3,952.96 *	
1474	BARSTOW MOTORS INC	7576	03/06/2017	55888	HANGER KIT & PARTS U 21	EE	804.000	460.24	
		7577	03/06/2017	55913	5W-30 DEXOS1 NAY1	EE	804.000	90.00	
		7608	03/06/2017	55911	CUST.# 9734 WATER	F	8310.200	45.00	
		7609	06/06/2017	55912	CUST.# 9734 DPW	A	5110.470	45.00	
						TOTAL CHECK		640.24 *	
1146	BENEFACTOR FUNDING CORP	7527	01/09/2017	1619430		G	8130.420	120.00	
		7528	01/09/2017	1619587		G	8130.420	120.00	
		7537	01/10/2017	1621183	COLIFORM	F	8330.420	20.00	
		7529	01/11/2017	1619958		G	8130.420	120.00	
		7530	01/11/2017	1620468		G	8130.420	145.00	
		7538	01/11/2017	1700054	COLIFORM	F	8330.420	20.00	
		7531	01/16/2017	1617366	SPDES FORM NY-2A	G	8130.420	2,700.00	
		7539	01/16/2017	1700416	COLIFORM	F	8330.420	20.00	
		7532	01/18/2017	1620850		G	8130.420	145.00	
		7533	01/18/2017	1621170		G	8130.420	120.00	
		7534	01/18/2017	1700038		G	8130.420	145.00	
		7540	01/18/2017	1700471	COLIFORM	F	8330.420	20.00	
		7535	01/19/2017	1700485		G	8130.420	120.00	
		7541	01/24/2017	1700827	COLIFORM	F	8330.420	20.00	
		7536	01/27/2017	1700842		G	8130.420	145.00	
		7542	01/30/2017	1701113	COLIFORM	F	8330.420	20.00	
		7543	01/31/2017	1700834	SOLIDS	G	8130.420	20.00	
		7544	01/31/2017	1701156	COLIFORM	F	8330.420	20.00	
						TOTAL CHECK		4,040.00 *	
1841	BLAIR SUPPLY CORPORATIO	7545	03/03/2017	3218503	COLLISION REPAIR KIT	G	8130.400	145.00	
		7573	03/08/2017	3218566	COLLISION REPAIR KIT	F	8340.430	145.00	
						TOTAL CHECK		290.00 *	
14	BOPAT INC	7599	02/27/2017	22717		A	1640.400	151.51	
						A	3120.451	581.45	
						A	5110.470	77.76	
						A	8160.400	112.69	
						F	8340.400	40.00	
						G	8110.400	40.00	
						G	8120.430	215.37	
						G	8130.200	117.31	
						G	8130.400	73.41	
						G	8130.430	70.92	
						EE	804.000	361.78	
						TOTAL CHECK		1,842.20 *	
1723	BTM FLOORING	7578	03/01/2017	1677	CARPET FOR 3RD FLOOR	EE	787.000	4,862.25 *	
1937	CAPITAL CONSULTANTS, IN	7580	01/31/2017	63824	CONSTRUCTION ADMINISTRA	H	1440.420	5,280.00 *	
1	CED-CREDIT OFFICE	7582	02/17/2017	8015635513	3 POLE 30A-24V COIL CON	EE	787.000	62.23	
		7581	03/02/2017	8015636094	PHOTO CELL	EE	752.100	10.80	

VENDOR NO	CLAIMANT NAME	VOUCHER CLAIM #	INVOICE DATE	INVOICE NO	DESCRIPTION	DISTRIBUTION CODE	NET CHECK AMOUNT	CHECK NO
		7546	03/07/2017	8015636320	2-POLE COIL CONTRACTOR	G 8130.400	31.64	
		7579	03/07/2017	8015636324	4 LAMP ELECTRONIC BALLA	EE 123.000	613.00	
		7614	03/07/2017	0217-0673-	CLOTHING W.BENCZE	EE 785.200	268.70	
						TOTAL CHECK	986.37 *	
1975	CENTRAL GARAGE	7617	02/14/2017	391542	UNIT 23 DPW	A 5142.400	172.00 *	
1981	CENTURY LINEN SERVICE,	7547	02/28/2017	22817	LAUNDRY & CLOTHING SVC	F 8340.460	433.12	
						G 8130.460	433.12	
						TOTAL CHECK	866.24 *	
430	CHAMPLAIN TRUCK CENTER	7670	02/22/2017	P238749		A 5110.470	76.96	
		7671	03/02/2017	P238934		A 5110.470	62.62	
		7673	03/08/2017	P239061		A 5110.470	72.62	
		7672	03/08/2017	P239060		A 5110.470	62.62-	
						TOTAL CHECK	149.58 *	
38	CHENEY TIRE INC	7584	01/10/2017	1565005	TIRES FOR UNIT 20	EE 804.000	124.00	
		7645	02/15/2017	1567096		A 3120.451	454.88	
						TOTAL CHECK	578.88 *	
2055	CINTAS CORPORATION NO.	7548	02/22/2017	5007234189	SUPPLIES FOR MED CABINE	F 8340.460	31.28	
						G 8130.460	31.27	
		7583	02/22/2017	5007234191	SUPPLIES FOR CABINET	EE 787.000	78.96	
						TOTAL CHECK	141.51 *	
1829	COMPASS PRINTING PLUS	7585	02/24/2017	47983	METER READ TAGS	EE 761.220	159.00 *	
1297	CONTACT COMMUNICATIONS,	7549	02/21/2017	10641991	ANSWERING SERVICE	F 8310.400	40.16	
						G 8110.400	40.16	
						TOTAL CHECK	80.32 *	
1468	CORNER STONE TELEPHONE	7629	03/14/2017	022517		A 1110.400	64.37	
						A 1620.400	114.46	
						A 1640.400	19.70	
						A 3120.470	304.80	
						A 3410.420	63.47	
						A 3410.420	31.28	
						F 8310.400	57.23	
						F 8330.400	34.81	
						F 8330.400	30.69	
						F 8330.400	37.81	
						G 8110.400	57.23	
						G 8130.400	62.09	
						EE 741.220	30.67	
						EE 781.500	114.46	
						EE 781.500	19.71	
						TOTAL CHECK	1,042.78 *	
357	COUNTERS GARAGE	7550	03/01/2017	LE2853985	INSPECTION	G 8120.400	21.00 *	
1418	CYNCON EQUIPMENT INC.	7665	02/01/2017	74812	DPW SWEEPER	A 5110.470	58.19 *	

VENDOR NO	CLAIMANT NAME	VOUCHER CLAIM #	INVOICE DATE	INVOICE NO	DESCRIPTION	DISTRIBUTION CODE		NET CHECK AMOUNT	CHECK NO
2003	DEVELOPMENT AUTHORITY O	7620	03/09/2017	59711	VTL WATER IMPROVEMENTS	T	30.000	890.00	
		7621	03/09/2017	59721	VTL NBRC GRANT ADM	T	30.000	165.00	
						TOTAL CHECK		1,055.00 *	
70	DAY WHOLESALE INC	7601	02/15/2017	413082	WATER FOR POLICE	A	3120.455	36.00	
		7600	02/22/2017	413745	WATER FOR OFFICE	A	1640.200	21.25	
						EE	785.200	21.25	
						TOTAL CHECK		78.50 *	
1905	ECONO SIGN & BARRICADE,	7683	03/07/2017	10-935514		A	5110.460	108.89 *	
1091	PETER EDWARDS	7686	03/14/2017	2/14 3/13	MILEAGE REIM 2/14-3/13	A	3620.400	229.87 *	
1001	EMBLEM ENTERPRISES INC	7616	01/27/2017	673035	PATCHES	A	3120.455	517.39 *	
1084	FASTENAL COMPANY	7552	02/09/2017	NYSAA26053	MILWLMP WRENCH	F	8340.480	210.99	
		7555	02/09/2017	NYSAA26054	HCS 1/2-13X1.5 YZ8	G	8130.400	9.24	
		7553	02/10/2017	NYSAA26092	CLOTH DISC/HEX CAP SCRE	G	8120.430	96.71	
		7556	02/22/2017	NYSAA26228	TERSUS DEF	G	8110.200	66.11	
		7554	02/28/2017	NYSAA26314	CAN LINER/PAPER TOWEL R	G	8110.450	232.59	
						G	8110.460	232.60	
						TOTAL CHECK		848.24 *	
1256	FISCAL ADVISORS/MARKETI	7632	02/28/2017	25934	$947,000 BAN 2017B	H	1440.420	1,600.00 *	
1040	FLEETPRIDE	7610	02/27/2017	83216471		G	8110.200	153.58	
		7611	03/09/2017	83380012		G	8110.200	157.50	
						TOTAL CHECK		311.08 *	
78	FORTUNE'S HARDWARE, INC	7602	02/28/2017	22817		A	1640.400	112.83	
						A	3410.230	14.99	
						A	3410.450	69.83	
						G	8120.400	38.66	
						G	8120.430	21.99	
						G	8130.400	84.95	
						EE	742.130	1.99	
						EE	787.000	69.99	
						TOTAL CHECK		415.23 *	
83	CNTY OF FRNKLN SLD WAST	7669	03/14/2017	2/2017		A	8160.410	1,611.00 *	
1943	GALLS LLC	7663	02/21/2017	007034917	KENNEDY	A	3120.450	81.50 *	
163	W.W. GRAINGER, INC	7559	02/10/2017	9357188698	HARD HAT	F	8340.460	6.31	
						G	8130.460	6.31	
		7560	02/10/2017	9356494329	HARD HATS	F	8340.460	12.08	
						G	8130.460	12.07	
		7561	02/10/2017	9356494311	HARD HATS	F	8340.460	35.45	
						G	8130.460	35.45	
		7558	02/13/2017	9358637206	HARD HATS	F	8340.460	6.31	
						G	8130.460	6.31	
		7557	02/15/2017	9361789978	HARD HATS	F	8340.460	17.61	
						G	8130.460	17.62	

VENDOR NO	CLAIMANT NAME	VOUCHER CLAIM #	INVOICE DATE	INVOICE NO	DESCRIPTION	DISTRIBUTION CODE	NET CHECK AMOUNT	CHECK NO
						TOTAL CHECK	155.52 *	
164	HACH COMPANY	7562	02/10/2017	10316516	MSC PARTS FOR PUMP	G 8130.430	585.76 *	
223	HALL'S SAFETY EQUIPMENT	7588	02/28/2017	0217-0673	CLOTHING WILLY BENCZE	EE 785.200	2,352.70	
		7587	03/07/2017	03170137	CLOTHING PHIL GONYEA	EE 761.220	491.60	
						TOTAL CHECK	2,844.30 *	
1322	HARRIS BEACH PLLC	7625	03/14/2017	2017AISSUE	%947,000 BAN 2017A	H 1440.420	1,096.45 *	
2100	HIGH POINT SCIENTIFIC	7615	02/24/2017	100052639	TELESCOPE AND LENSES	A 7140.400	9,463.85 *	
638	HMT INC	7589	12/30/2016	16516-01	TECH & EQUIP INSPECTION	EE 742.130	12,900.00 *	
167	HULBERTS TRI LAKE SUPPL	7563	02/07/2017	S1863169	CIRCULATOR/FLANGE	G 8120.400	361.95	
		7564	02/07/2017	S1860689.1	EYESAFE-X FACUET	G 8120.430	123.81	
		7565	02/08/2017	S1864340.1	SUPPLIES FOR KITCHEN	F 8340.400	99.54	
						TOTAL CHECK	585.30 *	
1439	I.C. SYSTEM, INC.	7590	02/06/2017	809038	CLIENT #1055267	EE 782.000	132.78 *	
193	JEFFORDS STEEL & ENGINE	7647	03/03/2017	184962		A 5110.470	110.00 *	
665	KINNEY DRUGS INC	7603	02/01/2017	039030978		A 3120.455	7.99 *	
2097	KJ ELECTRIC	7566	02/15/2017	0026039	BLOWER MOTOR	G 8130.410	144.62 *	
118	LAWSON OFFICE PRODUCTS	7650	02/02/2017	9304692885	OFFICE SUPPLIES	A 1640.400	68.31	
						F 8340.400	34.15	
						G 8110.400	34.15	
						EE 804.000	68.30	
		7651	02/16/2017	9304727385	OFFICE SUPPLIES	A 1640.400	67.27	
						F 8340.400	33.63	
						G 8110.400	33.63	
						EE 804.000	67.28	
		7652	03/23/2017	9304743761	OFFICE SUPPLIES	A 1640.400	63.20	
						F 8340.400	31.61	
						G 8110.400	31.60	
						EE 804.000	63.20	
						TOTAL CHECK	596.33 *	
237	LINEMEN'S SUPPLY, INC.	7592	02/13/2017	366280	TOOLS FOR TRUCKS	EE 785.200	624.00	
						EE 804.000	775.84	
		7591	02/14/2017	366312	HAST-10-666 FIBER BOLT	EE 804.000	406.25	
						TOTAL CHECK	1,806.09 *	
1928	ANNE BREWER	7633	03/02/2017	541	SPRING 2017	A 1620.400	242.00 *	
123	LOOSELEAF LAW PUBLICATI	7646	12/29/2016	18816		A 1110.400	63.80 *	
137	MIDSTATE INDUSTRIAL SUP	7666	03/01/2017	17-46546	TOOLS	A 1640.400	48.33	
						F 8340.400	24.16	
						G 8110.400	24.16	

VENDOR NO	CLAIMANT NAME	VOUCHER CLAIM #	INVOICE DATE	INVOICE NO	DESCRIPTION	DISTRIBUTION CODE		NET CHECK AMOUNT	CHECK NO
						EE	804.000	48.33	
		7635	03/08/2017	17-46659		A	5110.460	29.50	
		7667	03/08/2017	17-46658	TOOLS	A	1640.400	57.00	
						F	8340.400	28.50	
						G	8110.400	28.50	
						EE	804.000	57.00	
						TOTAL CHECK		345.48 *	
1688	MITCHELL STONE PRODUCTS	7681	03/06/2017	34408		A	5110.470	35.32	
		7593	03/08/2017	34426	CHIPPER BLADE	EE	804.000	56.00	
						TOTAL CHECK		91.32 *	
226	MUN ELEC UTLITIES ASSN	7594	03/10/2017	W1982	ENG WS TYLER & CHAD	EE	785.150	160.00 *	
131	MUNICIPAL ELECTRIC	7624	03/14/2017	030217		A	1620.400	916.87	
						A	1640.400	3.68	
						A	3120.455	283.27	
						A	3410.430	584.09	
						A	5182.400	4,267.17	
						A	7140.400	434.10	
						F	8320.400	2,431.59	
						G	8120.400	853.12	
						G	8130.400	4,222.88	
						TOTAL CHECK		13,996.77 *	
1953	LAW OFFICE OF NATHAN N	7567	02/21/2017	10773	WELL EASEMENT	F	1440.400	866.96	
		7648	03/14/2017	JAN 2017	RETAINER JAN 2017	A	1420.400	366.67	
						F	1420.100	183.33	
						G	1420.100	183.33	
						EE	781.110	366.67	
		7649	03/14/2017	FEB 2017	RETAINER FEB 2017	A	1420.400	366.67	
						F	1420.100	183.33	
						G	1420.100	183.33	
						EE	781.110	366.67	
						TOTAL CHECK		3,066.96 *	
107	OLYMPIC AUTO/TRUCK SUPP	7604	02/23/2017	22317		A	1620.400	179.99	
						A	3120.455	78.12	
						A	3410.440	489.16	
						A	5110.470	1,311.85	
						G	8120.430	109.36	
						G	8130.430	84.91	
						EE	804.000	102.72	
						TOTAL CHECK		2,356.11 *	
2096	PEASE AND GUSTAFSON, LL	7664	02/27/2017	1862	EFC	H	1440.420	148.50 *	
45	PETTY CASH	7689	03/14/2017	2/9-3/10		A	3120.455	64.24	
						A	5110.460	52.88	
						EE	781.500	20.52	
						TOTAL CHECK		137.64 *	
1288	POWERPLAN	7674	01/27/2017	1640888		A	5110.470	65.19	

