

Village of Tupper Lake

Board of Trustees

Agenda

Date: Tuesday, January 22, 2013
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 Collin Gillis.
3. Meeting open for public comment limited to three (3) minutes per person concerning a motion on the table at the December 17, 2012 meeting supporting a resolution to open the UMP.
4. Mr. Dan McClelland would like to address the Village Board concerning "Next Stop Tupper Lake".
5. Mr. James Foti would like to address the Village Board concerning the proposed modification to the "Fence Ordinance."
6. Regrettably accept the resignation of Ms. Ellen N. Maroun as committee chairperson of our Community Appearance sub-committee of the TL Revitalization Committee.
7. Authorization for the NYS Ice Pro-Am Corporation to move their Ice Fishing Tournament to March 8-10, 2013 due to ice conditions on Racquette Pond.
8. Authorization for Mr. David Rodney and Ms. Wendy Kendall to utilize the municipal overlook near the Sunset Motel on August 10, 2013 for a wedding ceremony from 12: pm to 4: pm.
9. Reminder that the AMEC-Adirondack Motor Enthusiast Corporation will be hosting a two-day ice race January 26 & 27, 2013 on Racquette Pond.
10. Reminder that the Tupper Lake Rotary and Lions Club will be hosting their Third Annual Rotary/Lions "Fire & Ice Tournament" Saturday, February 16, 2013 in the Municipal Park.
11. The Wild Center is holding a public meeting on behalf of ANCA, unveiling the North Country Sustainability Plan on Wednesday, January 23rd, 2013. In light of our recent grant news someone from the Village should be present.
12. Report that we did not receive any bids for the sale Woulf Avenue East lot.
13. Meeting open for public comment (Limit five (5) minutes per person)
14. Mayor's Announcement(s) and Miscellaneous:
 - a. Approve the Board Minutes from December 17, 2012 and January 15, 2013.

Department Reports

Small Cities:

1. We have received notice that our application for assistance under the HOME Local Administrators Program for 2012 was not selected for funding.

Code Enforcement:

1. Approve December's Monthly Report.
2. Authorization to approve Local Law #3-2012 for the proposed amendments to our Fencing Ordinance.

Fire:

1. Approve December's Monthly Report.
2. Review newly adopted Constitution of By-Laws of the Tupper Lake Volunteer Fire Department, Inc.
3. Acknowledge receipt of a donation to the Tupper Lake Volunteer Fire Department in the amount of \$250.00 from our insurance broker Burnham Benefit Advisors.

DPW:

1. Further discuss the feasibility of an outdoor ice rink at the Municipal Park.
2. Request to have Surveyor John Martino research whether there is a survey of Hosley Avenue available in preparation of spring work in the area for our Multi-use Trail Project.
3. Formally approve our annual Agreement for Expenditures of Highway Moneys with the Franklin County Highway Department for 2013.

Police:

1. Approve December's Monthly Reports.
2. Formally approve acceptance of \$1,277.64 in funding from Franklin County STOP-DWI for our participation in the program in 2012.

WWW:

1. Formally accept Water/Wastewater Worker Mr. Martin Fuller's resignation of retirement effective February 3, 2013 after 33 years of service to the Village of Tupper Lake; wish him well in his retirement.
2. Authorize Mayor Maroun to execute our annual utilities contract with Sunmount DDSO for period April 1, 2013 thru March 31, 2014, contract number 51420, C152735#35.
3. Authorize Mayor Maroun to execute a contract with HydroSource Associates, Inc. to conduct work for our groundwater project as proposed.

Electric:

1. There will be a 3.3% reduction in firm hydro energy sales on a pro-rata basis to all hydropower customers for the period February 1 through 28, 2013.
2. Announce that Mr. Lenny Catalino will be retiring after 20 years with the NYPA.
3. Authorize Mayor Maroun to execute a Pole License Agreement with Slic Network Solutions as proposed.
4. Review and approve drafted bid specs for the necessary upgrades to the ball park light towers, set bid opening date.
5. Discuss next steps with investing in Capital Property Records software for our Electric Utility.
6. Request for authorization to remove outstanding customer account balances totaling \$48,407.49 from our collection agency IC Systems because they are inactive and need to be written off, they are for service years of 2003-2006. Efforts will be continued in-house to collect the funds.
7. Request to discharge a deceased customer's account balance totaling \$35.21.

Treasurer:

1. Approve the January 22, 2013 warrant in the amount of \$618,777.47 for payment of the bills and abstracts for month of December 2012.
2. Review the monthly cash position as of December 31, 2012.
3. Approve necessary budget transfers for the General and Water/Wastewater funds for the recent CSEA Collective Bargaining Contact settlement.
4. Reminder that we will be closed on February 18, 2013 for Presidents Day and our monthly meeting will be held on Tuesday, February 19, 2013 next month.
5. Review the 2012 Franklin County Self-Insurance projections for 2013.
6. Authorization for Mayor Maroun to execute a 1-year service agreement with Penn Power Systems for the Fire, Police and K of C Emergency Generators.

10-Minute Call-in Period:

Executive Session:

Village of Tupper Lake

Board of Trustees

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3. Free Lead Based Paint Training Course offered in Tupper Lake on February 21, 2013 at the Goff Nelson Memorial Library, Paul Smiths on March 28, 2013 and Malone on April 11, 2013. Flyers will mailed to local contractors in the next week.

Fire:

1. Approve December's Monthly Report.
2. Review newly adopted Constitution of By-Laws of the Tupper Lake Volunteer Fire Department, Inc.
3. Acknowledge receipt of a donation to the Tupper Lake Volunteer Fire Department in the amount of \$250.00 from our insurance broker Burnham Benefit Advisors.
4. 54 Pagers have been recently replaced through a grant with Franklin County. *5. weed paper*

DPW:

1. Further discuss the feasibility of an outdoor ice rink at the Municipal Park. *7. albatrop*
2. Request to have Surveyor John Martino research whether there is a survey of Hosley Avenue available in preparation of spring work in the area for our Multi-use Trail Project.
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*Resignation
2. SC Request
John D. Fuller*

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10-Minute Call-in Period:

Executive Session: Personnel and Negotiations.

*Village of Tupper Lake
January 22, 2013*

**RESOLUTION PETITIONING THE NYSDOT AND NYSDEC TO REVIEW AND
UPDATE ITS RAILWAY CORRIDOR UNIT MANAGEMENT PLAN**

***Whereas, the NYSDOT and NYSDEC have not updated the
Railway Corridor Unit Management Plan for the corridor extending
from Utica to Lake Placid in 15 years, the last being in 1997 and***

***Whereas, there exist the possibilities of other positive coordinated uses
of the corridor, and***

***Whereas these uses will enhance the economic vitality of
the Adirondack Region, the Community of Tupper Lake and***

***Whereas, the hearings required by a UMP update will provide an
on-the-record process allowing all stakeholders the opportunity to
express their respective points of view and for unbiased fact-finding
and***

***Whereas, the update procedure will run in a proscribed and unbiased
way that would negate the need for localities such as the Town of
Tupper Lake or Village of Tupper Lake to conduct their own fact-finding
process, then,***

***Therefore, Be It Resolved, that the Tupper Lake Village Board hereby
petitions the NYSDOT and NYSDEC to quickly review and update the
Railway corridor Unit Management Plan for the corridor extending from
Utica to Lake Placid.***

Sign In Sheet VTL Regular Meeting January 22, 2013 6:00 PM

Please Print Name	Signature	Do you want to address the Board of Trustees?
1. Kathleen Lefebvre	Kathleen Lefebvre	<input checked="" type="radio"/> Y <input type="radio"/> N
X 2. DEAN LEFEBVRE	Dean Lefebvre	<input type="radio"/> Y <input checked="" type="radio"/> N
X 3. PHIL GALLOS	Phil Gallos	<input type="radio"/> Y <input checked="" type="radio"/> N
X 4. Ron LoScala	Ron LoScala	<input type="radio"/> Y <input checked="" type="radio"/> N
X 5. Jess Collier	Jess Collier	<input type="radio"/> Y <input checked="" type="radio"/> N
X 6. Dan McEll	Dan McEll	<input type="radio"/> Y <input checked="" type="radio"/> N
X 7. Kathleen Lefebvre	Kathleen Lefebvre	<input type="radio"/> Y <input checked="" type="radio"/> N
X 8. SUSAN LAWSON	SUSAN LAWSON	<input type="radio"/> Y <input checked="" type="radio"/> N
X 9. TOM LAWSON	TOM LAWSON	<input type="radio"/> Y <input checked="" type="radio"/> N
X 10. David L. Mecklenburg	David L. Mecklenburg	<input type="radio"/> Y <input checked="" type="radio"/> N
X 11. Neil Pickering	Neil Pickering	<input type="radio"/> Y <input checked="" type="radio"/> N
X 12. D AND TONKIN	D AND TONKIN	<input checked="" type="radio"/> Y <input checked="" type="radio"/> N
X 13. Maureen Peroy	Maureen Peroy	<input checked="" type="radio"/> Y <input checked="" type="radio"/> N
X 14. Kathleen Keniston	Kathleen Keniston	<input type="radio"/> Y <input checked="" type="radio"/> N
X 15. GARY BEAUBETTE	Gary Beaubette	<input type="radio"/> Y <input checked="" type="radio"/> N
X 16. Chris Keniston	Chris Keniston	<input type="radio"/> Y <input checked="" type="radio"/> N
X 17. Reese Fleury	Reese Fleury	<input type="radio"/> Y <input checked="" type="radio"/> N
X 18. Andrew Fleury	Andrew Fleury	<input type="radio"/> Y <input checked="" type="radio"/> N
X 19. S. Orlando	S. Orlando	<input type="radio"/> Y <input checked="" type="radio"/> N
X 20. M. Kendall	M. Kendall	<input type="radio"/> Y <input checked="" type="radio"/> N
Asst. Secretary		

Sign In Sheet VTL Regular Meeting January 22, 2013 6:00 PM

Print Name	Signature	Do you want to address the Board of Trustees?
1. <u>Cyndra Kallay</u>	<u>[Signature]</u>	<input checked="" type="radio"/>
2. <u>Anne Gibbs</u>	<u>[Signature]</u>	<input type="radio"/>
3. <u>Rudy Gibbs</u>	<u>[Signature]</u>	<input type="radio"/>
4. <u>Sandy Young</u>	<u>[Signature]</u>	<input type="radio"/>
5. <u>DONNA MALISZEWSKI</u>	<u>[Signature]</u>	<input type="radio"/>
X 6. <u>JAY O'DOWD</u>	<u>[Signature]</u>	<input type="radio"/>
7. <u>Jerry Fletcher</u>	<u>[Signature]</u>	<input type="radio"/>
8. <u>Wayne Buzzell</u>	<u>[Signature]</u>	<input checked="" type="radio"/>
9. <u>Charlene McCulloch</u>	<u>[Signature]</u>	<input type="radio"/>
10. <u>JAMIE BATES</u>	<u>[Signature]</u>	<input type="radio"/>
11. <u>Shelby Italia</u>	<u>[Signature]</u>	<input type="radio"/>
12. <u>Charlie Sliger</u>	<u>[Signature]</u>	<input type="radio"/>
13. <u>Jake Madole</u>	<u>[Signature]</u>	<input type="radio"/>
14. <u>Erin Hughes</u>	<u>[Signature]</u>	<input type="radio"/>
15. <u>Liliana Ordozff</u>	<u>[Signature]</u>	<input type="radio"/>
16. <u>Travis Smith</u>	<u>[Signature]</u>	<input type="radio"/>
X 17. <u>M. Ernenwein</u>	<u>[Signature]</u>	<input type="radio"/>
X 18. <u>Barry Matton</u>	<u>[Signature]</u>	<input type="radio"/>
X 19. <u>Manica Parent</u>	<u>[Signature]</u>	<input type="radio"/>
X 20. <u>David Naoni</u>	<u>[Signature]</u>	<input type="radio"/>

REMSSEN-LAKE PLACID TRAVEL CORRIDOR
MANAGEMENT PLAN / ENVIRONMENTAL IMPACT STATEMENT

I. INTRODUCTION

A. THE FOLLOWING INTRODUCTION PRECEDED THE DRAFT REMSEN-LAKE PLACID CORRIDOR MANAGEMENT PLAN/EIS (SEPTEMBER, 1994.)

The Remsen-Lake Placid Corridor is classified in the Adirondack Park State Land Master Plan (APSLMP) as a Travel Corridor. Although Forest Preserve unit management plans are not mandatory for this classification, a joint decision was made by former Commissioners Thomas Jorling, Department of Environmental Conservation (NYSDEC), and Franklin White, Department of Transportation (NYSDOT.) In light of the unusual circumstances of this Travel Corridor, because of the desirability of public input and in recognition of the Corridor's importance as a State land resource within the Adirondack region, it seemed judicious to prepare a management plan. The Commissioners directed an inter-agency planning team to accomplish that goal. The planning team was formed in late 1991. They held their first meeting at the DEC sub-office in Herkimer on October 18 of that year. A second meeting occurred in Herkimer on December 18. These meetings generated some early accomplishments including the formation of a Citizen Advisory Committee (CAC.) (See page ix., Section IV., and Appendices 8. and 25.)