VENDOR NO	CLAIMANT NAME	VOUCHER CLAIM #	INVOICE DATE	INVOICE NO	DESCRIPTION	DISTRIBUTION CODE	NET CHECK AMOUNT	CHECK NO
		7675	02/10/2017	1649301		G 8120.200	56.24	
						TOTAL CHECK	121.43 *	
2098	PRECISION PROCESS CONTR	7568	12/27/2016	1261-01	WORK ON FLOW METER	G 8120.480	2,581.29 *	
1607	PREMIER PRINTING INC	7637	02/28/2017	977	$847,000 BAN ISSUE	H 1440.420	400.00 *	
1028	SAFETY-KLEEN SYSTEMS	7569	02/28/2017	72845762	WASHER-SOLVENT	G 8130.440	411.51	
		7662	02/28/2017	72845761		A 1640.400	88.40	
						F 8340.400	44.20	
						G 8110.400	44.20	
						EE 804.000	88.40	
						TOTAL CHECK	676.71 *	
683	SLACK CHEMICAL CO	7570	02/22/2017	340706	BLEACH	F 8330.440	871.46 *	
1332	CARL STEFFEN	7691	03/14/2017	031417	TRAINING SERVICES	A 3410.452	480.00 *	
224	STUART C IRBY CO	7595	03/03/2017	S10078708.	BLANC C7 COVER ONLY F/C	EE 123.000	296.00 *	
1670	STUDLEY PRINTING & PUBL	7619	02/22/2017	02220040		A 1620.400	46.00 *	
87	STURDY SUPPLY AND RENTA	7571	02/21/2017	209624	ROTOR & SPRING	G 8130.200	32.98 *	
658	SULLIVANS ELECTRIC	7551	02/23/2017	22317	BALL BEARINGS & LABOR	G 8120.430	90.78 *	
252	SYSTEMS & SOFTWARE, INC	7618	03/08/2017	CT00002246	CUST.NR. 15120	EE 781.500	2,800.00 *	
1898	TAYLOR RENTAL	7627	03/10/2017	175851-1		A 5110.470	799.00	
						A 5110.470	.00	
						TOTAL CHECK	799.00 *	
1541	TIME WARNER CABLE	7607	02/21/2017	02117	ACCT# 5097521-01-001	F 8310.400	17.50	
						G 8110.450	17.50	
		7623	03/14/2017	032717	ACCT#202-805461501-001	A 1640.400	12.50	
						EE 804.000	12.50	
		7630	03/14/2017	032117	ACCT#202-901771201-001	A 3120.470	99.99	
		7622	03/27/2017	032717	ACCT#202-805530101-001	A 1620.400	16.65	
						F 8310.400	8.33	
						G 8110.400	8.32	
						G 8110.400	.01-	
						EE 781.500	16.66	
						TOTAL CHECK	209.94 *	
1619	TRACTOR SUPPLY CREDIT P	7572	01/31/2017	200014734	TOOL BOX FOR TRUCK BED	G 8120.430	249.99 *	
1016	TRI-LAKES 3HREE PRESS C	7638	02/23/2017	33463		A 1620.400	30.00	
						A 3410.450	145.92	
						A 3620.400	55.20	
						A 8010.100	25.41	
						TOTAL CHECK	256.53 *	
100	TUPPER LAKE SUPPLY, INC	7605	02/27/2017	22717		A 3120.450	7.68	

VENDOR NO	CLAIMANT NAME	VOUCHER CLAIM #	INVOICE DATE	INVOICE NO	DESCRIPTION	DISTRIBUTION CODE		NET CHECK AMOUNT	CHECK NO
						A	3410.450	214.64	
						G	8120.420	90.61	
						G	8120.430	192.05	
						G	8130.430	39.09	
						TOTAL CHECK		544.07 *	
297	UNIFIRST CORPORATION	7654	01/24/2017	0532339409		A	3120.455	13.68	
						A	3410.450	12.67	
						A	3410.450	1.00	
		7655	02/21/2017	0532343975		A	3120.455	13.68	
						A	3410.450	13.67	
		7656	02/21/2017	0532343881		A	1620.400	24.90	
		7657	02/28/2017	0532345005		A	1620.400	27.15	
		7658	02/28/2017	0532345098		A	3120.455	13.80	
						A	3410.450	13.80	
		7659	03/07/2017	0532346253		A	3120.455	13.80	
						A	3410.450	13.80	
		7660	03/07/2017	0532346160		A	1620.400	27.15	
		7661	03/14/2017	0532347296		A	1620.400	27.15	
		7692	03/14/2017	0532347390		A	3120.455	13.80	
						A	3410.450	13.80	
						TOTAL CHECK		243.85 *	
204	UNITED PARCEL SVC OF AM	7644	03/11/2017	A493W8067		A	3120.455	34.46 *	
1545	VAINCOURT FUELS	7688	03/14/2017	2/14-3/13		A	3120.454	820.76	
						A	3410.410	132.32	
						A	5110.410	228.81	
						A	5110.410	383.15	
						F	8340.410	301.88	
						G	8120.410	301.88	
						EE	804.000	530.69	
						TOTAL CHECK		2,699.49 *	
1861	VERIZON WIRELESS	7606	02/23/2017	9780906040		F	8310.400	18.08	
						G	8110.400	18.08	
						EE	781.100	52.29	
						EE	804.000	84.64	
						TOTAL CHECK		173.09 *	
1986	VIEVU LLC	7628	02/09/2017	19663	BODY CAMERA	A	3120.200	318.00 *	
1791	VILLAGE OF TUPPER LAKE	7636	03/14/2017	PRIPAY2/17	PRIMEPAY HRA 2/17	A	9060.800	78.58	
						F	9060.800	39.30	
						G	9060.800	39.29	
						EE	785.130	78.58	
		7682	03/14/2017	PRIM31317	PRIMEFLEX 2/10-3/13/17	A	9060.800	4,885.53	
						F	9060.800	284.56	
						G	9060.800	284.55	
						EE	785.130	794.33	
						TOTAL CHECK		6,484.72 *	
350	VILLAGE OF TUPPER LAKE-	7634	03/14/2017	USBK0317	US BANK COPIER 3/17	A	3120.455	82.86	

VENDOR NO	CLAIMANT NAME	VOUCHER CLAIM #	INVOICE DATE	INVOICE NO	DESCRIPTION	DISTRIBUTION CODE		NET CHECK AMOUNT	CHECK NO
						F	8310.400	13.80	
						G	8110.400	13.81	
						EE	781.500	27.62	
		7639	03/14/2017	MEDADV3/17	MEDADV 65+ 3/17	A	9060.800	3,354.30	
						F	9060.800	791.45	
						G	9060.800	791.45	
						T	20.000	1,151.20	
						EE	785.130	2,500.33	
		7640	03/14/2017	HDHP 3/17	HDHP 3/17	A	9060.800	15,914.86	
						F	9060.800	3,841.54	
						G	9060.800	3,841.53	
						T	20.000	7,929.91	
						EE	785.130	6,967.19	
		7641	03/14/2017	METLF3/17	METLIFE DENTAL 3/17	A	9060.800	865.40	
						F	9060.800	229.65	
						G	9060.800	229.66	
						T	20.000	1,263.58	
						EE	785.130	446.32	
						TOTAL CHECK		50,256.46 *	
1982	W.B. MASON CO., INC.	7612	03/03/2017	3317		A	1110.400	73.45	
						A	1620.400	157.25	
						A	3120.455	377.27	
						A	3620.400	27.49	
						F	8310.450	65.65	
						G	8110.450	65.65	
						EE	781.500	137.96	
						TOTAL CHECK		904.72 *	
752	WALTS REPAIR SHOP	7679	02/17/2017	2015 FORD	2015 FORD F250	A	5110.470	21.00	
		7677	02/22/2017	2006 CHEV	2006 CHEV 2500	A	5110.470	10.00	
		7676	02/24/2017	2012FORD	2012 FORD F350	A	5110.470	26.00	
		7678	02/27/2017	2008 CHEV	2008 CHEV 1500 ELE	EE	804.000	21.00	
		7680	03/01/2017	PD DODGE	DODGE PD	A	3120.451	21.00	
						TOTAL CHECK		99.00 *	
124	WILLIAMSON LAW BOOK COM	7642	02/13/2017	164475		A	1110.400	128.78	
		7643	02/28/2017	164703		A	1110.400	283.81	
						TOTAL CHECK		412.59 *	

TOTAL NET CHECK AMOUNT 182,090.60 *

0 182,090.60 *

TO THE TREASURER OF THE VILLAGE OF TUPPER LAKE:

THE ABOVE LISTED CLAIMS HAVING BEEN PRESENTED TO THE BOARD OF TRUSTEES OF VILLAGE OF TUPPER LAKE, AND HAVING BEEN DULY AUDITED AND ALLOWED IN THE AMOUNTS AS SHOWN ON THE ABOVE-MENTIONED DATE, YOU ARE HEREBY AUTHORIZED AND DIRECTED TO PAY TO EACH OF THE LISTED CLAIMANTS THE AMOUNT ALLOWED UPON HIS CLAIM APPEARING OPPOSITE HIS NAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AS VILLAGE CLERK OF THE

VENDOR NO	CLAIMANT NAME	VOUCHER CLAIM #	INVOICE DATE	INVOICE NO	DESCRIPTION	DISTRIBUTION CODE	NET CHECK AMOUNT	CHECK NO

VILLAGE OF TUPPER LAKE THIS _____ DAY OF _____, 19____.

_____
(VILLAGE CLERK)

FUND	ACCOUNT NUMBER	DESCRIPTION	AMOUNT
A	1110.400	CONTRACTUAL EXPENSES	64.37
A	1110.400	CONTRACTUAL EXPENSES	63.80
A	1110.400	CONTRACTUAL EXPENSES	73.45
A	1110.400	CONTRACTUAL EXPENSES	128.78
A	1110.400	CONTRACTUAL EXPENSES	283.81
A	1420.400	CONTRACTUAL EXPENSES	366.67
A	1420.400	CONTRACTUAL EXPENSES	366.67
A	1620.400	CONTRACTUAL EXPENSES	181.50
A	1620.400	CONTRACTUAL EXPENSES	128.33
A	1620.400	CONTRACTUAL EXPENSES	114.46
A	1620.400	CONTRACTUAL EXPENSES	242.00
A	1620.400	CONTRACTUAL EXPENSES	916.87
A	1620.400	CONTRACTUAL EXPENSES	179.99
A	1620.400	CONTRACTUAL EXPENSES	46.00
A	1620.400	CONTRACTUAL EXPENSES	16.65
A	1620.400	CONTRACTUAL EXPENSES	30.00
A	1620.400	CONTRACTUAL EXPENSES	24.90
A	1620.400	CONTRACTUAL EXPENSES	27.15
A	1620.400	CONTRACTUAL EXPENSES	27.15
A	1620.400	CONTRACTUAL EXPENSES	27.15
A	1640.200	GARAGE - EQUIPMENT	157.25
A	1640.200	GARAGE - EQUIPMENT	827.05
A	1640.400	CONTRACTUAL EXPENSES	21.25
A	1640.400	CONTRACTUAL EXPENSES	169.46
A	1640.400	CONTRACTUAL EXPENSES	151.51
A	1640.400	CONTRACTUAL EXPENSES	19.70
A	1640.400	CONTRACTUAL EXPENSES	112.83
A	1640.400	CONTRACTUAL EXPENSES	68.31
A	1640.400	CONTRACTUAL EXPENSES	67.27
A	1640.400	CONTRACTUAL EXPENSES	63.20
A	1640.400	CONTRACTUAL EXPENSES	48.33
A	1640.400	CONTRACTUAL EXPENSES	57.00
A	1640.400	CONTRACTUAL EXPENSES	3.68
A	1640.400	CONTRACTUAL EXPENSES	88.40
A	1640.400	CONTRACTUAL EXPENSES	12.50
A	3120.200	EQUIPMENT	318.00
A	3120.450	POLICE - CLOTH ALLOW	81.50
A	3120.450	POLICE - CLOTH ALLOW	7.68
A	3120.451	POLICE CAR REPRS/UPKP	79.15
A	3120.451	POLICE CAR REPRS/UPKP	581.45
A	3120.451	POLICE CAR REPRS/UPKP	454.88
A	3120.451	POLICE CAR REPRS/UPKP	21.00
A	3120.454	POLICE FUEL	820.76
A	3120.455	POLICE OFF SUP/MISC.	331.21
A	3120.455	POLICE OFF SUP/MISC.	233.94
A	3120.455	POLICE OFF SUP/MISC.	57.95
A	3120.455	POLICE OFF SUP/MISC.	36.00
A	3120.455	POLICE OFF SUP/MISC.	517.39
A	3120.455	POLICE OFF SUP/MISC.	7.99
A	3120.455	POLICE OFF SUP/MISC.	283.27
A	3120.455	POLICE OFF SUP/MISC.	78.12
A	3120.455	POLICE OFF SUP/MISC.	64.24
A	3120.455	POLICE OFF SUP/MISC.	13.68

FUND	ACCOUNT NUMBER	DESCRIPTION	AMOUNT
A	3120.455	POLICE OFF SUP/MISC.	13.68
A	3120.455	POLICE OFF SUP/MISC.	13.80
A	3120.455	POLICE OFF SUP/MISC.	13.80
A	3120.455	POLICE OFF SUP/MISC.	13.80
A	3120.455	POLICE OFF SUP/MISC.	34.46
A	3120.455	POLICE OFF SUP/MISC.	82.86
A	3120.455	POLICE OFF SUP/MISC.	377.27
A	3120.470	POLICE PHONE	304.80
A	3120.470	POLICE PHONE	99.99
A	3410.230	FIRE EQUIP-TOOLS	14.99
A	3410.410	FIRE - FUEL	103.79
A	3410.410	FIRE - FUEL	132.32
A	3410.420	FIRE - PHONES	63.47
A	3410.420	FIRE - PHONES	31.28
A	3410.430	FIRE - ELECTRIC	331.22
A	3410.430	FIRE - ELECTRIC	233.93
A	3410.430	FIRE - ELECTRIC	584.09
A	3410.440	FIRE - TRUCK RPR/UPKEEP	489.16
A	3410.450	FIRE - MISC/UPKEEP	286.44
A	3410.450	FIRE - MISC/UPKEEP	69.83
A	3410.450	FIRE - MISC/UPKEEP	145.92
A	3410.450	FIRE - MISC/UPKEEP	214.64
A	3410.450	FIRE - MISC/UPKEEP	12.67
A	3410.450	FIRE - MISC/UPKEEP	1.00
A	3410.450	FIRE - MISC/UPKEEP	13.67
A	3410.450	FIRE - MISC/UPKEEP	13.80
A	3410.450	FIRE - MISC/UPKEEP	13.80
A	3410.450	FIRE - MISC/UPKEEP	13.80
A	3410.452	FIRE - TRAINING	480.00
A	3620.400	CONTRACTUAL EXPENSES	50.00
A	3620.400	CONTRACTUAL EXPENSES	229.87
A	3620.400	CONTRACTUAL EXPENSES	55.20
A	3620.400	CONTRACTUAL EXPENSES	27.49
A	5110.410	STREETS - FUEL	81.33
A	5110.410	STREETS - FUEL	1,754.94
A	5110.410	STREETS - FUEL	228.81
A	5110.410	STREETS - FUEL	383.15
A	5110.460	STREETS - MAINT/MISC.	460.00
A	5110.460	STREETS - MAINT/MISC.	108.89
A	5110.460	STREETS - MAINT/MISC.	29.50
A	5110.460	STREETS - MAINT/MISC.	52.88
A	5110.470	STREETS - EQUIP RPR	45.00
A	5110.470	STREETS - EQUIP RPR	77.76
A	5110.470	STREETS - EQUIP RPR	76.96
A	5110.470	STREETS - EQUIP RPR	62.62
A	5110.470	STREETS - EQUIP RPR	72.62
A	5110.470	STREETS - EQUIP RPR	62.62-
A	5110.470	STREETS - EQUIP RPR	58.19
A	5110.470	STREETS - EQUIP RPR	110.00
A	5110.470	STREETS - EQUIP RPR	35.32
A	5110.470	STREETS - EQUIP RPR	1,311.85
A	5110.470	STREETS - EQUIP RPR	65.19
A	5110.470	STREETS - EQUIP RPR	799.00

FUND	ACCOUNT NUMBER	DESCRIPTION	AMOUNT
A	5110.470	STREETS - EQUIP RPR	
A	5110.470	STREETS - EQUIP RPR	21.00
A	5110.470	STREETS - EQUIP RPR	10.00
A	5110.470	STREETS - EQUIP RPR	26.00
A	5142.400	CONTRACTUAL EXPENSES	172.00
A	5182.400	CONTRACTUAL EXPENSES	4,267.17
A	7140.400	CONTRACTUAL EXPENSES	9,463.85
A	7140.400	CONTRACTUAL EXPENSES	434.10
A	8010.100	PERSONAL SERVICE - REG	25.41
A	8160.400	CONTRACTUAL EXPENSES	112.69
A	8160.410	LANDFILL TIPPING GARBGE	1,611.00
A	9060.800	HOSPITAL AND MEDICAL	78.58
A	9060.800	HOSPITAL AND MEDICAL	4,885.53
A	9060.800	HOSPITAL AND MEDICAL	3,354.30
A	9060.800	HOSPITAL AND MEDICAL	15,914.86
A	9060.800	HOSPITAL AND MEDICAL	865.40
		TOTAL FUND	60,725.77