This "Remsen-Lake Placid Travel Corridor Management Plan/Environmental Impact Statement" contains natural resource, cultural and public use inventories; historical data and descriptions of proposed management options and actions. The unique character and complex resource structure of this unusual property requires a document of management direction entailing State Environmental Quality Review (SEQR) compliance. Ultimately, this document will guide the basic management of the Corridor for the ensuing five year period. It is not all-encompassing, rather its purpose is to set the parameters for future management of the Corridor. The plan is conceptual and the details of implementation will be contained in the lease agreement with any future developer. It is intended that this plan will give guidelines specific enough to direct the future public bid process and any agreement resulting from it. During the planning process and the ensuing public bid period, public input and possibly a committee of CAC members will be involved with the planning team in setting standards such as development sequences and time frames. The details will be worked out in the public bid process.

In late 1991, the Remsen-Lake Placid Corridor planning team rode the rails in a NYSDOT high rail van to view the subject of the management plan they had been charged to complete. The tour underscored the seriousness of the Corridor's degeneration and the great expense needed to restore it. It also instilled in the team members the realization that one thing is certain. Whether the travel corridor ultimately becomes a railroad, a recreational corridor, or a combination of both, the right-of-way of the old Adirondack Railroad is a valuable asset

2. **DISTURBANCE OF WETLANDS**

In order to minimize the impact of parallel trail construction on wetlands, trail construction methods will not include the placement of fill. Instead, wooden bridges and elevated walkways will be constructed where short sections of the trail will have to cross wetlands. APA wetlands protection permits will be issued as required. Where a long segment of the parallel trail will have to span a wetland area, the segment will not be constructed unless it could be routed around the area.

Herbicides used in Corridor maintenance will not be applied in or near wetlands.

3. **THE REMOVAL OF VEGETATION**

Vegetation within the bounds of the Corridor will be retained where practicable to screen the Corridor from view where it passes in close proximity to lakes and ponds, to wild, scenic, or recreational rivers and to residential homes. On segments where the rail bed is used only for recreational trail purposes, vegetation will only be removed in a swath of the minimum width necessary to protect the rail bed and to provide adequate sight distances on curves.

Herbicide applications made to remove vegetation will only be performed by certified applicators in accordance with all applicable laws. No applications will be made in wetlands or within 100 feet of wetland boundaries.

During parallel trail construction, vegetation will only be removed in a swath of the minimum width necessary to make the trail useable and as required to protect trail users. No herbicides will be used during trail construction and maintenance.

Pickering's reedgrass (*Calamagrostis pickeringii*) was found at a location within one-half mile of the corridor. The species is classified as rare on New York State's list of protected plants. No other plants included on the list are known to have been found on or adjacent to the Corridor. Should any other listed species exist in the vicinity of the Corridor, it is likely that it will be found in adjacent wetlands. Because no herbicides will be used in or near wetlands and appropriate measures will be taken to minimize the potential for sedimentation resulting from maintenance and construction activity, it is not likely that protected plants will be significantly affected by the implementation of the preferred alternative.

183 Raquette River Drive
Tupper Lake, NY 12986
January 16, 2013

rec.
1-16-13

The Honorable Paul A. Maroun, Mayor
Village of Tupper Lake
P.O. Box 1290
53 Park Street
Tupper Lake, NY 12986



Dear Mayor Maroun:

With sincere regret, I am submitting my resignation as chair of the Community Appearance sub-committee of the TL Revitalization Committee. This will also end my involvement with the larger Revitalization effort ably charted by Melissa McManus.

My active involvement and concerns regarding our community's overall interests and appearance dates prior to 1984. Copies of letters written to the village using a typewriter and carbon paper speaks volumes to just how long it has been. My thermo fax copies have faded! First stepping forward as private citizen, followed by many different titles, I've most recently carried out this interest via Revitalization. After twenty-eight years the time is now way long overdue to step up to the plate and give credence to the Kenny Roger's ballad . . . "You've gotta know when to hold them, know when to fold them!" Clearly, it is not about fading or folding. It is simply time for others to carry forward the work of the committee with "revitalized" leadership.

As you well know, it is my firm belief that if anything any one of us does has value, then both purpose and existence cannot be dependent on one person alone. This committee currently has excellent and committed members. Still more interested representatives from the community should be recruited. We have made several efforts to recruit. I would respectfully request that the board consider inviting and appointing from among Tupper's many civic minded citizens. Since the work and influence of the committee is beyond boundaries, perhaps the village and town officials could join forces to make this a community wide priority.

My sincere thanks and deep appreciation to the committee members, the village and town boards, the village and town employees, and with special accolades to Mary Casagrain for her and their untiring dedication and support for Tupper Lake's well-being. It was an honor to work with and witness this firsthand. While it is time to leave the position, I plan to take and continue the many valued friendships made over the years.

Sincerely,



Ellen N. Maroun

Cc: Revitalization Community Appearance Committee Members
Roger Amell, Supervisor Town of Altamont
Melissa McManus, TL Revitalization
TL Village and Town Board Members

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

Application for use of Community Facilities

March 8-10, 2013

Today's Date: 12/7/12

Date(s) requested: ~~Jan. 4-6, 2013~~

Facility Requested: Ball park / field

Information about your group

Name of Organization or individual: NYS Ice Pro-Am Corporation

Time: All to Day Your Supervisor in charge: Tim Thomas

Mailing Address: 2120 Stonehedge Dr. Ontario, NY 14519

Telephone: (day) 585-330-0494 (night) (585) 330-0494

Information about your intended use of Municipal Facilities

Purpose of use: Fishing Tournament

Total participants expected: 1,000-1,500 Adults: _____ Children: _____

Is material or equipment required from Municipality? Yes No

If needed, state what types and for what purpose: Safety cones / plowing / garbage dumpsters / rest rooms

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

Is an admission fee charged? Yes No only for participating anglers

If so, what will proceeds be used for? Tournament costs, awards, etc.

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 extent 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]
Signature of Organization's Authorized Representative

2120 Stonehedge Dr. Ontario, NY 14519
Address

Telephone Number: 585-330-0494

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: 12/13/12

Date(s) requested: 8-10-13

Facility Requested: overlook near Sunset Motel

Information about your group

Name of Organization or individual: David Rooney, Wendy Kendall

Time: 12:pm to 4:pm

Your Supervisor in charge: _____

Mailing Address: 18 Pitkin St Fairport NY 14450

Telephone: (day) 585-414-0969

(night) 585-414-0969

Information about your intended use of Municipal Facilities

Purpose of use: wedding ceremony

Total participants expected: 50

Adults: _____

Children: _____

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 extent 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: 585-414-0969

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 Clerk

From: "The Wild Center" <tlegat@wildcenter.org>
To: "Wild Center Friend" <villtuplake@centralny.twcbc.com>
Sent: Thursday, January 17, 2013 11:45 AM
Subject: Invitation to the Unveiling of the North Country Sustainability Plan

x

The Wild Center is holding a public meeting on behalf of ANCA, unveiling the North Country Sustainability Plan on Wednesday, January 23rd. All are invited to attend.

ATTENTION North Country residents: January 23rd will be your opportunity to give input on the draft of the North Country Sustainability Plan.

Members of the seven county North Country Consortium - consisting of Clinton, Franklin, Essex, Hamilton, St. Lawrence, Jefferson and Lewis counties - and project consultants Adirondack North Country Association (ANCA) and Ecology & Environment (E&E) are in the process of finalizing a draft of the Sustainability Plan, based on the collaborative involvement of hundreds of people across the region.

The meeting from 1:30- 3:30 on Wednesday, January 23rd, at The Wild Center, will be your turn to:

- See the results of the regional Greenhouse Gas inventory and find out how the North Country compares to the rest of the state and the country
- Find out what kinds of clean energy and other sustainable projects are going on right now and hear about opportunities for funding going forward
- Learn about how the Plan will benefit your community, business or municipality
- Give your input, ideas and thoughts on the draft Plan, as well as ask questions

In addition to the meeting, the museum will be giving a free demo of its new, interactive Planet Adirondack experience at 1 p.m. See how the region is affected by changes in global storm patterns, ocean currents, greenhouse gas emissions and other climate change factors.

Hot beverages and a light snack will also be provided.

If you are unable to attend in person, you are welcome to join remotely via live webcast - at <http://wildcenter.org/anca/> - which will be archived for future viewing. Comments and questions can be sent during the webcast to jperry@adirondack.org.

While the meeting is free, we ask that you please RSVP.

###

1/18/2013

**Legal Notice
Request for Bids
Woulf Avenue East (Map #480.64-5-2.100) Property**

Request for sealed bids for the purpose of selling one vacant parcel also known as Woulf Avenue East (Map #480.64-5-2.100). Bids are to be sent in care of the Village Clerk for the Village of Tupper Lake, in which they will be received until Friday, January 18, 2013 at 12:00 pm Noon, at such time the bids will be opened and publicly read aloud.

All bidders shall meet the following conditions in conjunction with their bid:

- 1) The Village Board of Trustees reserves the right to waive any information in and to reject any and all bids submitted and to re-advertise it if, in their sole decision, such course will further the best interest of said Village.
- 2) The one parcel is in "AS IS" condition, with a purchaser performing their own due diligence, Village to provide no disclosures or warranties as to the condition of the property.
- 3) The one parcel shall be subject to the following deed restrictions:
 - a. Subject property shall not be used as a "gas/auto service station" as that term is defined by local law; and
 - b. Subject property shall not be used (1) as a "mobile home park", or (2) for the storage of a "mobile home" as those terms are defined by local law.
- 4) A minimum bid has been established pursuant to the following criteria:
 - a. Minimum bid for Woulf Avenue East (Map #480.64-5-2.100) shall be \$20,000.00
- 5) All bids must be submitted in a sealed envelope marked "Woulf Avenue East Property."
- 6) This legal notice is available by request or may be picked up at the Village Clerk's Office, Monday through Friday, between 8:00 AM and 4:00 PM.

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

Posted: Friday, December 28, 2012
Published: Tupper Lake Free Press, Wednesday, January 2, 2013 & January 9, 2013

No Bids Received

Village of Tupper Lake
Board of Trustees
Minutes

Date: Tuesday, January 15, 2013
Start: 11:00 AM
Location: Board Room
Meeting: Special Meeting 11:00 – 1:36 PM

At the Special Meeting of the Board of Trustees held this date, the following were present: Mayor Paul A. Maroun, Trustees Thomas Snyder, Leon LeBlanc, Richard Donah, David Maroun and Village Clerk/Treasurer Mary A. Casagrain.

Also present were Water/Wastewater Superintendent Mark Robillard, Claude Cormier with HydroSource Associates, Inc., and Kevin Schuerer with Department of Health.

Call to Order and
Agenda Established Mayor Maroun called the Special Meeting to order and established the agenda.

Enter Executive
Session 11:00 AM Motion by Trustee LeBlanc, seconded by Trustee Snyder to enter into Executive Session at 11:10 am to discuss litigation, personnel, contract negotiations for Unit II, and a contract for services for the Water/Wastewater Department. (Carried 5-0)

Hydro-analysis
Services W/WW The Village Board met with and interviewed Mr. Claude Cormier with HydroSource Associates, Inc. from Ashland, New Hampshire. A scope of services contract will be forthcoming for the purpose of him providing hydro-analysis services to the Water/Wastewater Department in our advancement of developing our groundwater supply project.

Volunteer Fire
Department Officer
Court Update It was noted that a request for another continuance was granted by the Assistant DA for a court action against a former Volunteer Fire Department Officer. The new court date is now February 4, 2013.

W/WW Helper
Opening It was noted that the applications for the W/WW Helper vacancy have been coming in steady. Applications were reviewed thus far.

Litigation Matter
Discussed A brief update was given on an outstanding litigation matter involving the Police Department.

Unit II Counter
Officer The Village Board reviewed the recommendation of legal counsel in moving forward to settle CSEA Unit II's Collective Bargaining Negotiations. No action was taken but it would be revisited at our next scheduled meeting on Tuesday, January 22, 2013.

Sean Foran & Chris
Alcocer with Hueber
Breuer Entered Executive
Session at 12:30 pm Mr. Sean Foran & Chris Alcocer with Hueber Breuer Co. Inc. entered Executive Session at 12:30 pm to discuss a contract for services for the next phase of the proposed Emergency Services Building Project. It was noted that a scope of services contract would be forthcoming for consideration at our next scheduled meeting on Tuesday, January 22, 2013.

Mark Arsenault
Entered Executive
Session at 1:15 PM Mr. Mark Arsenault addressed the board concerning utilizing his services to investigate a vehicle replacement through his contacts with other municipal departments.

Exit Executive
Session 1:35 PM

Motion by Trustee Maroun, seconded by Trustee LeBlanc to exit
Executive Session at 1:35 pm. (Carried 5-0)

Adjournment

Motion by Trustee Maroun, seconded by Trustee LeBlanc to
adjourn the Special Meeting at 1:36 pm. (Carried 5-0)

Mary A. Casagrain, Village Clerk/Treasurer

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Minutes**

Date: Monday, December 17, 2012
Location: Board Room
Meeting: Public Hearing & Regular 5:00-8:40 PM

At the Regular Meeting of the Board of Trustees held this date, the following were present: Mayor Paul A. Maroun, Trustees Leon LeBlanc, David Maroun, Richard Donah, Thomas Snyder and Village Clerk/Treasurer Mary A. Casagrain.

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Session at 5:00 PM

Motion by Trustee LeBlanc, seconded by Trustee Maroun to enter Executive Session at 5:00 pm to discuss personnel issues and CSEA Collective Bargaining Negotiations. (Carried 5-0)

Police Officer
Sick Leave

It was noted that a Police Officer would be out on extended sick leave.

Exit Executive
Session at 5:35 PM

Motion by Trustee Snyder, seconded by Trustee LeBlanc to exit Executive Session at 5:35 pm. (Carried 5-0)

Also present were the Code Enforcement Officer Peter Edwards, local residents Ronald LaScala and Hope Frenette, and news reporters Mary Peryea and Jessica Collier.

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To Order:

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Entitled Fencing
Local Law #3-2012

Mayor Maroun called the Public Hearing to order for the purpose of hearing the public's comments concerning proposed Local Law #3-2012 Amendments to Chapter 9, Fencing concerning adding provisions for temporary fencing guidelines in the Village of Tupper Lake.

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Code Enforcement Officer Peter Edwards gave a brief background of the proposed amendments to the fencing ordinance to allow temporary fencing provisions and guidelines.

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Mr. Ronald LaScala stated he feels we should allow temporary fencing for longer period if it is needed.

Mayor Paul Maroun

Mayor Maroun advised that we will be working on the proposed amendment to the Fencing Ordinance in the next month if anyone wants to add their comment. We expect to approve it at our January meeting.

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Mayor Maroun called the Public Hearing to close at 5:54pm after there were no other comments

Also present were Code Enforcement Officer Peter Edwards, Water/Wastewater Superintendent Mark Robillard, Department of Public Works Michael Sparks, Electric Superintendent John Bouck, Police Chief Thomas Fee, local residents Hope Frenette, Gary Beaudette, Ronald LaScala and news reporters Mary Peryea and Jessica Collier.

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To Order Mayor Maroun called the Regular Meeting to order and established the agenda 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 Collin Gillis.

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& Misc.:

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Building Project Volunteer Fire Department Member Mr. Mark Arsenault asked that the Village Board move the Fire Department Building project forward.

Trustee Donah responded by saying that we are not putting the project aside, we need to hire an architect to design, form a building committee, value engineer the project and it involves spending more money. We have given the Tupper Lake Volunteer Rescue Services until December 19, 2012 to decide if they are in on the project.

Hope Frenette Ms. Hope Frenette stated she was led to believe that the Village Board was going to movement on the subject of the Unit Management Plan from her visit to the Village Board Meeting last month. She added that the motion was brushed aside.

Gary Beaudette Mr. Gary Beaudette stated that opening up the Unit Management Plan increases quality of life in the area and the added sales tax for the state and county should be the Mayor's priority.

Ronald LaScala Mr. Ronald LaScala stated he feels a multi-use trail will bring more flow of people than the Pullman cars. He stated that community is quite right now, sales tax during the winter months is the highest in the state in Old Forge due to the multi-use trails there; the railroad is not going to happen.

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Brent Strack

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Watertown 1/10/13

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<p>DPW: Multi-Jurisdictional Hazard Mitigation Plan Meeting</p>	<p>Department of Public Works Superintendent Michael Sparks advised the board that he attended the Multi-Jurisdictional Hazard Mitigation Plan Meeting on November 28, 2012 and the purpose of the meeting is to make things better for a next disaster including plans to open McCarthy Street to Washington Street by making provisions for the railroad crossing and possible burm around the Wastewater Treatment facility on Water Street.</p>
<p>Outdoor Skating Rink Discussion</p>	<p>The board briefly discussed the feasibility of an outdoor rink at the Municipal Park. Continued research is being completed to find alternatives for a warming shack and set up and the topic will be discussed further at next months meeting.</p>
<p>Police: Accept November Report</p>	<p>Motion by Trustee Snyder, seconded by Trustee Maroun to formally accept the Police Department Monthly Report for November 2012. (Carried 5-0)</p>
<p>CSEA Unit II Negotiations Continue</p>	<p>It was noted that CSEA Unit II membership rejected our negotiations settlement offer from November 2012's Mediation Session.</p>
<p>Water/Wastewater: Demars Blvd. Generator Failure</p>	<p>Water/Wastewater Superintendent Mark Robillard advised the board that while Penn Power Systems were performing our preventative maintenance on our portable generator the panel burnt up. He asked for permission to go to bid for a replacement.</p> <p>Motion by Trustee LeBlanc, seconded by Trustee Maroun to advertise for bid for a replacement assuming a 4th pump would someday be added to the lift station thus requiring a 75-80 kV. It was suggested we advertise a stationary and a portable as an alternative bid. (Carried 5-0)</p>
<p>Electric: Electric Curtailment</p>	<p>It was noted that there will be no reduction in firm hydro energy sales on a pro-rata basis for our hydropower customers for the period January 1-31, 2013.</p>
<p>Ball Park Tower Replacement</p>	<p>Electric Superintendent John Bouck advised he is working on the drafted ball park tower replacement bid and will have it available for review at our next meeting.</p>
<p>Electronic Mapping</p>	<p>Electric Superintendent John Bouck advised that he has received a quote for the services to provide the Village of Tupper Lake with an electronic mapping of our system for less than \$5,000. Currently Spencer Port is using them to map their system. The Village Board was supportive with him proceeding. It was moved by Trustee Snyder, seconded by Trustee LeBlanc to move forward with the mapping services. (Carried 5-0)</p>
<p>Treasurer: Approve Warrant</p>	<p>Motion by Trustee Snyder, seconded by Trustee Maroun to approve the warrant in the amount of \$119,462.61 for payment of the bills for December 17, 2012 and approve the abstract of audited vouchers for the month of November 2012. (Carried 5-0)</p>
<p>Review Cash Position</p>	<p>Review the monthly cash position for November 20, 2012.</p>

MOU Wild Center Motion by Trustee Snyder, seconded by Trustee Donah to authorize the Mayor Maroun to execute an Amendment to the March 2012 Memorandum of Understanding with The Wild Center for the interpretive displays for the Municipal Waterfront Park. (Carried 5-0)

Modification Agreement
No. 5 B & L, P.C. Motion by Trustee Snyder, seconded by Trustee Donah to authorize Mayor Maroun to sign Modification Agreement No. 5 between the Village and Barton & Loguidice, P.C. for our Multi-Use Trail Connector project. (Carried 5-0)

Holiday Reminders Reminder that the Village Offices will be closed Christmas Eve and New Year's Eve at 12:00 Noon respectively.

Partners In Safety
Renewal Contract Motion by Trustee Snyder, seconded by Trustee Maroun to authorize Mayor Maroun to sign the 2013 agreement with Partners In Safety for our NYS DOT random testing services for CDL Licenses. (Carried 5-0)

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III Contracts Motion by Trustee Snyder, seconded by Trustee Maroun to approve the drafted CSEA Unit I & III collective bargaining agreements as modified. (Carried 5-0)

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W/WW Helper
Vacancy The Water/Wastewater Helper vacancy was discussed.

Electric Personnel It was noted that one of the Meter Reader's would be out on sick leave for the next four reading cycles and Mr. Matthew Harris is to be reassigned to fill the vacancy until he returns.

CSEA Unit II
Negotiations Legal Counsel would be consulted concerning the next steps for negotiation with CSEA Unit II now that mediation has concluded.

Exit Executive
Session at 8:30 PM Motion by Trustee LeBlanc, seconded by Trustee Snyder to exit Executive Session at 8:30 pm. (Carried 5-0)

Department of Public
Works Superintendent
Salary Discussion During our recent Mediation Session it was noted that the Department of Public Works Superintendent's annual salary was \$1,268.06 less than the other superintendents and was an oversight on behalf of the Village Board many years ago.

Motion by Trustee Snyder, seconded by Trustee LeBlanc to increase the Department of Public Works Superintendent's salary by \$1,268.06 retroactive to June 1, 2012. (Carried 5-0)

W/WW Helper
Advertise for
Vacancy Motion by Trustee Snyder, seconded by Trustee Donah to advertise for a Water/Wastewater Helper vacancy from January 2, 2013 to January 31, 2012. (Carried 5-0)

Web Design
Discussion Trustee Donah advised the board that proposals have started to roll in for services to set up our Website. Jeremy Evans from the Village of Saranac Lake has offered his services to assist the Village and he is already familiar with the software and the Village of Saranac Lake is currently using our system. Motion to proceed

with contracting with Jeremy Evans and his assistant was made by Trustee Donah, seconded by Trustee LeBlanc. (Carried 5-0)

Adjournment

Motion by Trustee LeBlanc, seconded by Trustee Donah to adjourn at 8:40 PM. (Carried 5-0)

Mary A. Casagrain, Village Clerk/Treasurer

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Department of Public
 Works Superintendent
 Salary Discussion During our recent Mediation Session it was noted that the Department of Public Works Superintendent's annual salary was \$1,268.06 less than the other superintendents and was an oversight on behalf of the Village Board many years ago.