FUND	ACCOUNT NUMBER	DESCRIPTION	AMOUNT
F	1420.100	LAW PERS SERVICE - REG	183.33
F	1420.100	LAW PERS SERVICE - REG	183.33
F	1440.400	ENGINEER-CONT'L EXPNSES	866.96
F	8310.200	EQUIPMENT	45.00
F	8310.400	MISC/CONTR EXPENSES	40.16
F	8310.400	MISC/CONTR EXPENSES	57.23
F	8310.400	MISC/CONTR EXPENSES	17.50
F	8310.400	MISC/CONTR EXPENSES	8.33
F	8310.400	MISC/CONTR EXPENSES	18.08
F	8310.400	MISC/CONTR EXPENSES	13.80
F	8310.450	OFFICE SUPPLIES/POSTAGE	64.17
F	8310.450	OFFICE SUPPLIES/POSTAGE	65.65
F	8320.400	MISC/CONTR EXPENSES	2,431.59
F	8330.400	MISC/CONTR EXPENSES	34.81
F	8330.400	MISC/CONTR EXPENSES	30.69
F	8330.400	MISC/CONTR EXPENSES	37.81
F	8330.420	LAB SERVICES	20.00
F	8330.420	LAB SERVICES	20.00
F	8330.420	LAB SERVICES	20.00
F	8330.420	LAB SERVICES	20.00
F	8330.420	LAB SERVICES	20.00
F	8330.420	LAB SERVICES	20.00
F	8330.420	LAB SERVICES	20.00
F	8330.440	CHEMICALS	871.46
F	8340.400	BLDG/GROUNDS/CONTR	84.74
F	8340.400	BLDG/GROUNDS/CONTR	29.07
F	8340.400	BLDG/GROUNDS/CONTR	413.54
F	8340.400	BLDG/GROUNDS/CONTR	353.92
F	8340.400	BLDG/GROUNDS/CONTR	40.00
F	8340.400	BLDG/GROUNDS/CONTR	99.54
F	8340.400	BLDG/GROUNDS/CONTR	34.15
F	8340.400	BLDG/GROUNDS/CONTR	33.63
F	8340.400	BLDG/GROUNDS/CONTR	31.61
F	8340.400	BLDG/GROUNDS/CONTR	24.16
F	8340.400	BLDG/GROUNDS/CONTR	28.50
F	8340.400	BLDG/GROUNDS/CONTR	44.20
F	8340.410	FUEL	277.69
F	8340.410	FUEL	.01-
F	8340.410	FUEL	301.88
F	8340.430	SYS MAINT/REPAIRS/MATLS	344.53
F	8340.430	SYS MAINT/REPAIRS/MATLS	145.00
F	8340.460	SAFETY AND SCHOOLING	433.12
F	8340.460	SAFETY AND SCHOOLING	31.28
F	8340.460	SAFETY AND SCHOOLING	6.31
F	8340.460	SAFETY AND SCHOOLING	12.08
F	8340.460	SAFETY AND SCHOOLING	35.45
F	8340.460	SAFETY AND SCHOOLING	6.31
F	8340.460	SAFETY AND SCHOOLING	17.61
F	8340.480	SYSTEM UPGRADES/IMPROV	102.49
F	8340.480	SYSTEM UPGRADES/IMPROV	210.99
F	9060.800	HOSP/MEDICAL INSURANCE	39.30
F	9060.800	HOSP/MEDICAL INSURANCE	284.56
F	9060.800	HOSP/MEDICAL INSURANCE	791.45

FUND	ACCOUNT NUMBER	DESCRIPTION	AMOUNT
F	9060.800	HOSP/MEDICAL INSURANCE	3,841.54
F	9060.800	HOSP/MEDICAL INSURANCE	229.65
		TOTAL FUND	13,438.19

FUND	ACCOUNT NUMBER	DESCRIPTION	AMOUNT
G	1420.100	LAW PERS SERVICE - REG	183.33
G	1420.100	LAW PERS SERVICE - REG	183.33
G	8110.200	EQUIPMENT	66.11
G	8110.200	EQUIPMENT	153.58
G	8110.200	EQUIPMENT	157.50
G	8110.400	MISC/CONTR EXPENSES	84.74
G	8110.400	MISC/CONTR EXPENSES	413.54
G	8110.400	MISC/CONTR EXPENSES	40.00
G	8110.400	MISC/CONTR EXPENSES	40.16
G	8110.400	MISC/CONTR EXPENSES	57.23
G	8110.400	MISC/CONTR EXPENSES	34.15
G	8110.400	MISC/CONTR EXPENSES	33.63
G	8110.400	MISC/CONTR EXPENSES	31.60
G	8110.400	MISC/CONTR EXPENSES	24.16
G	8110.400	MISC/CONTR EXPENSES	28.50
G	8110.400	MISC/CONTR EXPENSES	44.20
G	8110.400	MISC/CONTR EXPENSES	8.32
G	8110.400	MISC/CONTR EXPENSES	.01-
G	8110.400	MISC/CONTR EXPENSES	18.08
G	8110.450	OFFICE SUPPLIES/POSTAGE	13.81
G	8110.450	OFFICE SUPPLIES/POSTAGE	64.17
G	8110.450	OFFICE SUPPLIES/POSTAGE	232.59
G	8110.450	OFFICE SUPPLIES/POSTAGE	17.50
G	8110.460	DUES AND SCHOOLING	65.65
G	8120.200	EQUIPMENT	232.60
G	8120.400	BLDG/GROUNDS/CONTR	56.24
G	8120.400	BLDG/GROUNDS/CONTR	12.79
G	8120.400	BLDG/GROUNDS/CONTR	21.00
G	8120.400	BLDG/GROUNDS/CONTR	38.66
G	8120.400	BLDG/GROUNDS/CONTR	361.95
G	8120.410	FUEL	853.12
G	8120.410	FUEL	358.26
G	8120.410	FUEL	277.69
G	8120.420	LAB SERVICES	301.88
G	8120.430	SYS MAINT/REPAIRS/MATLS	90.61
G	8120.430	SYS MAINT/REPAIRS/MATLS	98.31
G	8120.430	SYS MAINT/REPAIRS/MATLS	215.37
G	8120.430	SYS MAINT/REPAIRS/MATLS	96.71
G	8120.430	SYS MAINT/REPAIRS/MATLS	21.99
G	8120.430	SYS MAINT/REPAIRS/MATLS	123.81
G	8120.430	SYS MAINT/REPAIRS/MATLS	109.36
G	8120.430	SYS MAINT/REPAIRS/MATLS	90.78
G	8120.430	SYS MAINT/REPAIRS/MATLS	249.99
G	8120.430	SYS MAINT/REPAIRS/MATLS	192.05
G	8120.480	SYSTEM UPGRADES/IMPROV	2,581.29
G	8130.200	EQUIPMENT	117.31
G	8130.200	EQUIPMENT	32.98
G	8130.400	BLDG/GROUNDS/CONTR	156.87
G	8130.400	BLDG/GROUNDS/CONTR	145.00
G	8130.400	BLDG/GROUNDS/CONTR	73.41
G	8130.400	BLDG/GROUNDS/CONTR	31.64
G	8130.400	BLDG/GROUNDS/CONTR	62.09
G	8130.400	BLDG/GROUNDS/CONTR	9.24

FUND	ACCOUNT NUMBER	DESCRIPTION	AMOUNT
G	8130.400	BLDG/GROUNDS/CONTR	84.95
G	8130.400	BLDG/GROUNDS/CONTR	4,222.88
G	8130.410	FUEL	144.62
G	8130.420	LAB SERVICES	120.00
G	8130.420	LAB SERVICES	120.00
G	8130.420	LAB SERVICES	120.00
G	8130.420	LAB SERVICES	145.00
G	8130.420	LAB SERVICES	2,700.00
G	8130.420	LAB SERVICES	145.00
G	8130.420	LAB SERVICES	120.00
G	8130.420	LAB SERVICES	145.00
G	8130.420	LAB SERVICES	120.00
G	8130.420	LAB SERVICES	145.00
G	8130.420	LAB SERVICES	20.00
G	8130.430	SYS MAINT/REPAIRS/MATLS	157.82
G	8130.430	SYS MAINT/REPAIRS/MATLS	70.92
G	8130.430	SYS MAINT/REPAIRS/MATLS	585.76
G	8130.430	SYS MAINT/REPAIRS/MATLS	84.91
G	8130.430	SYS MAINT/REPAIRS/MATLS	39.09
G	8130.440	CHEMICALS	411.51
G	8130.460	SAFETY AND SCHOOLING	433.12
G	8130.460	SAFETY AND SCHOOLING	31.27
G	8130.460	SAFETY AND SCHOOLING	6.31
G	8130.460	SAFETY AND SCHOOLING	12.07
G	8130.460	SAFETY AND SCHOOLING	35.45
G	8130.460	SAFETY AND SCHOOLING	6.31
G	8130.460	SAFETY AND SCHOOLING	17.62
G	9060.800	HOSP/MEDICAL INSURAMCE	39.29
G	9060.800	HOSP/MEDICAL INSURAMCE	284.55
G	9060.800	HOSP/MEDICAL INSURAMCE	791.45
G	9060.800	HOSP/MEDICAL INSURAMCE	3,841.53
G	9060.800	HOSP/MEDICAL INSURAMCE	229.66
		TOTAL FUND	24,439.96

FUND	ACCOUNT NUMBER	DESCRIPTION	AMOUNT
H	1440.409	FUR/FIX & EQUIP ESB	748.28
H	1440.420	ENG CONTR EXP WELL DEV	5,280.00
H	1440.420	ENG CONTR EXP WELL DEV	1,600.00
H	1440.420	ENG CONTR EXP WELL DEV	1,096.45
H	1440.420	ENG CONTR EXP WELL DEV	148.50
H	1440.420	ENG CONTR EXP WELL DEV	400.00
		TOTAL FUND	9,273.23

FUND	ACCOUNT NUMBER	DESCRIPTION	AMOUNT
T	20.000	HEALTH INSURANCE	1,151.20
T	20.000	HEALTH INSURANCE	7,929.91
T	20.000	HEALTH INSURANCE	1,263.58
T	30.000	TL PRESERVE ESCROW	890.00
T	30.000	TL PRESERVE ESCROW	165.00
		TOTAL FUND	11,399.69

FUND	ACCOUNT NUMBER	DESCRIPTION	AMOUNT
EE	123.000	MATERIALS AND SUPPLIES	613.00
EE	123.000	MATERIALS AND SUPPLIES	296.00
EE	741.220	DIST SUBSTA SUP & EXP	30.67
EE	742.130	REPAIRS DIST SUBS EQUIP	15,830.00
EE	742.130	REPAIRS DIST SUBS EQUIP	1.99
EE	742.130	REPAIRS DIST SUBS EQUIP	12,900.00
EE	752.100	REPAIRS O/H STR LIGHTS	10.80
EE	761.220	METERING	159.00
EE	761.220	METERING	491.60
EE	781.100	EXECUTIVE DEPARTMENT	52.29
EE	781.110	EXECUTIVE DEPT. PAYROLL	366.67
EE	781.110	EXECUTIVE DEPT. PAYROLL	366.67
EE	781.500	OTH GEN OFF. SUP & EXP	351.18
EE	781.500	OTH GEN OFF. SUP & EXP	114.46
EE	781.500	OTH GEN OFF. SUP & EXP	19.71
EE	781.500	OTH GEN OFF. SUP & EXP	20.52
EE	781.500	OTH GEN OFF. SUP & EXP	2,800.00
EE	781.500	OTH GEN OFF. SUP & EXP	16.66
EE	781.500	OTH GEN OFF. SUP & EXP	27.62
EE	781.500	OTH GEN OFF. SUP & EXP	137.96
EE	782.000	MANAGEMENT SERVICES	574.87
EE	782.000	MANAGEMENT SERVICES	2,874.34
EE	782.000	MANAGEMENT SERVICES	132.78
EE	785.130	HEALTH INSURANCE	78.58
EE	785.130	HEALTH INSURANCE	794.33
EE	785.130	HEALTH INSURANCE	2,500.33
EE	785.130	HEALTH INSURANCE	6,967.19
EE	785.130	HEALTH INSURANCE	446.32
EE	785.150	SCHOOLING	160.00
EE	785.200	MISC GENERAL EXPENSE	268.70
EE	785.200	MISC GENERAL EXPENSE	21.25
EE	785.200	MISC GENERAL EXPENSE	2,352.70
EE	785.200	MISC GENERAL EXPENSE	624.00
EE	787.000	REPAIRS GEN PROPERTY	82.77
EE	787.000	REPAIRS GEN PROPERTY	4,862.25
EE	787.000	REPAIRS GEN PROPERTY	62.23
EE	787.000	REPAIRS GEN PROPERTY	78.96
EE	787.000	REPAIRS GEN PROPERTY	69.99
EE	804.000	TRANSPORTATION CLEARING	840.68
EE	804.000	TRANSPORTATION CLEARING	169.46
EE	804.000	TRANSPORTATION CLEARING	827.06
EE	804.000	TRANSPORTATION CLEARING	460.24
EE	804.000	TRANSPORTATION CLEARING	90.00
EE	804.000	TRANSPORTATION CLEARING	361.78
EE	804.000	TRANSPORTATION CLEARING	124.00
EE	804.000	TRANSPORTATION CLEARING	68.30
EE	804.000	TRANSPORTATION CLEARING	67.28
EE	804.000	TRANSPORTATION CLEARING	63.20
EE	804.000	TRANSPORTATION CLEARING	775.84
EE	804.000	TRANSPORTATION CLEARING	406.25
EE	804.000	TRANSPORTATION CLEARING	48.33
EE	804.000	TRANSPORTATION CLEARING	57.00
EE	804.000	TRANSPORTATION CLEARING	56.00

FUND	ACCOUNT NUMBER	DESCRIPTION	AMOUNT
EE	804.000	TRANSPORTATION CLEARING	102.72
EE	804.000	TRANSPORTATION CLEARING	88.40
EE	804.000	TRANSPORTATION CLEARING	12.50
EE	804.000	TRANSPORTATION CLEARING	530.69
EE	804.000	TRANSPORTATION CLEARING	84.64
EE	804.000	TRANSPORTATION CLEARING	21.00
		TOTAL FUND	62,813.76

Village of Tupper Lake **Accounts Payable** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **February 15, 2017**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Fund	AP Code	Amount	Check #
Capital Projects	H 630.000		
ESB Capital	H 630.000	7,879.00	1042
Electric	EE 630.000	42,531.32	2457
General	A 630.000	114,788.01	3535
Sewer	G 630.000	45,812.14	1763
Small Cities	CD 630.000		
Trust & Agency	T 630.000	8,675.09	5367
Water	F 630.000	18,441.49	1766
Acr Escrow	T 630.000	1,185.43	1019
	Total =	$239,312.48	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this 15th day of **March 2017.**

(Mayor/Auditor)

Village of Tupper Lake **Capital Projects** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **February 09, 2017**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Claimant	AP Code	Amount	Check #
FRANKLIN COUNTY CLERK	H 1440.422	105.00	1056
	Total =	$105.00	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this 15th day of **March 2017.**

(Mayor/Auditor)

Village of Tupper Lake **Electric** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **February 02, 2017**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Claimant	AP Code	Amount	Check #
IEEP	EE 459.000	9,157.64	2453
ESTATE A. ASEEL	EE 125.100	1,531.97	2454
	EE		
	EE		
	EE		
	EE		
	EE		
	Total =	$10,689.61	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this 15th day of **March 2017.**

(Mayor/Auditor)

Village of Tupper Lake **Electric** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **February 23, 2017**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Claimant	AP Code	Amount	Check #
EXCELLUS	EE 785.130	208.23	2459
	EE		
	EE		
	EE		
	EE		
	EE		
	EE		
Total =		$208.23	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this 15th day of **March 2017.**

(Mayor/Auditor)

Village of Tupper Lake **Electric Deposits** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **February 06, 2017**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Claimant	AP Code	Amount	Check #
VTL	EE 244.000	14.94	2436
	EE 244.100		
MARY FONTANA	EE 244.000	185.06	2437
	EE 244.100	0.02	2437
VTL	EE 244.000	30.93	3438
	EE 244.100		
JOHN ESPER	EE 244.000	169.07	2439
	EE 244.100	0.01	2439
VTL	EE 244.000	200.00	2440
	EE 244.100	0.01	2440
	Total =	$600.04	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this 15th day of **March 2017.**

(Mayor/Auditor)

Village of Tupper Lake **Electric Deposits** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **February 14, 2017**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Claimant	AP Code	Amount	Check #
VTL	EE 244.000	200.00	2441
	EE 244.100	0.02	2441
VTL	EE 244.000	200.00	2442
	EE 244.100	0.05	2442
	EE 244.000		
	EE 244.100		
	EE 244.000		
	EE 244.100		
	EE 244.000		
	EE 244.100		
	Total =	$400.07	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this 15th day of **March 2017.**

(Mayor/Auditor)

Village of Tupper Lake **General** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **February 02, 2017**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Claimant	AP Code	Amount	Check #
TIME WARNER CABLE	A 3120.470	126.53	3526
US BANK EQUIP FINANCE	A 1620.400	165.71	3527
MATT DANA	A 3120.453	77.28	3528
VERIZON WIRELESS	A 3620.400	48.84	3529
VERIZON WIRELESS	A 5110.420	51.85	3529
VERIZON WIRELESS	A 3120.470	252.38	3530
VERIZON WIRELESS	A 3120.470	171.03	3531
VERIZON WIRELESS	A 3410.450	171.02	3531
	Total =	$1,064.64	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this 15th day of **March 2017.**

(Mayor/Auditor)

Village of Tupper Lake **General** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **February 16, 2017**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Claimant	AP Code	Amount	Check #
HEATHER KENNEDY	A 3120.453	19.43	3543
	A		
	A		
	A		
	A		
	A		
	A		
	Total =	$19.43	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this 15th day of **March 2017.**