Motion by Trustee Snyder, seconded by Trustee LeBlanc to increase the Department of Public Works Superintendent's salary by \$1,268.06 retroactive to June 1, 2012. (Carried 5-0)

W/WW Helper
 Advertise for
 Vacancy Motion by Trustee Snyder, seconded by Trustee Donah to advertise for a Water/Wastewater Helper vacancy from January 2, 2013 to January 31, 2012. (Carried 5-0)

Web Design
 Discussion Trustee Donah advised the board that proposals have started to roll in for services to set up our Website. Jeremy Evans from the Village of Saranac Lake has offered his services to assist the Village and he is already familiar with the software and the Village of Saranac Lake is currently using our system. Motion to proceed

with contracting with Jeremy Evans and his assistant was made by
Trustee Donah, seconded by Trustee LeBlanc. (Carried 5-0)

Adjournment

Motion by Trustee LeBlanc, seconded by Trustee Donah to
adjourn at 8:40 PM. (Carried 5-0)

Mary A. Casagrain, Village Clerk/Treasurer



ANDREW M. CUOMO
GOVERNOR

DARRYL C. TOWNS
COMMISSIONER/CEO

December 21, 2012

NEW YORK STATE
DIVISION OF HOUSING
& COMMUNITY
RENEWAL

HOUSING
TRUST FUND
CORPORATION

STATE OF
NEW YORK MORTGAGE
AGENCY

NEW YORK STATE
HOUSING FINANCE
AGENCY

NEW YORK STATE
AFFORDABLE HOUSING
CORPORATION

STATE OF
NEW YORK MUNICIPAL
BOND BANK AGENCY

TOBACCO SETTLEMENT
FINANCING
CORPORATION

Honorable Paul Maroun
Mayor
Village of Tupper Lake
P. O. Box 1290
Tupper Lake, NY

Re: 2012 NYS HOME Local Administrators Program
SHARS ID # 20123182

Dear Mayor Maroun:

On behalf of the New York State Housing Trust Fund Corporation's Office of Community Renewal (OCR), I want to thank you for your application to the New York State HOME LPA (HOME LPA) Program, submitted in response to the 2012 Notice of Funding Availability (NOFA) issued on May 16, 2012. The OCR has thoroughly reviewed the applications received and has determined the finalists for this year's awards. I regret to inform you, however, that your organization's application for assistance under the HOME LPA Program was not selected for funding in this round.

This year, the OCR received applications for funds that far exceeded the resources available for 2012 awards. While we were pleased with the overwhelming response, which demonstrated a commitment to addressing our affordable housing needs, it made our task more challenging than ever before. I commend you and your organization for having participated in this very competitive process, and I appreciate your commitment to addressing this important community need. We encourage you to submit an application for assistance when future funding is made available.

HOME LPA program staff are available to provide technical assistance in building grant administration and program capacity throughout the year. Additionally, applicants not selected for funding may participate in an exit conference presentation in early 2013. During the presentation HOME LPA program staff will review common deficiencies in applications and will be able to provide guidance and recommendations for improvements to future applications.

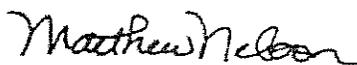
38-40 State Street, Albany, NY 12207

nyshcr.org

Applicants wishing to participate in one of these presentations should send an e-mail identifying their interest in participating to OCRexitconference@nyshcr.org by January 31, 2013. Please include the Applicant Name, SHARS ID # referenced above, and the names, titles, and e-mail addresses of all attendees.

Thank you again for your application. We look forward to assisting you in developing a stronger project and application for upcoming funding opportunities.

Sincerely,

A handwritten signature in black ink that reads "Matthew Nelson". The signature is written in a cursive style with a prominent initial "M".

Matthew Nelson
President
Office of Community Renewal

cc: Ann Petersen, Director, HOME LPA



AVALON ASSOCIATES, INC.
DEVELOPMENT PACKAGING and FINANCING
COMMUNITY DEVELOPMENT

P.O. Box 746, Glens Falls, New York 12801
Telephone (518) 798-0777 FAX (518) 798-0779

December 31, 2012

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

Attn: Paul A. Maroun, Mayor

Subject: **2012 Funding Applications**

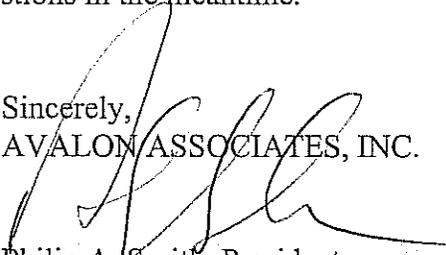
Dear Mayor Maroun:

We have the results of the latest competition for CDBG and HOME funding and we are disappointed to see that the Town and Village of Tupper Lake are not on the list of "winners" again this year. We were pleased to see several grants for Tupper Lake and the Wild Center on the list of awards under the new Consolidated Funding process through the North Country Regional Economic Development Council. However, we were disappointed to see that neither of the housing rehabilitation proposals was funded through the Office of Community Renewal. We will have to wait at least another year to begin working with the local property owners to improve housing conditions in Tupper Lake.

We will be requesting a meeting with officials in Albany to review the applications that were submitted for CDBG and HOME funding. It will take several weeks to complete that process and get a good understanding of the last competition. We can then plan a time to review the results with you and consider options for the future.

Please do not hesitate to call if you have any questions in the meantime.

Sincerely,
AVALON ASSOCIATES, INC.


Philip A. Smith, President
(psmith@avalonassociatesinc.com)

cc: Mary Casagrain, Village Clerk

P.O. Box 1290
53 Park Street
Tupper Lake, NY 12986
(518) 359-3341 (phone)
(518) 359-7802 (fax)

VILLAGE OF TUPPER LAKE

villtupplake@centralny.tv

Memorandum

Date: 1/18/2013

Code Enforcement Monthly Report

1) Building Permits Issued:	<u>1</u>
2) Site Inspections:	<u>26</u>
3) Phone Complaints:	<u>9</u>
4) Violations Issued:	<u>1</u>
5) Fire Calls:	<u>2</u>
6) Community Service:	<u>Certificates of comp, 4</u>
7) Building Code:	<u>57</u>
8) Zoning:	<u>17</u>
9) Dig Requests:	<u>3</u>
10) Other:	<u>Office related , 25</u>

Comments: I will be working on our yearend report soon.

THE VILLAGE OF TUPPER LAKE IS AN EQUAL OPPORTUNITY EMPLOYER

**THE FOLLOWING LEGAL NOTICE WAS PUBLISHED IN THE Wednesday, January 2, 2013 edition of the Tupper Lake Free Press, AND WAS ALSO SENT TO ADJOINING PROPERTY OWNERS FOR THEIR INFORMATION.
Thank You.**

PAUL O'LEARY, TOWN PLANNER

518/359-3580

LEGAL NOTICE OF A PUBLIC HEARING

APPLICATION NUMBER JPB 011-2012, Tax Parcel ID #'s 501.-1-8, 501.-1-12 and portion of 511.-5-3. Notice is hereby given that the Tupper Lake Joint Village and Town Planning Board, Franklin County, Tupper Lake, NY will hold a public hearing on Wednesday, January 23, 2013 at 7pm, or as soon as possible thereafter, in the lower level of the Town Hall (in the courtroom), 120 Demars Blvd., Tupper Lake, NY, at which time interested parties may present their views on the subject application. The applicant, Preserve Associates, LLC, (as contract vendee and owner); Big Tupper, LLC; & Tupper Lake Boat Club, LLC, 4272 Conestoga Road, Elverson, PA 19520, requests final approval of Section 1 of the Planned Development known as the Adirondack Club and Resort Project. The application for Section 1 proposes approval for 22 lots located on an approximately 3,625-acre parcel. The property is zoned as a planned development district. The above application and accompanying plans are on file in the office of the Town Planner, 120 Demars Boulevard, Tupper Lake, New York (Phone: 518-359-3580), and may be inspected any weekday (M-F) prior to the hearing, between the hours of 9:00am and 4:00pm (unless otherwise posted at the Planning Office). Please try to call ahead of time to arrange your visit, Tupper Lake Joint Planning Board, Franklin County, Tupper Lake, NY

Dated: January 2, 2013

PUBLIC HEARING

Village of Tupper Lake

Amendments to Fencing Ordinance

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Board of Trustees of the Village of Tupper Lake, at the Municipal Office Building, 53 Park Street, Tupper Lake, NY 12986 on Monday, December 17, 2012 at 5:30 pm concerning proposed Local Law #3-2012 amendments to the Village Code, Chapter 9 entitled Fencing.

TAKE FURTHER NOTICE the said local law amendments to Chapter 9 of the Code of the Village of Tupper Lake, New York will be to create provisions for temporary fencing guidelines in the Village of Tupper Lake.

AT THE AFOREMENTIONED time and place all persons interested in the subject matter thereof will be heard concerning the same. The original of the above-mentioned amendments to local law, Chapter 9 entitled Fencing, is available for viewing at the Village Clerk/Treasurer's Office during regular business hours of 8:00 am to 4:00 pm, Monday through Friday.

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

**POSTED: Monday, December 3, 2012
PUBLISHED: TUPPER LAKE FREE PRESS, Wednesday, December 5, 2012**

FENCING

- 1) **Definitions:** The following words, terms and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
 - a) **Barrier** – A fence, wall or other structure built to bar passage. Large Concrete blocks are used as barriers.
 - b) **Fence** – An enclosing barrier that prohibits through passage.
 - c) **Fence: decorative** – Fencing that adds beauty and does not substantially block the view and maintains the open space characteristic provided for by zoning standards.
 - d) **Swimming Pool** – A pool of water 24" or greater in depth either indoors or outdoors and is used for swimming or water related recreations. This also includes spas and hot tubs.
 - e) **Visibility Range** – Distance required to afford proper vision for pedestrian and vehicular traffic at intersections and/or corners.
 - f) **Front Yard:** A yard extending along the whole length of the front lot line between the side lot lines, and being the minimum horizontal distance between the street line and the main building or any projections thereof other than steps, planter boxes, unenclosed porches and driveways.
 - g) **Pylon's** – Concrete pylon's barriers monolithic structures to impede movement, or passage.
 - h) **Temporary Fence** – **A fence installed for a temporary event, construction site or for emergency reasons. A temporary fence can only be installed for one week unless the code officer feels there is good reason to keep the temporary fence up for a longer period of time. Emergency reasons would be a natural disaster, a fire scene or an unsafe condition etc...**
- 2) **Permits Required** - It shall be unlawful for any person to erect, construct, enlarge, alter, repair, replace, remove or demolish any fence regulated by this article without first obtaining a separate permit for each fence from the building official of the building inspection division of the community development department. A fence permit shall not be required if it is determined by the building official of the building inspection department that only minor repair or painting is necessary.
- 3) **General Requirements and Restrictions:**
 - a. Fences constructed on any lot, and specifically corner lots, will be subject to, and shall conform to, the visibility range requirements contained in the drawing at the end of this section. An additional clear zone may be required by the code officer.
 - b. No fence, guy wire, brace or post shall be constructed upon or extend over property that the Village has control over, owns, or has an easement over or under, except upon:

LEAD RENOVATION, REPAIR, & PAINTING (RRP-INITIAL) TRAINING CLASSES

February/March/April 2013

CLASS SIZE IS LIMITED—REGISTER TODAY—ALL TRAININGS ARE FREE

Funding provided by Franklin County Department of Health



Effective April 22, 2010, workers performing renovation, repair and painting projects that disturb lead-based paint in homes, child care facilities, and schools built before 1978 must follow specific work practices to prevent lead contamination and must be certified. This federal EPA Renovation, Repair, and Painting (RRP) rule applies to contractors, painters, plumbers, carpenters, electricians, window replacers, roofers, and landlords.

Trainings to become EPA certified are offered by Cornell Cooperative Extension Albany County, an EPA accredited training provider. This course is approved for purposes of certification under Section 402 of Toxic Substances Control Act (TSCA) for the respective discipline.