(Mayor/Auditor)

Village of Tupper Lake **General** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **February 23, 2017**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Claimant	AP Code	Amount	Check #
EXCELLUS	A 9060.800	8,588.73	3537
EXCELLUS	A 9060.800	38,495.03	3538
METLIFE	A 9060.800	3,034.61	3539
	A		
	A		
	A		
	A		
	Total =	$50,118.37	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this 15th day of **March 2017.**

(Mayor/Auditor)

Village of Tupper Lake **Payroll** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **February 03, 2017** **Payroll #36**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Fund	AP Code	Amount	Check #
Electric	EE 630.000	13,390.55	2452
General	A 630.000	20,100.55	3525
Sewer	G 630.000	5,337.34	1759
Small Cities	CD 630.000		
Trust & Agency	T 630.000		
Water	F 630.000	4,612.31	1763
	Total =	$43,440.75	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this 15th day of **March 2017.**

(Mayor/Auditor)

Village of Tupper Lake **Payroll** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **February 10, 2017** **Payroll #37**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Fund	AP Code	Amount	Check #
Electric	EE 630.000	13,071.36	2455
General	A 630.000	20,224.78	3532
Sewer	G 630.000	5,641.55	1761
Small Cities	CD 630.000		
Trust & Agency	T 630.000		
Water	F 630.000	4,374.43	1763
	Total =	$43,312.12	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this 15th day of **March 2017.**

(Mayor/Auditor)

Village of Tupper Lake **Payroll** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **February 17, 2017** **Payroll #38**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Fund	AP Code	Amount	Check #
Electric	EE 630.000	12,293.73	2456
General	A 630.000	21,977.74	3533
Sewer	G 630.000	5,997.07	1762
Small Cities	CD 630.000		
Trust & Agency	T 630.000		
Water	F 630.000	4,162.16	1765
	Total =	$44,430.70	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this 15th day of **March 2017.**

(Mayor/Auditor)

Village of Tupper Lake **Payroll** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **February 24, 2017** **Payroll #39**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Fund	AP Code	Amount	Check #
Electric	EE 630.000	12,830.12	2458
General	A 630.000	26,109.80	3536
Sewer	G 630.000	6,056.22	1764
Small Cities	CD 630.000		
Trust & Agency	T 630.000		
Water	F 630.000	5,152.93	1767
	Total =	$50,149.07	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this 15th day of **March 2017.**

(Mayor/Auditor)

Village of Tupper Lake **Trust & Agency** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **February of 2017**

Primeflex

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Date	Employee's Name	Appropriation Code	Amount	Check #
02/01/17		T 20.000	14.30	Wired
02/02/17		T 20.000	359.52	Wired
02/03/17		T 20.000	31.88	Wired
02/04/17		T 20.000	658.69	Wired
02/06/17		T 20.000	35.63	Wired
02/07/17		T 20.000	76.72	Wired
02/08/17		T 20.000	57.55	Wired
02/09/17		T 20.000	106.86	Wired
02/10/17		T 20.000	571.52	Wired
02/11/17		T 20.000	65.04	Wired
02/13/17		T 20.000	60.21	Wired
02/14/17		T 20.000	1,146.99	Wired
02/15/17		T 20.000	108.82	Wired
02/16/17		T 20.000	44.32	Wired
02/17/17		T 20.000	36.11	Wired
02/18/17		T 20.000	535.09	Wired
02/20/17		T 20.000	234.89	Wired
02/21/17		T 20.000	161.88	Wired
02/22/17		T 20.000	420.61	Wired
02/23/17		T 20.000	464.13	Wired
02/24/17		T 20.000	474.11	Wired
02/25/17		T 20.000	106.48	Wired
02/27/17		T 20.000	43.29	Wired
02/28/17		T 20.000	65.00	Wired
			$5,879.64	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite her/his name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this 15th day of **March 2017.**

(Mayor/Auditor)

Village of Tupper Lake **Sewer** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **February 03, 2017**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Claimant	AP Code	Amount	Check #
VTL WATER	G 8120.480	6,090.00	1760
	G		
	G		
	G		
	G		
	G		
	G		
	Total =	$6,090.00	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this 15th day of **March 2017.**

(Mayor/Auditor)

Village of Tupper Lake **Trust & Agency** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **February 03, 2017**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Claimant	AP Code	Amount	Check #
VTL Payroll # 36	T 10.000	13,290.97	5339
VTL Payroll (Direct Deposit)	T 86.000	7,915.72	5345
Adirondack Credit Union	T 85.000	5,504.92	5344
Aflac	T 27.000		
Allstate	T 31.000		
CSEA	T 24.000	439.07	5342
Federal	T 22.000	4,698.86	Wired
FICA	T 26.000	5,915.72	Wired
Lifetime Benefit Solutions	T 20.000		
Metlife	T 17.000		
Metlife	T 29.000	40.00	5347
NYS Child Support	T 23.000	397.31	5340
NYS Income Tax	T 21.000	1,716.11	Wired
NYS Taxation	T 23.000		
NYS Deferred Comp Plan	T 17.000	580.00	5346
Other	T 12.000	548.59	Wired
Other	T 12.000	2,740.52	Wired
Pearl Carroll & Associates	T 28.000	56.34	5343
Worksite Solutions	T 33.000		
Great Lakes Higher Ed	T 23.000	165.18	5341
	Total =	$44,009.31	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this 15th day of **March 2017.**

Village of Tupper Lake **Trust & Agency** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **February 10, 2017**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Claimant	AP Code	Amount	Check #
VTL Payroll # 37	T 10.000	12,902.47	5348
VTL Payroll (Direct Deposit)	T 86.000	7,977.48	5354
Adirondack Credit Union	T 85.000	5,707.96	5353
Aflac	T 27.000		
Allstate	T 31.000		
CSEA	T 24.000	429.13	5351
Federal	T 22.000	4,714.08	Wired
FICA	T 26.000	5,897.46	Wired
Lifetime Benefit Solutions	T 20.000		
Metlife	T 17.000		
Metlife	T 29.000		
NYS Child Support	T 23.000	397.31	5349
NYS Income Tax	T 21.000	1,754.45	Wired
NYS Taxation	T 23.000		
NYS Deferred Comp Plan	T 17.000	580.00	5355
Other	T 12.000		Wired
Other	T 12.000		Wired
Pearl Carroll & Associates	T 28.000	56.34	5352
Worksite Solutions	T 33.000		
Great Lakes Higher Ed	T 23.000	133.26	5350
	Total =	$40,549.94	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this 15th day of **March 2017.**

Village of Tupper Lake **Trust & Agency** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **February 17, 2017**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Claimant	AP Code	Amount	Check #
VTL Payroll # 38	T 10.000	13,979.13	5356
VTL Payroll (Direct Deposit)	T 86.000	8,257.41	5361
Adirondack Credit Union	T 85.000	5,498.56	5360
Aflac	T 27.000	301.54	5366
Allstate	T 31.000	255.80	5364
CSEA	T 24.000	429.13	5358
Federal	T 22.000	4,661.68	Wired
FICA	T 26.000	6,055.30	Wired
Lifetime Benefit Solutions	T 20.000	360.85	5365
Metlife	T 17.000		
Metlife	T 29.000		
NYS Child Support	T 23.000	397.31	5357
NYS Income Tax	T 21.000	1,716.66	Wired
NYS Taxation	T 23.000		
NYS Deferred Comp Plan	T 17.000	580.00	5362
Other	T 12.000		Wired
Other	T 12.000		Wired
Pearl Carroll & Associates	T 28.000	56.34	5359
Worksite Solutions	T 33.000	157.80	5363
Great Lakes Higher Ed	T 23.000		
	Total =	$42,707.51	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this 15th day of **March 2017.**

Village of Tupper Lake **Trust & Agency** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **February 24, 2017**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Claimant	AP Code	Amount	Check #
VTL Payroll # 39	T 10.000	17,664.73	5368
VTL Payroll (Direct Deposit)	T 86.000	8,801.33	5373
Adirondack Credit Union	T 85.000	6,210.26	5372
Aflac	T 27.000		
Allstate	T 31.000		
CSEA	T 24.000	439.07	5370
Federal	T 22.000	4,618.05	Wired
FICA	T 26.000	6,870.26	Wired
Lifetime Benefit Solutions	T 20.000		
Metlife	T 17.000		
Metlife	T 29.000		
NYS Child Support	T 23.000	397.31	5369
NYS Income Tax	T 21.000	1,666.01	Wired
NYS Taxation	T 23.000		
NYS Deferred Comp Plan	T 17.000	580.00	5374
Other	T 12.000	547.38	Wired
Other	T 12.000	2,798.88	Wired
Pearl Carroll & Associates	T 28.000	56.34	5371
Worksite Solutions	T 33.000		
Great Lakes Higher Ed	T 23.000		
	Total =	$50,649.62	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this 15th day of **March 2017.**

Village of Tupper Lake **NYS Home Local Program**
Village of Tupper Lake, County of Franklin New York

Date of Audit: January 24**, 2017**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Claimant	AP Code	Amount	Check #
DANC	T 32.000	58,348.34	1001
	T		
	T		
	T		
	T		
	T		
	T		
	Total =	$58,348.34	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this 15th day of February 2017

(Mayor/Auditor)

VILLAGE OF TUPPER LAKE

MONTHLY CASH POSITION
with the COMMUNITY BANK
& JP MORGAN CHASE
As of the end of : February 28, 2017

	FUND	AMOUNT
	Checking Account Balances	
COMMUNITY	General	$171,336.80
COMMUNITY	Police	$10,382.13
COMMUNITY	Water	$68,156.88
COMMUNITY	Sewer	$40,445.83
COMMUNITY	Trust	$18,436.33
COMMUNITY	Electric Operation	$147,924.63
COMMUNITY	Electric Cash Reserve	$168,947.17
COMMUNITY	Electric Consumer Deposits	$51,874.63
COMMUNITY	Small Cities LRP	$2,464.50
COMMUNITY	FY2003 Park St. LRP	$13,577.40
COMMUNITY	Payroll	$2,098.84
COMMUNITY	Accounts Payable	$9,785.44
COMMUNITY	ACR Reserve Fund	$5,299.21
COMMUNITY	EFT Account	$50.00
	Total Checking Account Funds	$710,779.79
	Investments	
COMMUNITY	Treasury Account COMMUNITY BANK	$1,617,642.21
	TOTAL INVESTMENTS	$1,617,642.21
	TOTAL CASH	$2,328,422.00
	FDIC COVERAGE	$250,000.00
	Amount needing collateralization	$2,078,422.00
	Amount of collateral provided Wilmington Trust as of 02/28/2017	$4,892,980.50

Community Bank - M & T Investments February 28, 2017

	CBU	MM	
General	$171,336.80	$456,166.69	
Police	$10,382.13	xxxxxxxxxxxxxxxxx	
Water	$68,156.88	$10,380.50	
Sewer	$40,445.83	$78,328.23	
Trust	$18,436.33	xxxxxxxxxxxxxxxxx	
Electric Operation	$147,924.63	$767,865.09	
Electric Cash Reserve	$168,947.17	xxxxxxxxxxxxxxxxx	
Electric Consumer Deposits	$51,874.63	xxxxxxxxxxxxxxxxx	
Electric Depreciation	xxxxxxxxxxxxxxxxx	$81,778.27	
Small Cities (LRP)	$2,464.50	xxxxxxxxxxxxxxxxx	
FY2003 Park St. LRP	$13,577.40	xxxxxxxxxxxxxxxxx	
Payroll	$2,098.84	xxxxxxxxxxxxxxxxx	
Accounts Payable	$9,785.44	xxxxxxxxxxxxxxxxx	
W/S Capital Improvement	xxxxxxxxxxxxxxxxx	$34,291.84	
W/S Equipment Fund	xxxxxxxxxxxxxxxxx	$20,118.08	
ACR Reserve Fund	$5,299.21	xxxxxxxxxxxxxxxxx	
EFT Account	$50.00	xxxxxxxxxxxxxxxxx	
Water Capital Project	xxxxxxxxxxxxxxxxx	$168,713.51	
Total Checking Account	$710,779.79	$1,617,642.21	**Total**

Treasury Accounts

Community Bank	$1,617,642.21
Total Investments	$1,617,642.21

Community Bank	$710,779.79
Community Bank (MMDA)	$1,617,642.21
Total Cash	$2,328,422.00

FCDI Coverage

Community Bank	$250,000.00
Total	$250,000.00

Collateral Provided

Wilmington Trust	$4,892,980.50

Community Bank N.A.

Welcome to Community Bank NA
Business Online

Welcome VILLAGE OF TUPPER LAKE!

You have 6 new alerts...

Account (Click for Details)	Balance	Status	Options
Electric 8425	$147,924.63		Select Option
Electric MMDA 3642	$767,865.09		Select Option
Elec Cash Res 4537	$168,947.17		Select Option
Electric Deprc 6378	$81,778.27		Select Option
Electric Dep 1041	$51,874.63		Select Option
Water 8506	$68,156.88		Select Option
Water MMDA 4207	$10,380.50		Select Option
Water Capital 2253	$168,713.51		Select Option
Water Equip 4444	$20,118.08		Select Option
Sewer 8476	$40,445.83		Select Option
Sewer MMDA 3626	$78,328.23		Select Option
Sewer Capital 3677	$34,291.84		Select Option
General 8395	$171,336.80		Select Option
General MMDA 3618	$456,166.69		Select Option
NYS HOME 8283	$0.00		Select Option
ESB Capital Proj2641	$4,700.56		Select Option
Park Street 03 9875	$13,577.40		Select Option
Small Cities LRP 856	$2,464.50		Select Option
Trust 8492	$18,371.33		Select Option
Payroll 8468	$2,098.84		Select Option

30 Deposit accounts with a total balance of $2,363,462.09

You last accessed your Online Banking account on Tuesday, February 28, 2017 12:49:30 PM Eastern Time

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learn more

Community Bank N.A.

Welcome to Community Bank NA
Business Online

Welcome VILLAGE OF TUPPER LAKE!

You have 6 new alerts...

Account (Click for Details)	Balance	Status	Options
Acc Payable 2735	$9,785.44		Select Option
Justice Young 5197	$0.00		Select Option
Police DEA 2632	$10,382.13		Select Option
Justice Fines 2203	$6,954.00		Select Option
ACR Escrow Rsrv 5974	$5,299.21		Select Option
EFT Account 5982	$50.00		Select Option
Justice Bail 2518	$22,758.00		Select Option
TLFD Ladies Aux 2626	$130.77		Select Option
Sav PF 1185	$550.59		Select Option
Sav PF 1177	$11.17		Select Option

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30 Deposit accounts with a total balance of $2,363,462.09

You last accessed your Online Banking account on Tuesday, February 28, 2017 12:49:30 PM Eastern Time
You have accessed Online Banking 2047 time(s) since Saturday, September 4, 2010 10:28:01 PM Eastern Time Reset this counter

ACCOUNT NUMBER	ACCOUNT NAME	YEAR TO DATE BUDGET	TRANSFERS	ADJUSTED BUDGET	EXPENDITURES	ENCUMBRANCE OPEN PO'S REMAINING	UNENCUMBERED AMOUNT	BALANCE TO SPEND
	GEN FUND APPROPRIATIONS							
	GENERAL GOVERN. SUPPORT							
	BOARD OF TRUSTEES							
A 1010.100	PERSONAL SERVICES	9,600.00		9,600.00	7,200.00		2,400.00	2,400.00
A 1010.200	EQUIPMENT							
A 1010.400	CONTRACTUAL EXPENSES	6,000.00		6,000.00	4,143.26		1,856.74	1,856.74
	TOTAL	15,600.00*	*	15,600.00*	11,343.26*	*	4,256.74*	4,256.74*
	VILLAGE JUSTICE							
A 1110.100	PERSONAL SERVICES	28,700.00		28,700.00	23,555.40		5,144.60	5,144.60
A 1110.200	EQUIPMENT							
A 1110.400	CONTRACTUAL EXPENSES	6,000.00		6,000.00	8,372.13		2,372.13-	2,372.13-
	TOTAL	34,700.00*	*	34,700.00*	31,927.53*	*	2,772.47*	2,772.47*
	MAYOR							
A 1210.100	PERSONAL SERVICES	3,067.00		3,067.00	2,277.00		790.00	790.00
A 1210.200	EQUIPMENT							
A 1210.400	CONTRACTUAL EXPENSES	1,000.00		1,000.00			1,000.00	1,000.00
	TOTAL	4,067.00*	*	4,067.00*	2,277.00*	*	1,790.00*	1,790.00*
	AUDITOR							
A 1320.400	CONTRACTUAL EXPENSES	4,500.00		4,500.00	4,941.50		441.50-	441.50-
	TOTAL	4,500.00*	*	4,500.00*	4,941.50*	*	441.50C	441.50C
	TREASURER							
A 1325.100	PERSONAL SERVICE - REG	9,185.00		9,185.00	7,210.80		1,974.20	1,974.20
A 1325.120	PERSONAL SERVICE - OT							
	TOTAL 1325.1	9,185.00*	*	9,185.00*	7,210.80*	*	1,974.20*	1,974.20*
A 1325.200	EQUIPMENT							
A 1325.400	CONTRACTUAL EXPENSES	250.00		250.00			250.00	250.00
	TOTAL	9,435.00*	*	9,435.00*	7,210.80*	*	2,224.20*	2,224.20*
	ASSESSMENT							
A 1355.100	PERSONAL SERVICE - REG							
A 1355.200	EQUIPMENT							
A 1355.400	CONTRACTUAL EXPENSES							
	TOT ASSESSMENT	*	*	*	*	*	*	*
	CLERK							
A 1410.100	PERSONAL SERVICE - REG	9,185.00		9,185.00	7,144.80		2,040.20	2,040.20
A 1410.200	EQUIPMENT							
A 1410.400	CONTRACTUAL EXPENSES	100.00		100.00			100.00	100.00
	TOTAL	9,285.00*	*	9,285.00*	7,144.80*	*	2,140.20*	2,140.20*
	LAW							
A 1420.100	PERSONAL SERVICE - REG	4,400.00		4,400.00			4,400.00	4,400.00
A 1420.400	CONTRACTUAL EXPENSES	20,000.00		20,000.00	3,666.70		16,333.30	16,333.30
	TOTAL	24,400.00*	*	24,400.00*	3,666.70*	*	20,733.30*	20,733.30*

ACCOUNT NUMBER	ACCOUNT NAME	YEAR TO DATE BUDGET	TRANSFERS	ADJUSTED BUDGET	EXPENDITURES	ENCUMBRANCE OPEN PO'S REMAINING	UNENCUMBERED AMOUNT	BALANCE TO SPEND
	GEN FUND APPROPRIATIONS							
	ENGINEER							
A 1440.400	CONTRACTUAL EXPENSES	20,000.00		20,000.00	104,136.12		84,136.12-	84,136.12-
	TOTAL	20,000.00*	*	20,000.00*	104,136.12*	*	84,136.12C	84,136.12C
	ELECTION							
A 1450.400	CONTRACTUAL EXPENSES							
	TOTAL ELECTION	*	*	*	*	*	*	*
	SARA							
A 1460.100	SARA - PERSONAL SRVCS							
A 1460.400	SARA - CONTR SRVCS							
	TOTAL	*	*	*	*	*	*	*
	TOTAL STAFF	121,987.00*	*	121,987.00*	172,647.71*	*	50,660.71C	50,660.71C
	SHARED SERVICES							
	BUILDINGS							
A 1620.100	PERSONAL SERVICE - REG	25,000.00		25,000.00	19,823.28		5,176.72	5,176.72
A 1620.120	PERSONAL SERVICE - OT	500.00		500.00			500.00	500.00
A 1620.130	PERSONAL SERVICE - HOL							
	TOTAL 1620.1	25,500.00*	*	25,500.00*	19,823.28*	*	5,676.72*	5,676.72*
A 1620.200	EQUIPMENT							
A 1620.400	CONTRACTUAL EXPENSES	40,000.00		40,000.00	31,578.78		8,421.22	8,421.22
	TOTAL	65,500.00*	*	65,500.00*	51,402.06*	*	14,097.94*	14,097.94*
	CENTRAL GARAGE							
A 1640.100	PERSONAL SERVICE - REGG	7,335.00		7,335.00	5,650.27		1,684.73	1,684.73
A 1640.120	PERSONAL SERVICE - OT				60.49			60.49-
A 1640.130	PERSONAL SERVICE - HOL							
	TOTAL 1640.150	7,335.00*	*	7,335.00*	5,710.76*	*	1,684.73*	1,624.24*
A 1640.200	GARAGE - EQUIPMENT	2,500.00		2,500.00	1,144.85		1,355.15	1,355.15
A 1640.400	CONTRACTUAL EXPENSES	9,000.00		9,000.00	12,358.35		3,358.35-	3,358.35-
	TOTAL	18,835.00*	*	18,835.00*	19,213.96*	*	318.47C	378.96C
	TOTAL SHARED SERVICES	84,335.00*	*	84,335.00*	70,616.02*	*	13,779.47*	13,718.98*
	SPECIAL ITEMS							
A 1920.400	MUNICIPAL ASSOC DUES	2,084.00		2,084.00	2,084.00			
A 1930.400	JUDGEMENTS AND CLAIMS	10,000.00		10,000.00			10,000.00	10,000.00
A 1989.400	LABOR NEGOTIATIONS							
A 1990.400	CONTINGENT ACCOUNT	29,174.53		29,174.53			29,174.53	29,174.53
	TOTAL SPECIAL ITEMS	41,258.53*	*	41,258.53*	2,084.00*	*	39,174.53*	39,174.53*
	TOT GENERAL GOV SUPPORT	247,580.53*	*	247,580.53*	245,347.73*	*	2,293.29*	2,232.80*

ACCOUNT NUMBER		ACCOUNT NAME	YEAR TO DATE BUDGET	TRANSFERS	ADJUSTED BUDGET	EXPENDITURES	ENCUMBRANCE OPEN PO'S REMAINING	UNENCUMBERED AMOUNT	BALANCE TO SPEND
		GEN FUND APPROPRIATIONS							
		PUBLIC SAFETY							
		POLICE							
A	3120.100	PERSONAL SERVICE - REG	525,000.00		525,000.00	407,888.33		117,111.67	117,111.67
A	3120.120	PERSONAL SERVICE - OT	32,400.00		32,400.00	23,410.24		8,989.76	8,989.76
A	3120.130	PERSONAL SERVICE - HOL	35,000.00		35,000.00	39,416.57		4,416.57-	4,416.57-
A	3120.140	PERSONAL SERVICE - STBY							
A	3120.151	PERSONAL SERVICE -E DIF	3,000.00		3,000.00	1,647.40		1,352.60	1,352.60
A	3120.152	PERSONAL SERVICE -L DIF	3,550.00		3,550.00	2,376.29		1,173.71	1,173.71
A	3121.100	DISPATCHER-PERS SRVCS	8,000.00		8,000.00	4,169.00		3,831.00	3,831.00
		TOTAL 3120.1	606,950.00*	*	606,950.00*	478,907.83*	*	128,042.17*	128,042.17*
A	3120.200	EQUIPMENT	10,000.00		10,000.00	12,176.64		2,176.64-	2,176.64-
		TOTAL 3120.2	10,000.00*	*	10,000.00*	12,176.64*	*	2,176.64C	2,176.64C
A	3120.400	POLICE INSURANCE	22,000.00		22,000.00	20,049.35		1,950.65	1,950.65
A	3120.410	PUB SAFETY-STOP DWI	7,700.00		7,700.00			7,700.00	7,700.00
A	3120.420	PUB SAFETY-DARE							
A	3120.430	POLICE SCHOOL							
A	3120.450	POLICE - CLOTH ALLOW	5,550.00		5,550.00	5,237.44		312.56	312.56
A	3120.451	POLICE CAR REPRS/UPKP	8,000.00		8,000.00	9,206.29		1,206.29-	1,206.29-
A	3120.452	RADIO MAINTENANCE	1,000.00		1,000.00	968.61		31.39	31.39
A	3120.453	POLICE-TRAINING IN SERV	3,000.00		3,000.00	384.22		2,615.78	2,615.78
A	3120.454	POLICE FUEL	13,000.00		13,000.00	7,834.86		5,165.14	5,165.14
A	3120.455	POLICE OFF SUP/MISC.	10,000.00		10,000.00	16,849.10		6,849.10-	6,849.10-
A	3120.456	POLICE ELECTRICITY	3,000.00		3,000.00			3,000.00	3,000.00
A	3120.470	POLICE PHONE	9,000.00		9,000.00	4,110.01		4,889.99	4,889.99
A	3120.480	POLICE AMMO	2,000.00		2,000.00	1,457.61		542.39	542.39
A	3120.490	POLICE/UPDATES/CONTRACT	1,000.00		1,000.00	294.14		705.86	705.86
		TOTAL 3120.4	85,250.00*	*	85,250.00*	66,391.63*	*	18,858.37*	18,858.37*
		POLICE TOTAL	702,200.00*	*	702,200.00*	557,476.10*	*	144,723.90*	144,723.90*
		JAIL							
A	3150.200	EQUIPMENT							
A	3150.400	CONTRACTUAL EXPENSES	600.00		600.00	88.83		511.17	511.17
		TOTAL	600.00*	*	600.00*	88.83*	*	511.17*	511.17*
		TRAFFIC CONTROL							
A	3310.400	CONTRACTUAL EXPENSES	3,500.00		3,500.00	76.84		3,423.16	3,423.16
		TOTAL	3,500.00*	*	3,500.00*	76.84*	*	3,423.16*	3,423.16*
		ON STREET PARKING							
A	3320.400	CONTRACTUAL EXPENSES	1,000.00		1,000.00	6.00		994.00	994.00
		TOTAL	1,000.00*	*	1,000.00*	6.00*	*	994.00*	994.00*

ACCOUNT NUMBER	ACCOUNT NAME	YEAR TO DATE BUDGET	TRANSFERS	ADJUSTED BUDGET	EXPENDITURES	ENCUMBRANCE OPEN PO'S REMAINING	UNENCUMBERED AMOUNT	BALANCE TO SPEND
	GEN FUND APPROPRIATIONS							
	FIRE DEPARTMENT							
A 3410.100	PERSONAL SERVICE - REG	20,200.00		20,200.00	13,604.77		6,595.23	6,595.23
A 3410.110	FIRE DEPT/RELIEF DRVRS	7,730.00		7,730.00	4,765.75		2,964.25	2,964.25
A 3410.120	PERSONAL SERVICE - OT	8,000.00		8,000.00	7,276.15		723.85	723.85
A 3410.130	PERSONAL SERVICE - HOL							
	TOTAL 3410.1	35,930.00*	*	35,930.00*	25,646.67*	*	10,283.33*	10,283.33*
A 3410.200	FIRE SAFETY SUPPLIES	750.00		750.00	570.00		180.00	180.00
A 3410.201	FIRE SAFETY GEAR	11,175.00		11,175.00	1,417.54		9,757.46	9,757.46
A 3410.210	FIRE-EQUIP-AIR TANKS	7,200.00		7,200.00	498.00		6,702.00	6,702.00
A 3410.220	FIRE EQUIP-GLOVES/VESTS	3,865.00		3,865.00	1,971.92		1,893.08	1,893.08
A 3410.230	FIRE EQUIP-TOOLS	1,760.00		1,760.00	1,262.34		497.66	497.66
A 3410.240	FIRE EQUIP -BLDG REPAIR	2,000.00		2,000.00	496.55		1,503.45	1,503.45
A 3410.250	FIRE EQUIP - HOSES	5,190.00		5,190.00	3,188.63		2,001.37	2,001.37
A 3410.260	FIRE INVESTIGATION	600.00		600.00	57.45		542.55	542.55
A 3410.270	COMM RADIO PURCH/UPDAT	4,100.00		4,100.00	1,022.18		3,077.82	3,077.82
A 3410.271	RADIO/HOME ALERT REPRS	1,000.00		1,000.00	1,914.93		914.93-	914.93-
	TOTAL 3410.2	37,640.00*	*	37,640.00*	12,399.54*	*	25,240.46*	25,240.46*
A 3410.400	FIRE - INSURANCE	10,000.00		10,000.00	8,362.22		1,637.78	1,637.78
A 3410.410	FIRE - FUEL	9,000.00		9,000.00	2,173.80		6,826.20	6,826.20
A 3410.420	FIRE - PHONES	2,700.00		2,700.00	1,357.97		1,342.03	1,342.03
A 3410.430	FIRE - ELECTRIC	6,000.00		6,000.00	6,429.23		429.23-	429.23-
A 3410.440	FIRE - TRUCK RPR/UPKEEP	20,000.00		20,000.00	11,841.21		8,158.79	8,158.79
A 3410.450	FIRE - MISC/UPKEEP	5,000.00		5,000.00	8,523.13		3,523.13-	3,523.13-
A 3410.451	FIRE - VEHICLE REPLACMT	15,000.00		15,000.00			15,000.00	15,000.00
A 3410.452	FIRE - TRAINING	3,000.00		3,000.00	3,226.67		226.67-	226.67-
A 3410.460	FIRE - ENG FEES/GRANTS							
A 3410.470	FIRE- BOX RENT	1,200.00		1,200.00			1,200.00	1,200.00
A 3410.480	FIRE - AIRPACK UPDATE	4,000.00		4,000.00	504.00		3,496.00	3,496.00
A 3410.490	FIRE - CLOTHING ALLOW	200.00		200.00			200.00	200.00
A 3410.491	FIRE - UNIFORMS							
	TOTAL 3410.4	76,100.00*	*	76,100.00*	42,418.23*	*	33,681.77*	33,681.77*
	TOTAL	149,670.00*	*	149,670.00*	80,464.44*	*	69,205.56*	69,205.56*
	SAFETY INSPECTION							
A 3620.100	PERSONAL SERVICES - REG	20,205.00		20,205.00	16,240.30		3,964.70	3,964.70
A 3620.400	CONTRACTUAL EXPENSES	4,400.00		4,400.00	2,316.16		2,083.84	2,083.84
	TOTAL	24,605.00*	*	24,605.00*	18,556.46*	*	6,048.54*	6,048.54*
	TOTAL PUBLIC SAFETY	881,575.00*	*	881,575.00*	656,668.67*	*	224,906.33*	224,906.33*
	HEALTH							
	PUBLIC HEALTH							
A 4010.100	PERSONAL SERVICES - REG	16,345.00		16,345.00	13,126.72		3,218.28	3,218.28
A 4010.400	CONTRACTUAL EXPENSES	200.00		200.00			200.00	200.00
	TOTAL	16,545.00*	*	16,545.00*	13,126.72*	*	3,418.28*	3,418.28*
	AMBULANCE SERVICE							
A 4540.400	CONTRACTUAL EXPENSES							
	TOTAL	*	*	*	*	*	*	*

ACCOUNT NUMBER	ACCOUNT NAME	YEAR TO DATE BUDGET	TRANSFERS	ADJUSTED BUDGET	EXPENDITURES	ENCUMBRANCE OPEN PO'S REMAINING	UNENCUMBERED AMOUNT	BALANCE TO SPEND
	TOTAL HEALTH	16,545.00*	*	16,545.00*	13,126.72*	*	3,418.28*	3,418.28*
	GEN FUND APPROPRIATIONS							
	TRANSPORTATION							
	STREET ADMINISTRATION							
A 5010.100	PERSONAL SERVICE - REG	56,260.00		56,260.00	46,297.29		9,962.71	9,962.71
A 5010.120	PERSONAL SERVICE - OT				60.19			60.19-
	TOTAL 5010.1	56,260.00*	*	56,260.00*	46,357.48*	*	9,962.71*	9,902.52*
	STREET MAINTENANCE							
A 5110.100	PERSONAL SERVICE- REG	99,200.00		99,200.00	78,370.17		20,829.83	20,829.83
A 5110.120	PERSONAL SERVICE - OT	7,000.00		7,000.00	12,262.35		5,262.35-	5,262.35-
A 5110.130	PERSONAL SERVICE - HOL							
	TOTAL 5110.1	106,200.00*	*	106,200.00*	90,632.52*	*	15,567.48*	15,567.48*
A 5110.200	EQUIPMENT	3,500.00		3,500.00	9,199.16		5,699.16-	5,699.16-
	TOTAL 5110.2	3,500.00*	*	3,500.00*	9,199.16*	*	5,699.16C	5,699.16C
A 5110.400	STREETS - INSURANCE	8,000.00		8,000.00	9,044.11		1,044.11-	1,044.11-
A 5110.410	STREETS - FUEL	35,000.00		35,000.00	26,045.18		8,954.82	8,954.82
A 5110.420	STREETS - TELEPHONE	540.00		540.00			540.00	540.00
A 5110.430	STREETS - CLOTH ALLOW	6,125.00		6,125.00	3,250.59		2,874.41	2,874.41
A 5110.440	STREETS - GRAVEL/STONE	20,000.00		20,000.00	7,129.75		12,870.25	12,870.25
A 5110.450	STREETS - STREET WORK	85,000.00		85,000.00	114,309.60		29,309.60-	29,309.60-
A 5110.460	STREETS - MAINT/MISC.	20,000.00		20,000.00	28,304.24		8,304.24-	8,304.24-
A 5110.470	STREETS - EQUIP RPR	20,000.00		20,000.00	31,755.53		11,755.53-	11,755.53-
	TOTAL 5110.4	194,665.00*	*	194,665.00*	219,839.00*	*	25,174.00C	25,174.00C
	TOTAL	304,365.00*	*	304,365.00*	319,670.68*	*	15,305.68C	15,305.68C
	SNOW REMOVAL							
A 5142.100	PERSONAL SERVICE - REG	49,625.00		49,625.00	39,185.11		10,439.89	10,439.89
A 5142.120	PERSONAL SERVICE - OT	15,000.00		15,000.00	16,257.69		1,257.69-	1,257.69-
A 5142.130	PERSONAL SERVICE - HOL							
	TOTAL 5142.1	64,625.00*	*	64,625.00*	55,442.80*	*	9,182.20*	9,182.20*
A 5142.200	SNOW REMOVAL-EQUIPMENT	12,000.00		12,000.00	7,145.42		4,854.58	4,854.58
A 5142.400	CONTRACTUAL EXPENSES	13,000.00		13,000.00	13,125.79		125.79-	125.79-
	TOTAL	89,625.00*	*	89,625.00*	75,714.01*	*	13,910.99*	13,910.99*
	STREET LIGHTING							
A 5182.400	CONTRACTUAL EXPENSES	50,000.00		50,000.00	38,404.53		11,595.47	11,595.47
	TOTAL	50,000.00*	*	50,000.00*	38,404.53*	*	11,595.47*	11,595.47*
	TOTAL TRANSPORTATION	500,250.00*	*	500,250.00*	480,146.70*	*	20,163.49*	20,103.30*
	ECONOMIC ASSISTANCE							
	PUBLICITY							
A 6410.400	CONTRACTUAL EXPENSES	14,500.00		14,500.00	12,905.00		1,595.00	1,595.00
	TOTAL	14,500.00*	*	14,500.00*	12,905.00*	*	1,595.00*	1,595.00*
	PROGRAMS FOR THE AGING							