Upon successful completion of the RRP Initial course including passing an exam at the end of the class, participants are EPA certified renovators. This certification is good for 5 years.

Failure to comply with EPA's RRP program requirements could result in penalties of up to \$37,500 per day per violation.



Dates

February 21 – Tupper Lake
March 28 – Paul Smiths
April 11 – Malone

revised date

Time

7:45 am- registration/breakfast
8:00 am - 5:00 pm- training

Locations

Tupper Lake Goff-Nelson Memorial Library
41 Lake Street
Tupper Lake, NY 12986

Paul Smiths College
Route 86 & 30
Paul Smiths, NY 12970

Mo's Pub & Grill
3357 State Route 11
Malone, NY 12953

Contact

Questions can be answered by:
Nancy at 518-765-3521
NKL1@cornell.edu
OR
Lisa at 518-765-3512
LKC29@cornell.edu

PARTICIPANTS MUST PRE-REGISTER

Register-Mail completed form below to:

Lead Training, P.O. Box 497, 24 Martin Road, Voorheesville, NY 12186
OR

Register-Online: https://pub.cce.cornell.edu/event_registration/main/events.cfm

ALL RRP INITIAL TRAININGS INCLUDE: Continental Breakfast * Lunch * Refreshments * Course Manuals & Materials

Please register me for the RRP Initial training:

Name: _____ Training _____
Address: _____ Date of Training _____
City: _____ State: _____ Zip: _____
Company or Organization: _____
Phone: _____ Email: _____



Cornell University
Cooperative Extension
Albany County

P.O. Box 497, 24 Martin Road • Voorheesville, NY 12186 • 518-765-3500 • FAX 518-765-2490

www.ccealbany.com

Cornell Cooperative Extension in Albany County provides equal program and employment opportunities.

Tupper Lake Fire Department
Monthly Report
December 2012

Call In The Village-----11
Calls In The Town-----5
Calls In Santa Clara District-----
Mutual Aid-----1

Total Calls-----17

Types of Calls

Dryer Fire-----1	Malicious Alarm-----1
Alarm Activation-----3	Pellet Stove Ash Fire-----1
MVA-----4	Propane Leak-----3
Burned Food-----2	Bomb Threat-----1
Carbon Monoxide Leak---1	

Fire Fighters

Average # Of Members Attending Calls-----17
Number Of Man Hours Spent At Calls-----187 hours

EQUIPMENT USED

Exhaust Fan-----4 hrs and 20 mins	Cable Cutters-----1@10 mins
SCBA-----3 @ 2 hrs. ea	CO Monitor-----1 @ 1 ½ hrs.
Spare Scott Bottles-----2	Aerial Ladder-----1 hr.

Nicholas Rolley,
Tupper Lake Fire Department
January 1, 2013

CONSTITUTION AND BY-LAWS

TUPPER LAKE VOLUNTEER FIRE DEPARTMENT, INC.

TUPPER LAKE, NEW YORK

ADOPTED 2012

ARTICLE 1: Organization Title, Goals, and Geographical Area of Operation

SECTION 1: This organization shall be known and designated as the Tupper Lake Volunteer Fire Department, Inc.

SECTION 2: The goal of this organization shall be as follows:

(A) The primary goal of the Tupper Lake Volunteer Fire Department, Inc. shall be as follows: The prevention of fires and emergencies that could negatively affect the community. The preservation and protection of life and property, from the effects of such fires and emergencies as may occur in the area protected by said corporation.

(B) To do our utmost to protect the safety and wellbeing of the volunteer firefighters who are members of this department and volunteer firefighters from other fire departments responding to assist this department with Mutual Aid.

(C) To foster interest in all matters pertaining to the volunteer fire service. Including the health and welfare of all volunteer firefighters.

SECTION 3: Geographical Area of Operation

The territory in which operations of this organization shall be principally conducted is within the incorporated limits of the Village of Tupper Lake, Franklin County, Town of Tupper Lake, New York, and all territories covered under contract within the Village of Tupper Lake and Tupper Lake Volunteer Fire Department Inc...

The Tupper Lake Village and the Tupper Lake Volunteer Fire Department Inc., have entered into a contract with Franklin County. This contract is known as the Mutual Aid Plan. By this plan this organization may be asked to supply services to other areas of Franklin County and or New York State.

ARTICLE 2: **Department Organization and Membership:**

SECTION 1: General Membership:

Membership in this organization shall consist of active members, exempt firefighters and the Ladies Auxiliary (note the ladies auxiliary function from their own by laws and organization).

SECTION 2: Department Organization:

The Tupper Lake Volunteer Fire Department, Inc. shall consist of Three (3) Companies to be known as Hose Company No. 1, Hose Company No. 2, and Hose Company No. 3. Membership in each Hose Company shall consist of a minimum of twenty firefighters and to a maximum of twenty-five firefighters. Each Hose Company shall have a Captain and a Lieutenant elected by the members of that Hose Company.

SECTION 3: Active Membership:

Active membership shall be restricted to those persons who are members of the three (3) Hose Companies of the Tupper Lake Volunteer Fire Department, Inc.

In addition to the requirement of being a member of one of the three hose companies the following mandates are required to be met to remain an active member.

Each member shall attend as many department calls as possible. Each member should make a minimum of 10 % of department calls per year.

All members shall be required to complete 8 hours of refresher training annually as mandated by Federal Law (OSHA 1910 Standard) as enforced by New York State Department of Labor, PESH Division.

Every active member is required to attend two (2) department activities annually. Department activities are defined as those activities utilized to generate department funding or to further the goals and objectives of the organization.

Active members shall be required to perform the full duties of volunteer firefighters including service at fires, attendance at meetings, inspections, drills, schools of instruction, parades,

wakes, and activities.

SECTION 4:

Exempt Firefighter Membership:

An exempt firefighter is defined in General Municipal Law, Section 2 as an individual with 5 years of honorable service and is a non-active firefighter. A certificate of exemption will be issued to the recipient. One will be forwarded to the Franklin County Clerks Office and one will be kept on file at the Tupper Lake Volunteer Fire Department, Inc.

Exempt firefighters of this organization shall be deemed members of Company Five for the purpose of their meeting and socializing as a group.

ARTICLE 3:

Applications for Membership:

SECTION 1:

General Application Information:

Decisions on applications for membership in this organization shall not be influenced by gender or sexual preference of the applicant.

Applications for membership, to this organization, are not accepted from persons less than twenty-one years of age.

Applicants must be a resident of the Village of Tupper Lake or the Town of Tupper Lake and any territories covered under contract with the Village of Tupper Lake and the Tupper Lake Volunteer Fire Department, Inc...

Applicants must be of good moral character and sound mind and body.

Applicants shall meet such additional requirements as may be contained in any law or regulation applicable to the organization.

Any applicant to the Tupper Lake Volunteer Fire Department who is serving their military obligation when their application comes up for vote in the Fire Department will have their application tabled and upon the applicants return from military obligation, the application will then be placed at the top of the list of pending applications.

SECTION 2:

Application Process:

All applicants for membership in the Tupper Lake Volunteer Fire Department, Inc. must be sponsored by two active members of the organization. These active members must be in good standing within the department.

All applications for membership in the Tupper Lake Volunteer Fire Department, Inc. shall be submitted to the Secretary of the Tupper Lake Volunteer Fire Department, Inc. At that time the Secretary will date it and submit it to the appropriate law enforcement agency for the required arson background check per New York State Law. Upon receipt of the background check, the Secretary will forward the application to the investigating committee. The investigative committee will consist of the three captains, the three company lieutenants and the president. The investigative committee will complete their background investigation and forward the application to the board of directors for their approval or rejection and signatures. The applicant will then be requested to present themselves before the board of directors to be interviewed. Upon a favorable interview with the board of directors, the application will then be placed on file with the department until the next opening becomes available.

SECTION 3:

Filling of Company Vacancies:

When a vacancy occurs in one of the three Hose Companies, the company will first consider any request for transfers from other hose companies.

If there are no requests for transfer, or all transfer requests are rejected, the application at the head of the list shall be read to that Company and the members of said Hose Company shall vote on the new applicant.

If a new applicant is rejected by a Hose Company, they will maintain their position on the application list until they are accepted by a Hose Company or rejected by all Companies. If they are rejected by all Companies, they will be asked to re-apply one year from their last rejection. When they do re-apply, their application will go to the bottom of the list of pending applications for membership.

SECTION 4:

New Firefighters:

Applications of new firefighters to the department who have been voted into one of the three Hose Companies must be submitted to the Village of Tupper Lake Board for the final appointment as per

Village Law, and Rules / Regulations.

Firefighters are required to serve a probation period upon being voted into the department and appointed by the village Board.

The length of this probation will be determined by the new members past firefighting experience. If the new member has no previous experience in firefighting they will be required to serve a one year probation. This probation will be reviewed with the respective member at the six month mark of the probation and at the end of the year. If the new member has previous experience in firefighting, the Fire Department Board will review the experience and training of this member and may reduce the probation to six months.

Any member who is on probation and has been found to have violated any rules or bylaws of the department may be brought before the board for further disciplinary action and/or removal as a member of the department.

SECTION 5:

Former Members Reapplying for Membership:

Any former member of the Tupper Lake Volunteer Fire Department, Inc. who has left in good standing and who wishes to again become a member of the department will have said application placed at the head of the list providing they can meet the requirements of Article 3 Section 1. However, the 1 year probation period can be waived at the discretion of the board of directors in consultation with the Investigation Committee.

ARTICLE 4:

Training:

SECTION 1:

New Firefighters:

Training for fire fighters is very important. Through training members are able to perform firefighting duties more safely and efficiently. All firefighters are encouraged to participate in as much training as possible throughout their service with the department.

Fire fighters fall into two categories of service depending on the duties they wish to perform. Training is dependent on which category of firefighter they choose to be. The two categories are those firefighters who will be performing interior attacks and those not wishing to perform interior attack.

All new firefighters ,both interior and non-interior attack, are required to complete a minimum of ten (10) hours of training in the first year. This training is mandated by OSHA Regulation.

Non interior attack firefighters are encouraged to have completed training in Scene Safety and Haz Mat Awareness.

Interior attack firefighters are required by the department to have Completed the New York State Office of fire Prevention and Control Course for Firefighter 1 Certification or its training equivalent. Successful completion of the NYS Firefighter 1 course or its equivalent will be required for advancement to an Officer position.

Training equivalent for NYS Firefighter 1 are as follows, Essentials of Firemanship, Interior Attack, Hazardous Materials Awareness, and ICS- NIMS 100.

Other training that is suggested for members are as follows; Ladder Truck Operations, Confined Space, Wild Land Search / Rescue, Wild Land Fire Suppression, and Vehicle Extrication courses.

SECTION 2:

Annual Training For All firefighters:

All active members are required to complete eight (8) hours of training annually. This training is known as OSHA training and is required in certain topic areas by OSHA.

Required OSHA Training will break down into 30 minutes of General Hazard Recognition, 30 minutes of Fire Station Safety, 45 minutes of Response Safety, 75 minutes of Fire Scene Safety, 1 hour of Protective Clothing, 2 hours of Self Contained Breathing Apparatus, 1 hour of Tool and Equipment Safety, and 1 hour of Recent Developments in Fire Safety.

SECTION 3:

Officers Required Training:

Requirements for training for officers are covered within Article 7, Section 4.

ARTICLE 5:

Leave of Absences:

SECTION 1:

Military Leave of Absence

Any member of the Tupper Lake Volunteer Fire Department who leaves to serve their military obligations, will have their place in the Fire Department saved for them on their return.

SECTION 2:

General Leaves of Absence:

Any member temporarily absenting themselves from the territorial limits of the Town of Tupper Lake, Franklin County, New York, or any contract areas, for just cause, may obtain a leave of absence for a period of up to 6 months per Department year (April 1 to March 31).

A leave of absence may be granted by the Chief with the approval of the Board of Directors. Requests must be submitted in writing to the board, stating the reason of the request. The member shall remain on the active list, but shall not vote at elections or seek office until fully reinstated by the board.