ACCOUNT NUMBER	ACCOUNT NAME	YEAR TO DATE BUDGET	TRANSFERS	ADJUSTED BUDGET	EXPENDITURES	ENCUMBRANCE OPEN PO'S REMAINING	UNENCUMBERED AMOUNT	BALANCE TO SPEND
A 6772.400	AGING - CONT SRVCS	7,000.00		7,000.00			7,000.00	7,000.00
	TOTAL	7,000.00*	*	7,000.00*	*	*	7,000.00*	7,000.00*
	TOT ECONOMIC ASSIS-OPP	21,500.00*	*	21,500.00*	12,905.00*	*	8,595.00*	8,595.00*
	GEN FUND APPROPRIATIONS							
	CULTURE AND RECREATION							
	PLAYGRNDS/RECREATN CNTR							
A 7140.100	PERSONAL SERVICE - REG	125,244.00		125,244.00	78,905.20		46,338.80	46,338.80
A 7140.120	PERSONAL SERVICE - OT	1,000.00		1,000.00	825.40		174.60	174.60
A 7140.130	PERSONAL SERVICE - HOL							
	TOTAL 7140.1	126,244.00*	*	126,244.00*	79,730.60*	*	46,513.40*	46,513.40*
A 7140.200	EQUIPMENT	10,000.00		10,000.00	1,872.29		8,127.71	8,127.71
A 7140.400	CONTRACTUAL EXPENSES	15,000.00		15,000.00	28,369.40		13,369.40-	13,369.40-
	TOTAL	151,244.00*	*	151,244.00*	109,972.29*	*	41,271.71*	41,271.71*
	HISTORIAN							
A 7510.400	CONTRACTUAL EXPENSES	500.00		500.00			500.00	500.00
	TOTAL	500.00*	*	500.00*	*	*	500.00*	500.00*
	CELEBRATIONS							
A 7550.400	CONTRACTUAL EXPENSES							
	TOTAL	*	*	*	*	*	*	*
	TOTAL CULTR & RECREATN	151,744.00*	*	151,744.00*	109,972.29*	*	41,771.71*	41,771.71*
	HOME & COMMUNITY SERVCS							
	ZONING							
A 8010.100	PERSONAL SERVICE - REG	6,190.00		6,190.00	5,009.37		1,180.63	1,180.63
A 8010.400	CONTRACTUAL EXPENSES	200.00		200.00			200.00	200.00
	TOTAL	6,390.00*	*	6,390.00*	5,009.37*	*	1,380.63*	1,380.63*
	SANITATION ADMINISTRATN							
A 8140.100	PERSONAL SERVICE - REG	16,600.00		16,600.00	13,061.70		3,538.30	3,538.30
A 8140.120	PERSONAL SERVICE - OT							
A 8140.130	PERSONAL SERVICE - HOL							
	TOTAL 8140.1	16,600.00*	*	16,600.00*	13,061.70*	*	3,538.30*	3,538.30*
A 8140.400	CONTRACTUAL EXPENSES	15,000.00		15,000.00	6,696.39		8,303.61	8,303.61
	STORM SEWER TOTAL	31,600.00*	*	31,600.00*	19,758.09*	*	11,841.91*	11,841.91*
	REFUSE COLLECTION							
A 8160.100	PERSONAL SERVICES - REG	16,350.00		16,350.00	13,571.31		2,778.69	2,778.69
A 8160.120	PERSONAL SERVICE - OT				115.66			115.66-
A 8160.130	PERSONAL SERVICE - HOL							
	TOTAL 8160.1	16,350.00*	*	16,350.00*	13,686.97*	*	2,778.69*	2,663.03*
A 8160.400	CONTRACTUAL EXPENSES	7,000.00		7,000.00	3,707.52		3,292.48	3,292.48
A 8160.410	LANDFILL TIPPING GARBGE	21,400.00		21,400.00	18,102.40		3,297.60	3,297.60
A 8160.420	LANDFILL TIPPING RECYC	500.00		500.00	12.60		487.40	487.40
	TOTAL 8160.4	28,900.00*	*	28,900.00*	21,822.52*	*	7,077.48*	7,077.48*
	REFUSE COLLECT TOTAL	45,250.00*	*	45,250.00*	35,509.49*	*	9,856.17*	9,740.51*

ACCOUNT NUMBER	ACCOUNT NAME	YEAR TO DATE BUDGET	TRANSFERS	ADJUSTED BUDGET	EXPENDITURES	ENCUMBRANCE OPEN PO'S REMAINING	UNENCUMBERED AMOUNT	BALANCE TO SPEND
	TOTAL HOME & COMM SERVE	83,240.00*	*	83,240.00*	60,276.95*	*	23,078.71*	22,963.05*
	GEN FUND APPROPRIATIONS							
	EMPLOYEE BENEFITS							
A 9010.800	NYS RETIREMENT	85,000.00		85,000.00	67,381.83		17,618.17	17,618.17
A 9015.800	FIRE/POLICE RETIREMENT	110,000.00		110,000.00	106,394.00		3,606.00	3,606.00
A 9030.800	SOCIAL SECURITY	93,000.00		93,000.00	66,943.17		26,056.83	26,056.83
A 9040.800	WORKMEN'S COMPENSATION	50,000.00		50,000.00	49,419.98		580.02	580.02
A 9050.800	UNEMPLOYMENT INSURANCE	2,000.00		2,000.00			2,000.00	2,000.00
A 9060.800	HOSPITAL AND MEDICAL	316,000.00		316,000.00	218,919.75		97,080.25	97,080.25
	TOTAL EMPLOYEE BENEFITS	656,000.00*	*	656,000.00*	509,058.73*	*	146,941.27*	146,941.27*
	GEN FUND APPROPRIATIONS							
	DEBT SERVICE							
A 9710.600	ESB BOND PRINCIPAL	65,000.00		65,000.00			65,000.00	65,000.00
A 9710.610	MULTI USE TRAIL - PRIN							
A 9710.620	STR/HVY EQUIPT-PRIN	26,414.80		26,414.80			26,414.80	26,414.80
A 9710.630	FIRE TRUCK - PRINCIPLE							
A 9710.640	POLICE & DPW VEH PRINC							
A 9710.660	POLICE EXPEDITION PRIN							
A 9710.670	STREET SWEEPER PRIN							
A 9710.680	BOBCAT PRIN							
A 9790.600	NYS EFC -LAKE ST PRIN	10,359.00		10,359.00			10,359.00	10,359.00
	TOTAL 9710.6	101,773.80*	*	101,773.80*	*	*	101,773.80*	101,773.80*
A 9710.700	ESB BOND INTEREST	108,812.50		108,812.50			108,812.50	108,812.50
A 9710.710	MULTI USE TRAIL - INT	6,597.50		6,597.50			6,597.50	6,597.50
A 9710.720	STR/HVY EQUIPT-INT	2,085.20		2,085.20			2,085.20	2,085.20
A 9710.730	FIRE TRUCK - INTEREST							
A 9710.740	POLICE & DPW VEH INT							
A 9710.760	POLICE EXPEDITION INT							
A 9710.770	STREET SWEEPER INT							
A 9710.780	BOBCAT INTEREST							
	TOTAL 9710.7	117,495.20*	*	117,495.20*	*	*	117,495.20*	117,495.20*
	TOTAL DEBT SERVICE	219,269.00*	*	219,269.00*	*	*	219,269.00*	219,269.00*
	GRAND TOT GEN FUND APPR	2777,703.53*	*	2777,703.53*	2087,502.79*	*	690,437.08*	690,200.74*

ACCOUNT NUMBER	ACCOUNT NAME	YEAR TO DATE BUDGET	TRANSFERS	ADJUSTED BUDGET	EXPENDITURES	ENCUMBRANCE OPEN PO'S REMAINING	UNENCUMBERED AMOUNT	BALANCE TO SPEND
	GENERAL FUND REVENUES							
	REVENUES							
	SCHEDULE 2-A							
	REAL PROPERTY TAXES							
A 980.000	ACTUAL REVENUE RECEIVED							
A 1001.000	REAL PROPERTY TAXES	1892,640.00-		1892,640.00-			1892,640.00-	1892,640.00-
A 1028.000	SPECIAL ASMT AD VALOREM							
	TOTAL	1892,640.00C	*	1892,640.00C	*	*	1892,640.00C	1892,640.00C
	OTHER TAX ITEMS							
A 1081.000	OTHER PYMTS/LIEU TXS	22,500.00-		22,500.00-	4,231.26-		18,268.74-	18,268.74-
A 1089.000	OTHER TAX ITEMS							
A 1090.000	INTEREST & PEN. ON TX.	26,000.00-		26,000.00-	12,567.28-		13,432.72-	13,432.72-
	TOTAL	48,500.00C	*	48,500.00C	16,798.54C	*	31,701.46C	31,701.46C
	NON-PROPERTY TAX ITEMS							
A 1130.000	UTILITIES GROSS REC. TX	5,500.00-		5,500.00-	2,764.08-		2,735.92-	2,735.92-
A 1170.000	CATV FRANCHISE	33,000.00-		33,000.00-	9,439.38-		23,560.62-	23,560.62-
	TOTAL	38,500.00C	*	38,500.00C	12,203.46C	*	26,296.54C	26,296.54C
	DEPARTMENTAL INCOME							
A 1230.000	TREASURER FEES							
A 1255.000	CLERK FEES	50.00-		50.00-			50.00-	50.00-
A 1520.000	POLICE FEES	3,000.00-		3,000.00-	1,731.90-		1,268.10-	1,268.10-
A 1560.000	SAFETY INSPECTION FEE							
A 1589.000	OTH/PUB/SAF RESTITUTION				496.36-			496.36
A 1589.100	OTHER PUB SFTY STOP-DWI	7,700.00-		7,700.00-	3,507.57-		4,192.43-	4,192.43-
A 2110.000	ZONING FEES							
A 2130.000	REFUS COLL -DUMPSTER							
A 2130.100	REFUS COLL - STICKERS	40,000.00-		40,000.00-	35,412.50-		4,587.50-	4,587.50-
A 2130.110	REF COLL -RECYC STICKER	600.00-		600.00-	541.50-		58.50-	58.50-
	TOTAL	51,350.00C	*	51,350.00C	41,689.83C	*	10,156.53C	9,660.17C
	INTERGOVERNMENTAL CHRGS							
A 2260.000	POLICE SERVCS OTHER GOV	25,000.00-		25,000.00-	25,000.00-			
A 2262.000	FIRE PROTECTION SERV	209,290.00-		209,290.00-	209,290.00-			
A 2302.000	SNOW REMOVAL-OTHER GOV							
A 2390.000	PARKS & REC GRANT REIMB				66,149.20-			66,149.20
	TOTAL	234,290.00C	*	234,290.00C	300,439.20C	*	*	66,149.20*
	USE OF MONEY & PROPERTY							
A 2401.000	INTEREST & EARNINGS	100.00-		100.00-			100.00-	100.00-
A 2401.100	LANDFILL INT EARNINGS							
A 2412.000	RENTAL REAL PROP-OTHER	4,200.00-		4,200.00-			4,200.00-	4,200.00-
A 2414.000	RENTAL OF EQUIPMENT							
	TOTAL	4,300.00C	*	4,300.00C	*	*	4,300.00C	4,300.00C
	LICENSES AND PERMITS							
A 2501.000	LICENSES-BUSINESS							
A 2590.000	PERMITS-BUILDING	6,000.00-		6,000.00-	5,558.50-		441.50-	441.50-
	TOTAL	6,000.00C	*	6,000.00C	5,558.50C	*	441.50C	441.50C

ACCOUNT NUMBER	ACCOUNT NAME	YEAR TO DATE BUDGET	TRANSFERS	ADJUSTED BUDGET	EXPENDITURES	ENCUMBRANCE OPEN PO'S REMAINING	UNENCUMBERED AMOUNT	BALANCE TO SPEND
	GENERAL FUND REVENUES							
	FINES AND FORFEITURES							
A 2610.000	FINES, FEES, AND BAIL	35,000.00-		35,000.00-	52,431.50-		17,431.50	17,431.50
	TOTAL	35,000.00C	*	35,000.00C	52,431.50C	*	17,431.50*	17,431.50*
	SALES AND COMPENSATION							
A 2660.000	SALE OF REAL PROPERTY				68,800.00-			68,800.00
A 2665.000	SALES OF EQUIPMENT				5,804.00-			5,804.00
A 2680.000	INSURANCE RECOVERIES				52,221.47-			52,221.47
	TOTAL	*	*	*	126,825.47C	*	*	126,825.47*
	MISC.LOCAL SOURCES							
A 2701.000	REFUNDS PRIOR YEARS							
A 2705.000	GIFTS AND DONATIONS				2,255.07-			2,255.07
A 2710.000	PREMIUM ON OBLIGATIONS							
A 2770.000	UNCLASSIFIED REVENUE	60,408.53-		60,408.53-	905.20-		59,503.33-	59,503.33-
	TOTAL	60,408.53C	*	60,408.53C	3,160.27C	*	59,503.33C	57,248.26C
	STATE AID							
A 3001.000	REVENUE SHARING - STATE	76,235.00-		76,235.00-	76,245.00-		10.00	10.00
A 3005.000	MORTGAGE TAX	7,000.00-		7,000.00-	3,264.15-		3,735.85-	3,735.85-
A 3060.000	STATE AID - RECORDS MGT							
A 3089.000	STATE AID OTHER - STAR							
A 3089.100	NYS DOS LWRP EPFC006980							
A 3089.110	NYS DOS LWRP 90 MILER							
A 3089.120	NYS DOS LWRP EPFC007155	90,000.00-		90,000.00-			90,000.00-	90,000.00-
A 3089.130	NYSDOS LWRP EPFC1000265							
A 3089.200	DIV CRIM JUSTICE GRANT							
A 3089.210	NYSERDA GRANT				50,000.00-			50,000.00
A 3089.220	NYS JCAP GRANT 2015							
A 3089.300	COMM PROJ APPR CONTRACT							
A 3089.400	BUCKLE UP NEW YORK	2,400.00-		2,400.00-			2,400.00-	2,400.00-
A 3089.500	NYS DOT MULTI-USE TRAIL							
A 3089.600	NYS STEP TRAFFIC SAFETY							
A 3089.700	EMPIRE STATE DEV GRANT							
A 3089.800	ADK NC COMM ENHANCEMENT							
A 3089.900	GRANT REIM OTHER GOVTS							
A 3501.000	CHIPS	91,080.00-		91,080.00-	133,589.56-		42,509.56	42,509.56
A 3505.000	MULTI-MODAL PROGRAM							
A 3801.000	STATE AID-SENIORS							
A 3820.000	YOUTH PROG. PUBLIC SAF.							
A 3889.000	RURAL COMM REV PROGRAM							
A 3897.000	ST AID CULTURE REC CAP							
A 3897.110	NYS DOS LWRP 90 MILER							
A 3897.120	NYS DOS LWRP EPFC007155				22,458.82-			22,458.82
A 3897.130	NYDDOS LWRP EPFC1000265							
A 3910.000	NYSERDA GRANT				10,000.00-			10,000.00
A 3960.000	EMERGENCY DISASTER ASST							
	TOTAL	266,715.00C	*	266,715.00C	295,557.53C	*	53,616.29C	28,842.53*