SECTION 3:

Medical Leave of Absence:

Any active member who is out on medical leave will still be allowed to attend meetings and vote, but will be unable to respond to fire calls until a doctor's note is brought in stating the member is fit for light or active duty.

Medical leave is when a firefighter is unable to perform duties that a physician sees as severely limiting a firefighters physical capability during normal working conditions.

When a member is placed on light duty, the procedure will be as follows per Franklin County Protocol: "When a fireperson goes from active duty to light duty and when they return from light duty to full duty the individual will produce a written note from the treating specialist, if there is one, if not, then his personal physician indicating the restrictions and/or the ability to return to full duty. A copy of this light duty policy should be given to the treating physician. Light duty should be matched to the physical capability and/or limitations of the individual and their individual recovery process from the injury or disease previously sustained and were medically treated for. Each volunteer fireperson needs to be cleared by the specialist, or the personal physician treating the condition, if no specialist is involved, or the physician that performs the Fire Department's Annual Physicals. Light Duty consists of: General Office Tasks, Filing, Phone and Radio Dispatch, Computer related work and Correspondence, making of

coffee etc. for extended calls, and inventory control. No Operation of Fire Apparatus, Driving, or Riding in any vehicle, department or privately owned to or from the scene of fire, emergency, or drill is permitted under light duty. The operation of a blue light during this light duty time period will also be suspended. In absence of the written limited release from the physician, there shall be no light duty opportunity permitted.” The fire department does require a written statement from the specialist or treating physician for a member to move from medical leave to light duty as well as from light duty to full duty. This also applies when going from medical duty to full duty.

SECTION 4: Workers Compensation:

Firefighters who are on workers compensation are not allowed to participate in any department functions or activities. They are also restricted from being on fire department premises while they are out on compensation.

ARTICLE 6: Meetings:

SECTION 1: Annual Meeting:

The annual meeting of the department will be held on the first Thursday, following the first Tuesday in the month of April yearly.

SECTION 2: Regular Meetings:

Not less than seven regular meetings of the Department shall be held between the dates of the successive Annual Department Meetings and such notices will be made on the evening test. The notice shall designate the time, date and place of said meeting and which shall not be less than 72 hours from the date specified for said meeting.

SECTION 3: Regular Meetings Location and Times:

Regular meetings when scheduled are held on the second Monday of the month. Regular meetings may or may not include a supper meeting.

All meetings will be held where specified and at the time specified in the meeting notice.

SECTION 4: Attendance Quorum:

All members are encouraged to attend as many meetings as possible. Understanding that all members cannot make all meetings, a quorum has been set for the purpose of voting on important matters such as by law changes and large expenditures of funds. The quorum set by the department is one half of the current active membership.

SECTION 5:

Special Meetings:

Special meetings shall be held at the call of the Chief. All members must be notified of the special meeting 72 hours in advance.

Special meetings are used to conduct important business that cannot wait until a regular scheduled meeting. A special meeting cannot be used to approve by law changes.

ARTICLE 7:

Department Officers:

SECTION 1:

Line and Department Officers:

The Line Officers of this Department shall consist of a Chief, a First Assistant Chief, a Second Assistant Chief, Three Captains and Three Lieutenants.

The Department Officers of this Department are the President, Secretary, and Treasurer.

SECTION 2:

Term of Office:

The term of each Officer (line or department) shall be for one year from the date of the Annual Meeting, but in the event of failure to fill an office at an Annual Meeting, the member in that office shall hold over until his successor is chosen.

SECTION 3:

Filling Officer Vacancies:

Any officer vacancy that has occurred after the annual meeting shall be filled in the following manner at the next regular scheduled meeting..

Vacancies created within the five department officers (3 chiefs, secretary, or treasurer) will be filled by a majority vote of the membership present at the next regular scheduled meeting.

Vacancies created within the six company officers (3 captains and 3 lieutenants) will be filled by a majority vote of the membership of the company involved at the next regular meeting.

SECTION 4:

Qualifications to be a Line Officer:

To seek any officer position, you must be in good standing, meet your minimum activity requirements, have 30% of your department calls, and have all of your training completed for the year. A member must not be on probation for any reason in order to run for a line officer position.

To seek a line officer position, a member must have two consecutive years of service with the Tupper Lake Volunteer Fire Department before being able to first run for a Company Lieutenant. After completing one year as a Company Lieutenant a member may then run for a Company Captain. After one year as a Company Captain, a member may then run for 2nd Assistant Chief. After one year as 2nd Assistant Chief, a member then may run for 1st Assistant Chief. After one year as 1st Assistant Chief, a member may then run for Chief.

To become eligible to be any line officer, each member must also complete the required Basic Firefighter or Firefighter I (or its equivalent as listed in Article 4, Section 1) as well as the required ICS/NIMS 100 and it is recommended this person complete officer training courses as recommended by New York State. To become a chief or an assistant chief you must complete arson awareness, Haz Mat operations and ICS/NIMS 200 in addition to the above requirements.

If a firefighter is submitting their name to run for a line officer position and they do not have all training completed, they can be allowed to run for office providing they sign a letter of intent to complete all of the required training within the year. Fire fighters can be granted this exception only once in their time in the department.

SECTION 5:

Past Officers Running for Office:

Any member who has previously held a line officer position is exempt from the above line of succession, but not the required training.

SECTION 6:

Dual Positions:

No Officer on the Board shall be allowed to hold 2 positions on the board at any given time.

SECTION 7:

Letter of Intent to Run for Office:

Any member wishing to run for a line officer position must submit a letter of intent to run. This letter must be submitted to the department Secretary no later than the February regular meeting. All letters will be read to the membership at this meeting.

SECTION 8:

Election Investigative Committee:

An election investigative committee shall be appointed to review all members who have submitted letters of intent to run for office. This committee will be appointed by the chief. This committee will be comprised of 3 to 5 past chiefs who are either active or retired. This committee will work with the department secretary and the department training officer to review candidates records.

SECTION 9:

Qualifications for Department Officers (Secretary, Treasurer, and President):

To seek the office of Treasurer or Secretary, a member must be an active member of the department, be in good standing in the department, and have 2 years of consecutive service with the Tupper Lake Volunteer Fire Department, Inc...

To seek the office of Department President, a member must be either an active member or an exempt member, be in good standing in either the department or Company 5, and have 5 years of consecutive service with the Tupper Lake Volunteer Fire Department, Inc...

ARTICLE 8:

Duties of Line and Department Officers:

SECTION 1:

Chiefs and Assistants:

The Chief of the department will take overall charge of the department affairs. The chief will oversee the Department Board and will run the meetings of that board.

The duties of the Chief, the First Assistant Chief, and the Second Assistant Chief, defined under the Section marked Duties of the Chiefs in the General Village Law, and/or General Municipal Law. The chiefs will oversee the finances of the department and all

financial transactions. Wherever possible deposits of monies and acceptance of donations will be witnessed by at least one of the chiefs. All donation collection devices will be secured by two locking devices with the chiefs having one key and the treasurer the other.

SECTION 2:

Department Treasurer:

The Treasurer shall take charge of all funds of the Department which may be derived from any source. They shall pay all orders drawn on them by the Chief, or voted on a regular or annual meeting of the department. They shall keep accurate records of all receipts and disbursements of the Department. The treasurer shall deposit all monies belonging to the Department in an account for that purpose in the designated depository for Department funds. The treasurer shall render an account of the financial condition for the department at every department meeting. The Treasurer will submit his/her books, orders, cancelled checks, and the current bank statement to the designated Certified Public Accountant (CPA) for an examination on a quarterly basis. The Department Treasurer will be bonded. The Treasurer will be compensated at the discretion of the membership. The treasurer has no on scene line officer responsibilities or authority.

SECTION 3:

Secretary:

The Secretary shall keep a correct record of each meeting and of all proceedings of the Department. They shall take charge of all the papers and books in their office. They shall call the roll of attendance at all Department meetings, and any other function if requested to do so by the Chief. They shall handle all correspondence of the Department. They shall receive all propositions for the revision of this Constitution and By-Laws, and read them at the meetings as prescribed by the By-Laws. They shall make an annual report of the activities of the Department to be presented at the Annual Meeting and to include a record of individual attendance at fires, meetings, and activities. They shall assure all members are notified of time, place, and purpose of a meeting called. Such notices to be given on the Evening Test. They shall notify all new members of the Department of their acceptance, and furnish each with a new copy of the Constitution and By-Laws, Standard Operating Procedures, and Standard Operating Guidelines. The Secretary will be compensated at the discretion of the membership. The secretary has no on scene line officer responsibilities or authority.

SECTION 4:

Department President:

The duties of the department president are as follows. They will manage the business function of the fire department. The president will preside over and run the regularly scheduled and special meetings of the department. They will manage and oversee department activities. They will oversee attendance at wakes, funerals, and meetings/conventions.

The department president will be answerable to the chief and the fire department board.

ARTICLE 9:

Board of Directors:

SECTION 1:

Members:

The Board of Directors of the Tupper Lake Volunteer Fire Department, Inc. shall consist of the three department chiefs, department treasurer, department secretary, the three company captains, the three company lieutenants and the president of the department.

SECTION 2:

Voting Members of the Board:

The voting members of the Board of Directors of the department shall consist of the following. The first assistant chief, the second assistant chief, the three captains, the three lieutenants, the president, the secretary, and the treasurer.

The chief only has a vote when it is needed to break a tie from the regular voting members of the board.

SECTION 3:

Board Meetings:

Board meetings will be called by the chief.

All members will be notified at least 72 hours in advance of the meeting. This notification will include the date, time and place of the meeting.

Board meetings will be run by the highest ranking line officer present.

ARTICLE 10:

Wakes and Funerals:

SECTION 1: Attendance at Wakes and Funerals:

The department will attend wakes of the following persons:
Active members, immediate family of active members, and retired or exempt members.

SECTION 2: Dress for attendance at wakes:

When attending wakes or funerals for immediate family of active members and retired members the dress will be casual department shirt for warmer weather and the department coat for colder weather.

When attending wakes or funerals for active members or past chiefs, the dress will be full dress uniform.

ARTICLE 11: Sexual Harassment:

SECTION 1: Policy:

The department has a zero tolerance policy on sexual harassment.

Any member who feels they have been subjected to sexual harassment must report the incident immediately to anyone of the line officers.

Any line officer receiving a complaint of sexual harassment will notify the chief immediately. The line officer will attempt to separate the persons involved to prevent any further problems.

The chief will notify the Village Board of the complaint and an investigation will be started. Appropriate action will be taken as necessary.

ARTICLE 12: Work Place Violence:

SECTION 1: Policy:

The department has a zero tolerance policy on work place violence.

Any member who feels they have been subjected to work Place violence must report the incident immediately to anyone of the line officers.

Any line officer receiving a complaint of work place violence will notify the chief immediately. The line officer will attempt to separate the persons involved to prevent any further problems.

The chief will notify the Village Board of the complaint and an investigation will be started. Appropriate action will be taken as necessary.

ARTICLE 13:

Social Media:

SECTION 1:

Social Media Defined:

Social media is the use of the computers, internet and software such as Facebook for the transmission of pictures and information.

SECTION 2:

Policy:

The department has a zero tolerance policy for the misuse of social media to transmit inappropriate information regarding the department or situation we respond to.

Examples of inappropriate information is giving names or information of fires, commenting inappropriately using the name of the department, and discussing causes of fires or accidents over the above sources.

All instances will be reviewed by the department board and any necessary action will be taken.

ARTICLE 14:

Discharges for Disciplinary Reasons:

SECTION 1:

Discharges for Failing to Meet Requirements:

Any members not attending 10% of calls, required hours of OSHA training, or 2 activities shall have a personal hearing before the Board of Directors who will judge each case on its own merits and render a verdict of no action, discharge or probation.