ACCOUNT NUMBER	ACCOUNT NAME	YEAR TO DATE BUDGET	TRANSFERS	ADJUSTED BUDGET	EXPENDITURES	ENCUMBRANCE OPEN PO'S REMAINING	UNENCUMBERED AMOUNT	BALANCE TO SPEND
	FEDERAL AID							
A 4320.000	US JUSTICE GRANT-GUNS							
A 4320.100	US JUSTICE GRANT-VESTS							
A 4320.200	US JUSTICE EQ SHARE DEA							
A 4320.300	FEMA GRANT FIRE DEPT							
A 4960.000	EMERGENCY DISASTER ASST							
	TOTAL	*	*	*	*	*	*	*
	TOT REVENUE-GENERAL FND	2637,703.53C	*	2637,703.53C	854,664.30C	*	2061,224.15C	1783,039.23C
	REVENUE-OTHER SOURCES							
A 5031.000	INTERFUND TRANSFERS	65,000.00-		65,000.00-			65,000.00-	65,000.00-
A 5060.000	RETIREMENT SYS CREDITS							
A 5720.000	STATUTORY BONDS							
A 5789.000	OTHER DEBT							
	TOTAL	65,000.00C	*	65,000.00C	*	*	65,000.00C	65,000.00C
	TOT.REV.& OTH SOURCES	65,000.00C	*	65,000.00C	*	*	65,000.00C	65,000.00C
A 9888.990	APPRO.F/B BUDGET	75,000.00-		75,000.00-			75,000.00-	75,000.00-
	TOT.REV.APPRO. F/B	2777,703.53C	*	2777,703.53C	854,664.30C	*	2201,224.15C	1923,039.23C

ACCOUNT NUMBER	ACCOUNT NAME	YEAR TO DATE BUDGET	TRANSFERS	ADJUSTED BUDGET	EXPENDITURES	ENCUMBRANCE OPEN PO'S REMAINING	UNENCUMBERED AMOUNT	BALANCE TO SPEND
	WATER APPROPRIATIONS							
	DETAIL EXPEND/OTHER USE							
	WATER - SPECIAL ITEMS							
F 1320.400	AUDITOR-CONT'L EXPNSES	2,500.00		2,500.00	2,141.50		358.50	358.50
F 1420.100	LAW PERS SERVICE - REG	6,000.00		6,000.00	2,383.30		3,616.70	3,616.70
F 1440.400	ENGINEER-CONT'L EXPNSES	10,000.00		10,000.00	4,813.09		5,186.91	5,186.91
F 1990.400	CONTINGENCY ACCOUNT	10,000.00		10,000.00			10,000.00	10,000.00
	TOTAL - SPECIAL ITEMS	28,500.00*	*	28,500.00*	9,337.89*	*	19,162.11*	19,162.11*
	TXS/ASSESS-MUNIC PROP							
F 1950.400	TAXES ON VILLAGE.PROP	65,000.00		65,000.00	62,152.51		2,847.49	2,847.49
	TOTAL-TXS/ASSES V PROP	93,500.00*	*	93,500.00*	71,490.40*	*	22,009.60*	22,009.60*
	HOME & COMMUNITY SERVCS							
	WATER ADMINISTRATION							
F 8310.100	PERSONAL SERVICES	59,995.00		59,995.00	47,443.88		12,551.12	12,551.12
F 8310.120	PERSONAL SERVICE - OT	6,000.00		6,000.00	2,905.37		3,094.63	3,094.63
F 8310.140	PERSONAL SERVICE - STBY	1,500.00		1,500.00			1,500.00	1,500.00
	TOTAL 8310.1	67,495.00*	*	67,495.00*	50,349.25*	*	17,145.75*	17,145.75*
F 8310.200	EQUIPMENT	3,000.00		3,000.00	96.89		2,903.11	2,903.11
F 8310.400	MISC/CONTR EXPENSES	4,000.00		4,000.00	3,871.07		128.93	128.93
F 8310.450	OFFICE SUPPLIES/POSTAGE	12,000.00		12,000.00	8,560.42		3,439.58	3,439.58
F 8310.460	DUES AND SCHOOLING	4,000.00		4,000.00	80.00		3,920.00	3,920.00
F 8310.480	COMPUTER SUPPORT							
	TOTAL	90,495.00*	*	90,495.00*	62,957.63*	*	27,537.37*	27,537.37*
	SOURCE OF SUPPLY							
F 8320.100	PERSONAL SERVICES	43,750.00		43,750.00	34,988.48		8,761.52	8,761.52
F 8320.120	PERSONAL SERVICE - OT	12,000.00		12,000.00	6,621.76		5,378.24	5,378.24
F 8320.140	PERSONAL SERVICE - STBY	3,000.00		3,000.00	1,977.00		1,023.00	1,023.00
	TOTAL 8320.1	58,750.00*	*	58,750.00*	43,587.24*	*	15,162.76*	15,162.76*
F 8320.200	EQUIPMENT	1,000.00		1,000.00			1,000.00	1,000.00
F 8320.400	MISC/CONTR EXPENSES	25,000.00		25,000.00	21,671.02		3,328.98	3,328.98
	TOTAL	84,750.00*	*	84,750.00*	65,258.26*	*	19,491.74*	19,491.74*
	PURIFICATION							
F 8330.100	PERSONAL SERVICES	22,411.00		22,411.00	17,921.37		4,489.63	4,489.63
F 8330.120	PERSONAL SERVICE - OT	6,000.00		6,000.00	3,899.81		2,100.19	2,100.19
F 8330.140	PERSONAL SERVICES -STBY	1,500.00		1,500.00	951.00		549.00	549.00
F 8330.200	EQUIPMENT	7,000.00	3,500.00	10,500.00	10,274.72		225.28	225.28
F 8330.400	MISC/CONTR EXPENSES	11,200.00		11,200.00	9,155.45		2,044.55	2,044.55
F 8330.420	LAB SERVICES	7,000.00		7,000.00	2,460.00		4,540.00	4,540.00
F 8330.440	CHEMICALS	43,000.00		43,000.00	24,292.79		18,707.21	18,707.21
	TOTAL	98,111.00*	3,500.00*	101,611.00*	68,955.14*	*	32,655.86*	32,655.86*
	TRANSMISSION & DISTRBTN							
F 8340.100	PERSONAL SERVICES	67,519.00		67,519.00	69,850.98		2,331.98-	2,331.98-
F 8340.120	PERSONAL SERVICE - OT	18,000.00		18,000.00	9,483.23		8,516.77	8,516.77
F 8340.140	PERSONAL SERVICE - STBY	4,500.00		4,500.00	2,745.75		1,754.25	1,754.25
	TOTAL 8340.1	90,019.00*	*	90,019.00*	82,079.96*	*	7,939.04*	7,939.04*

ACCOUNT NUMBER	ACCOUNT NAME	YEAR TO DATE BUDGET	TRANSFERS	ADJUSTED BUDGET	EXPENDITURES	ENCUMBRANCE OPEN PO'S REMAINING	UNENCUMBERED AMOUNT	BALANCE TO SPEND
F 8340.200	EQUIPMENT	6,000.00		6,000.00	5,078.84		921.16	921.16
F 8340.400	BLDG/GROUNDS/CONTR	48,400.00		48,400.00	33,819.34		14,580.66	14,580.66
F 8340.410	FUEL	11,000.00		11,000.00	7,335.46		3,664.54	3,664.54
F 8340.430	SYS MAINT/REPAIRS/MATLS	46,500.00		46,500.00	23,591.58		22,908.42	22,908.42
F 8340.450	EQUIPMENT REPAIR	11,000.00	3,500.00-	7,500.00	2,040.85		5,459.15	5,459.15
F 8340.460	SAFETY AND SCHOOLING	8,800.00		8,800.00	6,367.91		2,432.09	2,432.09
F 8340.470	WATER TOWER PAINTING	44,000.00		44,000.00			44,000.00	44,000.00
F 8340.480	SYSTEM UPGRADES/IMPROV	8,000.00		8,000.00	2,884.46		5,115.54	5,115.54
	TOTAL	273,719.00*	3,500.00C	270,219.00*	163,198.40*	*	107,020.60*	107,020.60*
	TOTAL HOME & COMM SERVS	547,075.00*	*	547,075.00*	360,369.43*	*	186,705.57*	186,705.57*
	WATER APPROPRIATIONS							
	DETAIL EXPEND/OTHER USE							
	EMPLOYEE BENEFITS							
F 9010.800	STATE RETIREMENT	65,000.00		65,000.00	36,686.01		28,313.99	28,313.99
F 9030.800	SOCIAL SECURITY	20,000.00		20,000.00	14,654.77		5,345.23	5,345.23
F 9040.800	WORKMEN'S COMPENSATION	2,500.00		2,500.00	2,263.90		236.10	236.10
F 9050.800	UNEMPLOYMENT INSURANCE	2,000.00		2,000.00			2,000.00	2,000.00
F 9060.800	HOSP/MEDICAL INSURANCE	68,000.00		68,000.00	53,868.93		14,131.07	14,131.07
	TOTAL	157,500.00*	*	157,500.00*	107,473.61*	*	50,026.39*	50,026.39*
	DEBT SERVICE FUND							
F 9710.600	BOND PRINCIPAL	47,950.00		47,950.00	30,200.00		17,750.00	17,750.00
F 9710.700	BOND INTEREST	36,974.50		36,974.50	32,282.50		4,692.00	4,692.00
F 9720.000	STATUT BOND-WATER TANK							
F 9730.000	BOND ANTICIPATED NOTES	5,408.78		5,408.78	8,408.78		3,000.00-	3,000.00-
F 9785.600	PRINCIPAL							
F 9785.700	INTEREST							
	TOTAL DEBT SERVICE	90,333.28*	*	90,333.28*	70,891.28*	*	19,442.00*	19,442.00*
F 9901.000	INTERFUND TRANSFER OUT							
	TOT EXPEND. & OTHR USES	888,408.28*	*	888,408.28*	610,224.72*	*	278,183.56*	278,183.56*

ACCOUNT NUMBER	ACCOUNT NAME	YEAR TO DATE BUDGET	TRANSFERS	ADJUSTED BUDGET	EXPENDITURES	ENCUMBRANCE OPEN PO'S REMAINING	UNENCUMBERED AMOUNT	BALANCE TO SPEND
	WATER FUND REVENUES							
	HOME & COMMUNITY SERVCS							
	WATER SALES & CHARGES							
F 2140.000	METERED WATER SALES	7,000.00-		7,000.00-	4,797.88-		2,202.12-	2,202.12-
F 2142.000	UNMTERED WTR SALES-VILL	520,000.00-		520,000.00-	397,234.70-		122,765.30-	122,765.30-
F 2142.100	UNMTERED WTR SALES-TOWN	250,000.00-		250,000.00-	181,561.60-		68,438.40-	68,438.40-
F 2144.000	WATER SERVICE CHARGES	4,000.00-		4,000.00-	1,400.00-		2,600.00-	2,600.00-
F 2144.100	WATER BILLABLE SERVICES	1,000.00-		1,000.00-			1,000.00-	1,000.00-
F 2148.000	INTEREST & PENALTIES				4,709.35-			4,709.35
	TOTAL DEPT.INCOME	782,000.00C	*	782,000.00C	589,703.53C	*	197,005.82C	192,296.47C
F 2378.100	WATER SERVS-WATER DISTR				253.44-			253.44
F 2378.000	WATER SERVICES-SUNMOUNT	62,000.00-		62,000.00-	48,138.75-		13,861.25-	13,861.25-
	TOTAL INTER'GVMNT CHGS	62,000.00C	*	62,000.00C	48,392.19C	*	13,861.25C	13,607.81C
	USE OF MONEY & PROPERTY							
F 2401.000	INTEREST & EARNINGS				5.11-			5.11
F 2410.000	RENTS - REAL PROPERTY	44,408.28-		44,408.28-	28,921.02-		15,487.26-	15,487.26-
F 2416.000	WATER-RENTAL OF EQUIPMT							
F 2440.000	RENTAL - OTHER							
	TOTAL USE OF MONEY	44,408.28C	*	44,408.28C	28,926.13C	*	15,487.26C	15,482.15C
	SALE/PROP.COMP/FOR LOSS							
F 2660.000	SALE OF REAL PROPERTY							
F 2665.000	SALE OF EQUIPMENT							
F 2680.000	INSURANCE RECOVERIES							
	TOT.S/PROP.C/LOSS	*	*	*	*	*	*	*
	MISC. LOCAL SOURCES							
F 2701.000	REFUNDS-PRIOR YEARS							
F 2770.000	UNCLASSIFIED REVENUES							
	TOT.MISC.LOCAL SOURCES	*	*	*	*	*	*	*
	STATE AID							
F 3960.000	EMERGENCY DISASTER ASST							
	TOTAL	*	*	*	*	*	*	*
	FEDERAL AID							
F 4960.000	EMERGENCY DISASTER ASST							
	TOTAL	*	*	*	*	*	*	*
	TOTAL REVENUES	888,408.28C	*	888,408.28C	667,021.85C	*	226,354.33C	221,386.43C
	OTHER SOURCES							
F 5031.000	INTERFUND TRANSFERS				25,045.86-			25,045.86
F 5060.000	RETIREMENT SYS CREDITS							
	TOTAL OTHER SOURCES	*	*	*	25,045.86C	*	*	25,045.86*
	TOT.REV.& OTH.SOURCES	888,408.28C	*	888,408.28C	692,067.71C	*	226,354.33C	196,340.57C
F 999.990	APPRO. F/B BUDGET							
	TOT.REV.APPRO.F/B	888,408.28C	*	888,408.28C	692,067.71C	*	226,354.33C	196,340.57C

ACCOUNT NUMBER	ACCOUNT NAME	YEAR TO DATE BUDGET	TRANSFERS	ADJUSTED BUDGET	EXPENDITURES	ENCUMBRANCE OPEN PO'S REMAINING	UNENCUMBERED AMOUNT	BALANCE TO SPEND
	SEWER FUND APPROPRI'TNS							
	SPECIAL ITEMS							
G 1320.400	AUDITORS-CONT'L EXPSES	2,500.00		2,500.00	978.00		1,522.00	1,522.00
G 1380.400	FISCAL AGENT FEES	5,000.00		5,000.00			5,000.00	5,000.00
G 1420.100	LAW PERS SERVICE - REG	5,000.00		5,000.00	1,833.30		3,166.70	3,166.70
G 1440.400	ENGINEERS	20,000.00		20,000.00	16,446.13		3,553.87	3,553.87
G 1990.400	CONTINGENCY	20,000.00		20,000.00			20,000.00	20,000.00
	TOTAL	52,500.00*	*	52,500.00*	19,257.43*	*	33,242.57*	33,242.57*
	HOME & COMMUNITY SERVCS							
	SEWER ADMINISTRATION							
G 8110.100	PERSONAL SERVICES - REG	59,995.00		59,995.00	46,514.89		13,480.11	13,480.11
G 8110.120	PERSONAL SERVICES - OT							
G 8110.140	PERSONAL SERVICE - STBY							
	TOTAL 8110.1	59,995.00*	*	59,995.00*	46,514.89*	*	13,480.11*	13,480.11*
G 8110.200	EQUIPMENT	4,000.00		4,000.00	1,251.94		2,748.06	2,748.06
G 8110.400	MISC/CONTR EXPENSES	5,000.00		5,000.00	7,045.40		2,045.40-	2,045.40-
G 8110.450	OFFICE SUPPLIES/POSTAGE	11,000.00		11,000.00	7,687.68		3,312.32	3,312.32
G 8110.460	DUES AND SCHOOLING	3,000.00		3,000.00	733.10		2,266.90	2,266.90
G 8110.480	COMPUTER SUPPORT	16,000.00		16,000.00	14,566.68		1,433.32	1,433.32
	TOTAL	98,995.00*	*	98,995.00*	77,799.69*	*	21,195.31*	21,195.31*
	SANITARY SEWERS							
G 8120.100	PERSONAL SERVICES - REG	90,328.00		90,328.00	69,636.66		20,691.34	20,691.34
G 8120.120	PERSONAL SERVICES - OT	24,000.00		24,000.00	13,956.66		10,043.34	10,043.34
G 8120.140	PERSONAL SERVICES -STBY	6,000.00		6,000.00	3,468.75		2,531.25	2,531.25
	TOTAL 8120.1	120,328.00*	*	120,328.00*	87,062.07*	*	33,265.93*	33,265.93*
G 8120.200	EQUIPMENT	5,000.00		5,000.00	3,678.34		1,321.66	1,321.66
G 8120.400	BLDG/GROUNDS/CONTR	30,000.00		30,000.00	11,481.75		18,518.25	18,518.25
G 8120.410	FUEL	16,000.00		16,000.00	9,772.01		6,227.99	6,227.99
G 8120.420	LAB SERVICES				90.61			90.61-
G 8120.430	SYS MAINT/REPAIRS/MATLS	50,000.00		50,000.00	19,351.79		30,648.21	30,648.21
G 8120.450	EQUIPMENT REPAIR	5,000.00		5,000.00	3,435.86		1,564.14	1,564.14
G 8120.480	SYSTEM UPGRADES/IMPROV	115,000.00		115,000.00	63,627.16		51,372.84	51,372.84
	TOTAL	341,328.00*	*	341,328.00*	198,499.59*	*	142,919.02*	142,828.41*
	SEWAGE TRTMNT & DISPOSL							
G 8130.100	PERSONAL SERVICES - REG	131,560.00		131,560.00	86,272.03		45,287.97	45,287.97
G 8130.120	PERSONAL SERVICES - OT	30,000.00		30,000.00	20,166.05		9,833.95	9,833.95
G 8130.140	PERSONAL SERVICES -STBY	7,500.00		7,500.00	4,993.50		2,506.50	2,506.50
	TOTAL 8130.1	169,060.00*	*	169,060.00*	111,431.58*	*	57,628.42*	57,628.42*
G 8130.200	EQUIPMENT	10,000.00		10,000.00	8,073.45		1,926.55	1,926.55
G 8130.400	BLDG/GROUNDS/CONTR	83,000.00		83,000.00	71,923.56		11,076.44	11,076.44
G 8130.410	FUEL	14,000.00		14,000.00	2,931.00		11,069.00	11,069.00
G 8130.420	LAB SERVICES	6,000.00		6,000.00	9,312.00		3,312.00-	3,312.00-
G 8130.430	SYS MAINT/REPAIRS/MATLS	17,000.00		17,000.00	6,154.27		10,845.73	10,845.73
G 8130.440	CHEMICALS	10,000.00		10,000.00	8,208.15		1,791.85	1,791.85
G 8130.460	SAFETY AND SCHOOLING	10,000.00		10,000.00	6,434.10		3,565.90	3,565.90
G 8130.470	SLUDGE REMOVAL	37,000.00		37,000.00	26,542.93		10,457.07	10,457.07
	TOTAL	356,060.00*	*	356,060.00*	251,011.04*	*	105,048.96*	105,048.96*

ACCOUNT NUMBER	ACCOUNT NAME	YEAR TO DATE BUDGET	TRANSFERS	ADJUSTED BUDGET	EXPENDITURES	ENCUMBRANCE OPEN PO'S REMAINING	UNENCUMBERED AMOUNT	BALANCE TO SPEND
	TOT HOME & COMM SERVICE	796,383.00*	*	796,383.00*	527,310.32*	*	269,163.29*	269,072.68*
	EMPLOYEE BENEFITS							
G 9010.800	STATE RETIREMENT	65,000.00		65,000.00	36,686.01		28,313.99	28,313.99
G 9030.800	SOCIAL SECURITY	27,000.00		27,000.00	17,830.48		9,169.52	9,169.52
G 9040.800	WORKMEN'S COMPENSATION	2,500.50		2,500.50	2,263.89		236.61	236.61
G 9050.800	UNEMPLOYMENT INSURANCE	2,000.00		2,000.00			2,000.00	2,000.00
G 9060.800	HOSP/MEDICAL INSURAMCE	68,000.00		68,000.00	52,195.66		15,804.34	15,804.34
	TOT EMPL BENEFITS	164,500.50*	*	164,500.50*	108,976.04*	*	55,524.46*	55,524.46*
	SEWER FUND APPROPRI'TNS							
	DEBT SERVICE							
G 9710.600	PRINCIPAL	7,250.00		7,250.00	51,887.00		44,637.00-	44,637.00-
G 9710.700	INTEREST	10,976.50		10,976.50	15,682.50		4,706.00-	4,706.00-
G 9720.600	VAC-CON PRINCIPAL	44,637.00		44,637.00			44,637.00	44,637.00
G 9720.700	VAC-CON INTEREST	4,706.00		4,706.00			4,706.00	4,706.00
G 9730.700	BAN - INTEREST							
G 9785.000	INSTALLMENT PURCH DEBT							
G 9785.600	PRINCIPAL							
G 9785.700	INTEREST							
G 9790.000	NYS EFC LOANS	10,359.00		10,359.00	10,359.00			
	TOTAL DEBT SERVICE	77,928.50*	*	77,928.50*	77,928.50*	*	*	*
G 9901.900	TRANSFER TO OTH.FUNDS							
	TOT EXPEND. & OTHR USES	1091,312.00*	*	1091,312.00*	733,472.29*	*	357,930.32*	357,839.71*

ACCOUNT NUMBER	ACCOUNT NAME	YEAR TO DATE BUDGET	TRANSFERS	ADJUSTED BUDGET	EXPENDITURES	ENCUMBRANCE OPEN PO'S REMAINING	UNENCUMBERED AMOUNT	BALANCE TO SPEND
	SEWER FUND REVENUES							
	HOME & COMMUNITY SERVCS							
	SEWER RENTS & CHARGES							
G 2120.000	SEWER RENTS-VILLAGE	554,699.20-		554,699.20-	416,876.06-		137,823.14-	137,823.14-
G 2120.100	SEWER RENTS-TOWN	220,563.10-		220,563.10-	166,159.49-		54,403.61-	54,403.61-
G 2122.000	SEWER SERVICE CHARGES	3,400.80-		3,400.80-	7,262.08-		3,861.28	3,861.28
G 2122.100	SEWER BILLABLE SERVICES							
G 2128.000	INTEREST & PENALTIES				5,288.35-			5,288.35
	TOTAL DEPT.INCOME	778,663.10C	*	778,663.10C	595,585.98C	*	188,365.47C	183,077.12C
	INTERGOVERNMENTAL CHGS							
G 2374.000	SEW SERV OTH GOVT-SUNMT	70,000.00-		70,000.00-	61,452.54-		8,547.46-	8,547.46-
G 2374.100	SEWER SRVCS-SEWER DISTR				3,931.20-			3,931.20
	TOTAL INTER'GVMNT CHGS	70,000.00C	*	70,000.00C	65,383.74C	*	8,547.46C	4,616.26C
	USE OF MONEY & PROPERTY							
G 2401.000	INTEREST & EARNINGS				10.24-			10.24
G 2416.000	RENTAL-EQUIPMENT							
	TOTAL USE OF MONEY	*	*	*	10.24C	*	*	10.24*
	SALE/PROP.COMP/FOR LOSS							
G 2665.000	SALE OF EQUIPMENT							
G 2680.000	INSURANCE RECOVERIES				36.10-			36.10
	TOT.S/PROP.C/LOSS	*	*	*	36.10C	*	*	36.10*
	MISC. LOCAL SOURCES							
G 2701.000	REFUNDS-PRIOR YEARS							
G 2770.000	UNCLASSIFIED REV SUNMT							
G 2770.100	MISC UNCLASSIFIED REV							
	TOT.MISC.LOCAL SOURCES	*	*	*	*	*	*	*
	TOTAL REVENUES	848,663.10C	*	848,663.10C	661,016.06C	*	196,912.93C	187,647.04C
	OTHER SOURCES							
G 5031.000	INTERFUND TRANSFERS				17,480.00-			17,480.00
G 5060.000	RETIREMENT SYS CREDITS							
G 5710.000	SERIAL BONDS PROCEEDS							
G 5720.000	STATUTORY BONDS							
	TOTAL OTHER SOURCES	*	*	*	17,480.00C	*	*	17,480.00*
	TOT.REV.& OTH.SOURCES	848,663.10C	*	848,663.10C	678,496.06C	*	196,912.93C	170,167.04C
G 999.990	APPRO. F/B BUDGET	242,648.90-		242,648.90-			242,648.90-	242,648.90-
	TOT.REV. APPRO. F/B	1091,312.00C	*	1091,312.00C	678,496.06C	*	439,561.83C	412,815.94C

FitzGerald Morris
Baker Firth

John D. Aspland, Jr.
Partner
jda@fmbf-law.com

March 13, 2017

RECEIVED
MAR 16 2017

Mary Casagrain, Village Clerk
Village of Tupper Lake
53 Park St. P.O. Box 1290
Tupper Lake, NY12986-1299

Re: Bethany Cassell, et al. Village of Tupper Lake, et al.
File No.: 10005-0081

Dear Ms Casagrain:

This office has been retained by New York Municipal Insurance Reciprocal to defend the Village of Tupper Lake with respect to the above captioned litigation. If at any time you have any questions concerning this case or the defense please feel free to call me.

You should not discuss this case or the accident with anyone who is not a representative of this office or New York Municipal Insurance Reciprocal. If you have already done so we would appreciate being advised.

Lastly, you must preserve any information or documentation relating to this matter. The information to be preserved includes but is not limited to: notes, records, documents, electronic files, emails, photographs, videos, digital images, audio recordings and other electronic data that is either relevant, maybe relevant or concerns the facts or claims associated with this litigation.

We look forward to working with you on this matter.

Very truly yours,

John D. Aspland, Jr.

JDA/jac
cc: Marie A. Barker, JD., CPCU, Claim #VTUPP-2016-001-002 *(via email)*
New York Municipal Insurance Reciprocal

Subject: Fiscal Stress Monitoring System Status Notification
From: LocalGov@osc.state.ny.us
Date: 3/6/2017 10:43 AM
To: villtupplake@centralny.twcbc.com

Office of the NEW YORK
STATE COMPTROLLER
NYS Comptroller
THOMAS P. DiNAPOLI

Division of Local Government and School Accountability
Deputy Comptroller Gabriel F. Deyo

User Name:
160401504940
Password:
RNK314TU04

Dear Village Clerk-Treasurer Casagrain:

In 2013, Comptroller DiNapoli implemented a statewide fiscal monitoring system to identify local governments experiencing fiscal stress. This system provides an objective picture of the fiscal challenges facing local governments and school districts so that corrective actions can be taken to avoid a fiscal crisis.

This letter is to notify you that as of December 30, 2016, our review of the 2016 AUD (annual financial report) for your Village has been completed. Detailed information about your Village's fiscal stress condition is available on our website by using the user name and password above.

The table below provides the financial and environmental scores and designations for the most recent and two previous years.

	Financial Stress		**Environmental Stress**	
FYE	**Score**	**Designation**	**Score**	**Designation**
2014	No Designation	34.6%	No Designation	21.7%
2015	No Designation	6.3%	No Designation	24.2%
2016	No Designation	12.5%	No Designation	18.3%

We recently conducted a webinar to help local officials understand how to interpret their scores and to prepare for public inquiries and media reaction. If you were unable to participate in the live webinar, you may view it here. We also have additional tools available that you may find useful.

You should be aware that scores will be released to the public in the

near future and you may receive questions about your score/designation as well as any notable changes and trends.

For additional information on scores and designation categories refer to the Fiscal Stress Report. Please contact the Division of Local Government and School Accountability with any questions you may have at (866) 321-8503.

Sincerely,

Tracey Hitchen Boyd

Assistant Comptroller

cc:CEO

The Office of the New York State Comptroller
110 State Street - Albany, NY 12236
Division of Local Government and School Accountability | (866) 321-8503

Notice: This communication, including any attachments, is intended solely for the use of the individual or entity to which it is addressed. This communication may contain information that is protected from disclosure under State and/or Federal law. Please notify the sender immediately if you have received this communication in error and delete this email from your system. If you are not the intended recipient, you are requested not to disclose, copy, distribute or take any action in reliance on the contents of this information.

Village of Tupper Lake

County: Franklin
MuniCode: 160401504940

Fiscal Year: 2016
Stress Level: No Designation

Indicator	Description	Year	Data			Points	Weight	Score
1 Assigned and Unassigned Fund Balance	**General Fund Only** 3 Points ≤ 3.33% Last Fiscal Year 2 Points > 3.33% But ≤ 6.67% Last Fiscal Year 1 Point > 6.67% But ≤ 10% Last Fiscal Year **Combined Funds Minus General Fund** 1 Point = Combined Funds Calculation < General Fund Calculation	2016	Assigned Unassigned FB (Codes 915 & 917 General Fund) Assigned Unassigned FB (Codes 915, 917, 924 Combined Funds) Gross Expenditures (General Fund) Gross Expenditures (Combined Funds) Assigned Unassigned FB / Gross Exp (General Fund) Assigned Unassigned FB / Gross Exp (Combined Funds)	553,218 842,046 3,274,316 5,332,830 16.9% 15.8%	 0 pts 1 pt	1	50%	12.50%
2 Total Fund Balance	**General Fund Only** 3 Points ≤ 10% Last Fiscal Year 2 Points > 10% But ≤ 15% Last Fiscal Year 1 Point > 15% But ≤ 20% Last Fiscal Year **Combined Funds Minus General Fund** 1 Point = Combined Funds Calculation < General Fund Calculation	2016	Account code: 8029 (General Fund) Account code: 8029 (Combined Funds) Gross Expenditures (General Fund) Gross Expenditures (Combined Funds) 8029 / Gross Exp (General Fund) 8029 / Gross Exp (Combined Funds)	638,599 1,170,076 3,274,316 5,332,830 19.5% 21.9%	 1 pt 0 pts	1		
3 Operating Deficit	**Combined Funds** 3 Points = Deficits in 3/3 Last Fiscal Years or a Deficit in the Last Fiscal Year ≤ -10% 2 Points = Deficits in 2/3 Last Fiscal Years 1 Point = Deficit in 1/3 Last Fiscal Years	2014 2015 2016 2016	Gross Revenues (Combined Funds) Gross Expenditures (Combined Funds) Deficit (Combined Funds) Gross Revenues (Combined Funds) Gross Expenditures (Combined Funds) Deficit (Combined Funds) Gross Revenues (Combined Funds) Gross Expenditures (Combined Funds) Deficit (Combined Funds) Deficit / Gross Expenditures (Combined Funds)	4,448,456 4,378,783 69,673 4,576,668 4,121,429 455,239 5,374,452 5,332,830 41,622 0.8%	 0 pts 0 pts 0 pts 0 pts	0	10%	0.00%
4 Cash Ratio	**Combined Funds** 3 Points ≤ 50% Last Fiscal Year 2 Points > 50% But ≤ 75% Last Fiscal Year 1 Point > 75% But ≤ 100% Last Fiscal Year	2016	Cash and Investment Account Codes 200-223, 450, 451 Net Current Liability Account Codes 600-626 & 631-668 Less Codes 280, 290, 295 Cash Investment / Current Liability	870,738 268,139 324.7%	 0 pts	0	20%	0.00%
5 Cash as a % of Monthly Expenditures	**Combined Funds** 3 Points ≤ 33.3% Last Fiscal Year 2 Points > 33.3% But ≤ 66.7% Last Fiscal Year 1 Point > 66.7% But ≤ 100% Last Fiscal Year	2016	Account codes: 200, 201, 450, 451 Average Monthly Gross Expenditures (Total Gross/12) Cash / Avg Monthly Exp	870,588 444,403 195.9%	 0 pts	0		
6 Short Term Debt Issuance	**All Funds** 3 Points > 15% Last Fiscal Year 2 Points > 5% But ≤ 15% Last Fiscal Year 1 Point > 0% But ≤ 5% Last Fiscal Year	2016	Short Term Debt Issued Total Revenues (General Fund) Debt / Total Revenues (General Fund)	- 3,069,307 0.0%	 0 pts	0	10%	0.00%
7 Short Term Debt Issuance Trend	**All Funds** 3 Points = Issuance In Each of Last Three Fiscal Years or Issued a Budget Note In Last Fiscal Year 2 Points = Issuance In Each of Last Two Fiscal Years 1 Point = Issuance In Last Fiscal Year	2014 2015 2016 2016	Short Term Debt Issued Short Term Debt Issued Short Term Debt Issued Budget Note Issued	- - - No	0 pts 0 pts 0 pts 0 pts	0		

Village of Tupper Lake

County: Franklin
MuniCode: 160401504940

Fiscal Year: 2016
Stress Level: No Designation

8 Personal Services and Employee Benefits as a % of Revenues	**All Funds** 3 Points = Last Three Fiscal Year Average ≥ 75% 2 Points = Last Three Fiscal Year Average ≥ 70% But < 75% 1 Point = Last Three Fiscal Year Average ≥ 65% But < 70%	2014	Personal Services and Employee Benefits	3,284,805		0	10%	0.00%
			Total Revenues	9,624,032				
			Pers Svc & Benefits / Revenues	34.1%				
		2015	Personal Services and Employee Benefits	3,386,540				
			Total Revenues	8,486,405				
			Pers Svc & Benefits / Revenues	39.9%				
		2016	Personal Services and Employee Benefits	3,430,117				
			Total Revenues	8,713,991				
			Pers Svc & Benefits / Revenues	39.4%				
			Average Pers Svc & Benefits / Revenues	37.8%	0 pts			
9 Debt Service as a % Revenues	**All Funds** 3 Points = Last Three Fiscal Year Average ≥ 20% 2 Points = Last Three Fiscal Year Average ≥ 15% But < 20% 1 Point = Last Three Fiscal Year Average ≥ 10% But < 15%	2014	Debt Service - Current Refunding	122,076		0		
			Total Revenues	9,624,032				
			Debt Service / Revenues	1.3%				
		2015	Debt Service - Current Refunding	116,432				
			Total Revenues	8,486,405				
			Debt Service / Revenues	1.4%				
		2016	Debt Service - Current Refunding	111,556				
			Total Revenues	8,713,991				
			Debt Service / Revenues	1.3%				
			Average Net Debt Service / Revenues	1.3%	0 pts			
				TOTAL				**12.5%**

Gross Revenues = Revenues and Other Sources
Total Revenues = Revenues
Gross Expenditures = Expenditures and Other Uses
Total Expenditures = Expenditures

	General Fund	Combined Funds
Villages	A	A, FX, G, ES, EW

	Percent Range (out of 29 max pts)
Significant Fiscal Stress	65 - 100%
Moderate Fiscal Stress	55 - 64.9%
Susceptible Fiscal Stress	45 - 54.9%
No Designation	0 - 44.9%

Note: Fiscal data may change after fiscal stress scores are released for a given year. As a result, the data presented in this workbook may vary from previously released data.

As of 30-DEC-2016

RNK314TU04