SECTION 2:

Discharges for Cause:

Discharges for cause will be utilized to address situations with members who have been convicted of crimes whether or not these crimes pertain to their acts as a firefighter. It also includes actions that violate the bylaws of the department or bringing disgrace to the department.

SECTION 3: Board Actions:

The department board will conduct an investigation of the situation. The affected member will be brought before the board and presented with the information and complaint against them. They will be allowed to answer with their side of the situation. The board will then render a decision and a course of action. Action can include discharge, suspension, or probation.

Discharges from the Tupper Lake Volunteer Fire Department, Inc. shall be governed as set forth by the Provisions of Section 209:L of the General Municipal Law and Article 5, Title B of the Civil Service Law.

SECTION 4: Equipment:

All firefighting equipment issued to fire fighters remains the property of the Village of Tupper Lake. Any member discharged from the department will return all equipment issued to them.

ARTICLE 15: Resignations:**SECTION 1:** Submission of Resignations:

Resignation of any member of the fire department shall be submitted in writing to the Secretary.

SECTION 2: No resignation shall be accepted from a member while charges are pending against him/her.**ARTICLE 16:** Committees:**SECTION 1:** Activities Committee:

The Activities Committee of the Department shall be appointed, when necessary, by the three Department Chiefs.

SECTION 2: Special Committees:

Special Committees may be appointed as authorized, pursuant to a resolution adopted at any meetings of the Department.

ARTICLE 17: Attendance at Conventions:**SECTION 1:** Delegates:

Convention delegates shall be designated by the Chief when requested to do so by the appropriate Convention Committee. Conventions are the following but not limited to these, Northern New York, State Chiefs, and FASNY. The Fire Department Board will decide which of the conventions the department members will attend and what benefits will be given members attending those conventions on an annual basis.

SECTION 2: There will be a sign up sheet at the Fire Station for those attending any of the conventions. Members include Department Active, Co. #5 and Ladies Auxiliary. A cutoff date will be set 1 week prior to the start of the convention.

SECTION 3: Members attending the convention will receive a set dollar amount per day for meals. Money will be handed out by the Chief before dinner each day. Each member will sign a roster sheet upon receiving his or her money. Exempt firemen will receive housing and the same as active members, but will not get the money per day for meals.

SECTION 4: Motels will be reserved and paid by the Fire Department. Any members who have their spouse or guest who is not a member of the Fire Department or Ladies Auxiliary will have to pay for half of their own rooms if they plan to stay.

SECTION 5: Members will not damage or destroy anything at the motels or any other places we may attend including any other motels, bars, restaurants, or other peoples property. Any member that set fires or does any damage, damages will be paid by the men or women involved and not paid by the Department. These members will also be brought up in front of the Board of Directors of the Tupper Lake Volunteer Fire Department, Inc. for further disciplinary actions.

SECTION 6: Any members who attend the convention and who were supplied with a Uniform and they do not march, will not be paid for that day.

SECTION 7: A fire department vehicle will leave the Fire Station on the 1st day of the convention. Any member is welcome to ride the vehicle. The vehicle will be available to shuttle members to and from locations at the convention, no men or women should drive at conventions if they have been drinking alcoholic beverages.

SECTION 8: Children of members will be allowed to attend certain functions of

the convention. The children will remain under constant supervision of the member. Children will not be allowed to spend the night in rooms paid for by Department funds.

ARTICLE 18: **Amendments to these Bylaws:**

SECTION 1: Procedures for Amendments:

All propositions to alter, amend or revoke this Constitution or By-Laws, either in part or in entirety, must be submitted in writing to the Secretary of the Department prior to the opening of any meeting of the Department. Such a proposition shall be read at the first regular meeting of the Department or a special meeting that has been called for the purpose of the alteration, amendment or revocation after it has been filed, and then shall be laid on the table until the following regular meeting of the Department. At this meeting it shall be read again and voted upon by members of the Department. A quorum must be present at this regular meeting before a vote can be taken. No alteration or revocation shall be made until it is adopted by a majority of the members present at a regular department meeting.

ARTICLE 19: **Meeting Order:**

SECTION 1: Order of Business:

The order of business at all meetings of the Department shall be, unless otherwise ordered by majority vote of the members present, as follows:

1. Roll Call
2. Reading of the minutes of the last regular or annual meetings and any intervening special meetings.
3. Report of Officers.
4. Report of Committees.
5. Communications and Bills.
6. Unfinished Business.
7. New Business.
8. Election of Officers.
9. Good of the Organization.
10. Adjournment.

Respectfully Submitted,

Carl Steffen
Mark Arsenault
Richard Sabin

Carl Steffen

Mark Arsenault

Richard Sabin

DATE OF FIRST READING:

DATE OF VOTE:

APPROVED DATE:



ESTABLISHED 1977

December 21, 2012

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

Re: Community Partnership

Dear Paul:

Burnham Benefit Advisors is committed to supporting our local communities.

Our charitable giving program recognizes the need to support North Country employers and organizations that enhance our region.

We feel strongly that our commitment to the North Country is an investment in the future of our region.

Thank you.

Sincerely,



Jeffrey P. Burnham
Partner

Enclosure

Employee Benefits • Consulting • Brokerage • HR Solutions • Compliance

2038 Saranac Avenue, Lake Placid, New York 12946
P: 518.523.8100 • F: 518.523.8105 • W: BurnhamBenefitAdvisors.com

3795

BURNHAM FINANCIAL SERVICES, LLC
FINANCIAL SERVICES / EMPLOYEE BENEFITS
2038 SARANAC AVENUE
LAKE PLACID, NY 12946
(518)523-8100

CHAMPLAIN NATIONAL BANK
LAKE PLACID, NEW YORK 12946
50-1040-213

12/21/12

Y TO THE
DER OF

Tupper Lake Volunteer Fire Department
Two hundred and fifty dollars —

\$ 250.⁰⁰—

DOLLARS

Security features. Details on back



MO Donation

Jennifer L. Fuller
AUTHORIZED SIGNATURE

⑈003795⑈ ⑆021310407⑆

901350 6⑈



Division of Fire Protection Services

HUEBER-BREUER CONSTRUCTION CO., INC.
Division of Fire Protection Services
148 Berwyn Ave. / PO Box 515
Syracuse, NY 13205-0515
315.476.7917
fax 476.7990

15 October 2012
REVISED 1/20/13

Mayor Paul Maroun
Trustee Rick Donah

Re: *Fire Station Referendum Services Proposal*
Tupper Lake Fire Department

Gentlemen:

With the acceptance of the completed September 2012 Feasibility Study by the Village of Tupper Lake, HUEBER-BREUER will have concluded its Scope of Services for the Feasibility Study portion of the project development. We understand there is still some work to be completed in regards to the EMS group's participation and propose to include those within this proposal.

We would like to thank the Village of Tupper Lake, Town of Tupper Lake, Tupper Lake Volunteer Fire Department, and the Building Committee for their active, and enthusiastic participation in the Study. The dedication of the Committee members is commendable and without their input and guidance the study would not have been completed. The final report is a document we can all be proud of.

The Proposed Action Plan within the study (tab 9) recommends proceeding with Schematic Design Development to support a public referendum vote in February of 2013.

HUEBER-BREUER is well positioned to lead the referendum effort on behalf of the Village of Tupper Lake. Our past track record with referendums is exemplary, with six of our referendum efforts passing on our first attempt including:

- DeWitt Fire District,
- Jamesville Fire District,
(following 2 failed independent attempts)
- Tully Fire District,
(following 3 failed independent attempts)
- Fayetteville Fire Department,
- Jonesville Fire District, and
(following a failed referendum)
- Keene Fire District.

In regards to Tupper Lake, specifically we propose to provide the following services:

Design Team Selection

HUEBER-BREUER has developed a concise and thorough Request for Proposal (RFP) for design services for Emergency Response facility projects. It clearly defines the scope of the project, the format in which the responses are to be submitted, and a bid sheet format that allows the Owner to compare "apples to apples" when selecting the design team. The "RFP" also clearly defines the role of HUEBER-BREUER for the project. Previous clients estimate the inclusion of HUEBER-BREUER in the project reduces the design team expenses by as much as 40%. Documentation regarding these savings is available upon request.

Schematic Design Development

In order to accurately demonstrate the scope of the project to the public, schematic drawings need to be developed. The design team, in partnership with the Village of Tupper Lake and HUEBER-BREUER, will develop a preliminary floor plan, building elevation, and site plan. The intent of these architectural renderings is to accurately portray the proposed project to the public in preparation for the referendum vote.

The structure of the RFP for design services keeps this cost to approximately 10% of the total design fee. HUEBER-BREUER strives to keep initial expense prior to voter approval as economical as possible to eliminate unneeded financial risk.

Budget Development

One of the most critical components of our services to our clients at this stage is budget analysis during the schematic design process. Using the magnitudes of cost developed in the Feasibility Study, HUEBER-BREUER will monitor all design methods and decisions to maintain the project budget.

Public Forms / Media Packages

Included in our Referendum Phase Proposal is a series of three Public Forums. HUEBER-BREUER takes the lead in conveying the building committee's efforts to date to the public in an open question and answer format. We engage the community with bulletin board posters distributed to local businesses inviting them to participate in the process. Creating an early and continuous line of communication is critical to the success of any project.

Local media representatives often attend the Public Forums. We prepare a specific media package for that evening that contains all the pertinent information that is going to be discussed in the meeting. We have experienced great success in providing the media accurate, concise information for residents that were unable to attend the Forums.

Voter Outreach Strategies

We will work with the Village of Tupper Lake to create promotional handouts, rally voter turnout, and provide referendum day support to assist in this effort. We provide assistance in preparing the required legal notices as well as other environmental requirements as part of our services.

Financing Options/Limitations

HUEBER-BREUER has managed the construction of over \$33 million of Emergency Response Facilities. We have consulted private owners, municipalities, and fire districts on their potential funding options, and the pros and cons of each. During the referendum phase it is critical that funding limitations that exist be realized early. Limitations including finance term, wage requirements, and bond market analysis must all be considered. HUEBER-BREUER's role with the Owner is to identify all funding options. We do not include in our proposal, costs associated with outside Bond Council or financing agencies

Grant Writing

Funding from non-local and non-traditional sources has become increasingly critical to successful fire station construction initiatives. HUEBER-BREUER's *Division of Fire Protection Services* brings experience in all the FEMA funding programs, including the SAFER ACT, Assistance to Firefighters Grants and the Fire Station Construction Grant Program. HUEBER-BREUER submitted three FSC grant applications in 2009 on behalf of fire departments with which we were under contract

In addition, many states entertain "member item" grant requests secured from legislators. HUEBER-BREUER has had success securing those kinds of initiatives that typically range from \$10,000 - \$100,000, funding new station equipment such as generators, PPE, gear washers, gear lockers, etc., that effectively remove those costs from the capital construction authorization.

We have included ten hours of grant writing services in our proposal. If additional services are required, we will review the proposed scope with the Owner before proceeding.

Referendum Phase Proposal

HUEBER-BREUER proposes to perform the services outlined above culminating with a referendum in March / April 2013. Hueber Breuer's fee for these services is \$14,000. Seven Thousand Dollars will be due on March 15th, with the balance due 30 days after the referendum vote. If the referendum fails, the fee proposal is reduced to \$7,000 , and no further payments will be due.

Building a Relationship

HUEBER-BREUER is appreciative of the support and trust offered by Tupper Lake to us to date. It is our goal to provide leadership in station development from its inception through construction and culminating at the end of the new facilities warranty period. To that end, we respectfully request The Village of Tupper Lake agrees acceptance of this proposal for referendum phase services constitutes a binding relationship between HUEBER-BREUER and Village of Tupper Lake that all construction management services for Pre-Construction and Construction Phases of the project be the sole right of HUEBER-BREUER. Upon successful completion of the referendum, when the final scope and duration of the project is known, HUEBER-BREUER will submit a proposal for the construction phases with values based on contracts we have executed with other municipalities for similar projects.

Accepted: _____
Village of Tupper Lake
Mayor Paul Maroun

Hueber Breuer
Sean Foran

Very truly yours,
HUEBER-BREUER CONSTRUCTION CO., INC.
Division of Fire Protection Services

Sean Foran
Team Leader

encl.

January 8, 2013

To All Highway Superintendents:

Enclosed are two copies of "Agreement to Spend Highway Funds". Please complete both forms and have them signed by the majority of members of your Town Board and your Town Highway Superintendent and return one copy to me, and keep one for yourself.

According to Section 284 of the Highway Law, this form must be on file in the County Highway Superintendent Office, but it doesn't have to be signed by the Highway Superintendent. Please send completed form to this office after your next Town Board meeting.

Sincerely,



Jonathan Hutchins

Franklin County

AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS

Agreement between the Town Superintendent of the Town of _____
_____ County, New York, and the undersigned members of the Town Board.

Pursuant to the provision of Section 284 of the Highway Law, we agree that moneys levied and collected in the Town for the repair and improvement of highways, and received from the State for State Aid for the repair and improvement of highways, shall be expended as follows:

1. General Repairs. The sum of \$ _____ shall be set aside to be expended for primary work and general repairs upon _____ miles of town highways, including sluices, culverts, and bridges having a span of less than five feet and boardwalks or the renewals thereof.

2. Permanent Improvements. The following sums shall be set aside to be expended for the permanent improvement of Town Highways:

A. On the road commencing at _____ and leading to _____, a distance of _____ miles, there shall be expended not over the sum of \$ _____.
Type _____ Width of Traveled Surface _____

Thickness _____ Subbase _____

B. On the road commencing at _____ and leading to _____, a distance of _____ miles, there shall be expended not over the sum of \$ _____.
Type _____ Width of Traveled Surface _____

Thickness _____ Subbase _____

C. On the road commencing at _____ and leading to _____, a distance of _____ miles, there shall be expended not over the sum of \$ _____.
Type _____ Width of Traveled Surface _____

Thickness _____ Subbase _____

Executed in Duplicate this _____ day of _____, 2013

Supervisor

Councilman

Councilman

Councilman

Councilman

Councilman

Councilman

Councilman

Town Superintendent

NOTE: This agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Superintendent. Both copies must be approved by the County Superintendent. One copy must be filed in the Town Clerk's office and one in the County Superintendent's Office. COPIES DO NOT HAVE TO FILED IN ALBANY.



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

December, 2012.

Patrol Vehicle Mileage:

5010: 1083

5011: 1965

5012: 0

Total Mileage: 3048
Total Fuel Gallons: 240.3

Total Reported Incidents: 205

Total Open Doors: 3

Total Rescue Calls dispatched/assisted: 15

Total calls for Utility Companies: 9

Total assists to NYSP and other Agencies: 13

Total Motor Vehicle Accidents logged / investigated: 12

Total of Alarms reported / investigated: 7

Value of Property reported stolen: \$2937.67

Value of Property recovered: \$20.00

Orders of Protection / Subpoenas served: 7

Missing persons reports: 0

V&T Complaints investigated: 16

Dog Complaints: 1

	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

Fuel History

Status: All

Vehicle ID: 5011Charg Start Date: 12/1/2012 End Date: 12/31/2012

Date	Note	Odometer	Unit Cost	Qty	Cost
5011Charg	2010 Dodge Charger		5011	70216	
12/2/2012		67112	\$0.000	13.200	\$0.00
12/3/2012		67277	\$0.000	10.000	\$0.00
12/5/2012		67341	\$0.000	5.000	\$0.00
12/7/2012		67496	\$0.000	10.000	\$0.00
12/9/2012		67642	\$0.000	9.200	\$0.00
12/11/2012		67799	\$0.000	11.500	\$0.00
12/13/2012		67911	\$0.000	6.700	\$0.00
12/16/2012		68226	\$0.000	11.400	\$0.00
12/18/2012		68363	\$0.000	7.800	\$0.00
12/19/2012		68430	\$0.000	4.500	\$0.00
12/20/2012		68597	\$0.000	10.500	\$0.00
12/22/2012		68730	\$0.000	8.800	\$0.00
12/24/2012		68803	\$0.000	5.100	\$0.00
12/26/2012		68918	\$0.000	8.200	\$0.00
12/29/2012		69077	\$0.000	12.500	\$0.00
Total Miles:		1965	CPM:	\$0.000	Total: \$0.00
Total Fuel:		134.400	CPG:	\$0.000	MPG: 14.62
Vehicle Count 1					
Total Miles:		1965	CPM:	\$0.000	Total: \$0.00
Total Fuel:		134.400	CPG:	\$0.000	MPG: 14.62

Fuel History

tatus: All

Vehicle ID: 5010 Durai Start Date: 12/1/2012 End Date: 12/31/2012

ate	Note	Odometer	Unit Cost	Qty	Cost
5010 Duran	2008 Dodge Durango 4 Door SUV		5010	41200	
2/ 4/2012		39705	\$0.000	10.600	\$0.00
2/ 8/2012		39881	\$0.000	13.500	\$0.00
2/10/2012		39988	\$0.000	9.700	\$0.00
2/13/2012		40144	\$0.000	12.000	\$0.00
2/21/2012		40297	\$0.000	13.000	\$0.00
2/22/2012		40383	\$0.000	8.500	\$0.00
2/23/2012		40447	\$0.000	5.500	\$0.00
2/27/2012		40546	\$0.000	10.500	\$0.00
2/28/2012		40654	\$0.000	10.500	\$0.00
2/30/2012		40788	\$0.000	12.100	\$0.00
Total Miles:		1083	CPM: \$0.000	Total:	\$0.00
Total Fuel:		105.900	CPG: \$0.000	MPG:	10.23

		Vehicle Count	1	
Total Miles:	1083	CPM:	\$0.000	Total: \$0.00
Total Fuel:	105.900	CPG:	\$0.000	MPG: 10.23



Tupper Lake Police Department Report of Arrests made for the Month of

December, 2012.

Arrest date	Name of Offense
12/3/2012	Harassment in the Second Degree
12/3/2012	Allow Dog to Run at Large
12/7/2012	MHL
12/8/2012	AGGRAVATED HARRASSMENT 2ND
12/8/2012	HARRASSMENT 2ND
12/8/2012	ISSUING A BAD CHECK
12/8/2012	ISSUING A BAD CHECK
12/10/2012	CRIMINAL CONTEMPT IN THE 1ST DEGREE
12/10/2012	ENDANGERING THE WELFARE OF A CHILD
12/12/2012	Harassment in the Second Degree
12/12/2012	Allowing Dog to Habbitually Bark
12/13/2012	MHL
12/14/2012	MHL
12/26/2012	Petit Larceny
12/27/2012	HARASSMENT 2ND
12/28/2012	CONSPIRACY IN THE 6TH
12/28/2012	Harassment in the second degree
12/28/2012	ATT ASSAULT 3RD
12/28/2012	CRIM POSS STOLEN PROPERTY 5TH
12/28/2012	STALKING IN THE FOURTH DEGREE
12/28/2012	CRIMINAL MISCHIEF 4TH
12/28/2012	CRIM MISCHIEF 4TH
12/28/2012	HARASSMENT IN THE SECOND DEGREE
12/29/2012	STALKING IN THE FOURTH DEGREE
12/29/2012	ATT. ASSAULT IN THE 3RD DEGREE
12/29/2012	HARASSMENT 2ND

***Tupper Lake Police Department Traffic Tickets
Issued for the month of December, 2012***

<i>Date</i>	<i>Time</i>	<i>Offense</i>	<i>Location</i>
12/4/2012	8:46:00 PM	No/inadequate Lights	Demars Boulev
12/4/2012	8:49:00 PM	No/inadequate Lights	Park Street
12/4/2012	6:54:00 PM	Op Mv- Mobile Phone	Main Street
12/5/2012	2:15:00 PM	Fail To Stop For School Bus	Main St
12/7/2012	7:43:00 PM	Failed To Yield Right-of-way When Entering Roadway	Main Street
12/7/2012	9:14:00 PM	No/inadequate Muffler	Mill Street
12/8/2012	8:33:00 PM	Unlicensed Operator	Lebouef Stre
12/8/2012	8:33:00 PM	Failed To Keep Right	Lebouef Stre
12/12/2012	8:59:00 PM	Op Mv-mobile Phone	Main Street
12/12/2012	8:59:00 PM	Aggravated Unlic Op 3rd (misd)	Main Street
12/12/2012	8:59:00 PM	Failed To Comply W/lawful Order	Main Street
12/12/2012	8:59:00 PM	Unattended Vehicle	Main Street
12/13/2012	9:13:00 AM	Speed In School Zone	Park St
12/13/2012	7:28:00 AM	Speed In School Zone	Park St
12/14/2012	8:25:00 PM	In Ad Or No Stop Lamps	Lake St
12/21/2012	10:19:00 PM	Oper Nonsupv Front Seat Occupant-dj/mj/permit	Hill St
12/21/2012	9:02:00 PM	No/inadequate Lights Drivers Side	Park St
12/21/2012	10:19:00 PM	Driving/wrong Way On One-way Street	Hill St
12/23/2012	9:26:00 AM	Unlicensed Operator	Demars Blv
12/29/2012	11:20:00 AM	Speed Not Reasonable And Prudent	Main Street
12/29/2012	11:20:00 AM	Failed To Keep Right	Main Street
12/29/2012	12:31:00 AM	Speed In Zone	Park Street
12/29/2012	12:31:00 AM	Uninspected Motor Vehicle	Park Street
12/29/2012	12:31:00 AM	Operating Violation Of Restrictions	Park Street

Total Tickets Issued: 24



Tupper Lake Police Department Report of Parking Tickets issued during the Month of December, 2012

- | | | |
|-----------------------------|---------------------------------|--------------------------------|
| 1. No Parking 2hr. Limit | 6. No Stopping | 11. Parked on Sidewalk |
| 2. Prohibited Parking | 7. Expired Inspection | 12. More than 12" from Curb |
| 3. Parked Blocking Driveway | 8. Expired Registration | 13. Parked in Fire Lan |
| 4. Parked Wrong Direction | 9. Less than 15ft. From Hydrant | 14. No Parking 2 a.m. to 6 a.m |

12/2/2012	2:10	14	Main Street
12/4/2012	2:44	14	3rd Street
12/4/2012	2:49	14	Mt View
12/4/2012	2:59	14	Emma St
12/4/2012	3:16	14	Depot St
12/4/2012	3:59	14	Hill St
12/5/2012	2:16	14	Park Street
12/5/2012	2:22	14	Broad Street
12/5/2012	2:30	14	Wawbeek Avenue
12/6/2012	3:29	14	Park Street
12/6/2012	3:33	14	Cliff Avenue
12/6/2012	4:14	14	Cliff Avenue
12/7/2012	2:40	8,14	Park Street
12/7/2012	2:48	14	High Street
12/7/2012	2:55	14	Chaney Avenue
12/7/2012	3:00	14	Hill Street
12/9/2012	2:00	7,14	Cliff Avenue
12/9/2012	2:09	14	Wawbeek Avenue
12/9/2012	2:27	14	Pine Street
12/10/2012	2:06	14	Vachereau St.
12/10/2012	2:10	14	Wawbeek Avenue
12/11/2012	3:50	14	Hill Stree
12/11/2012	4:00	14	Underwood Road
12/12/2012	3:24	14	Park Street
12/12/2012	3:28	7,14	Cliff Avenue
12/13/2012	2:15	14	Vachereau Street
12/18/2012	2:01	14	Wawbeek Ave
12/22/2012	2:17	14	Arden St
12/22/2012	2:20	14	Wawbeek Ave
12/22/2012	2:36	14	Water St
12/22/2012	2:40	14	Cedar St
12/22/2012	2:57	14	Main St
12/27/2012	3:19	14	Cedar Street
12/31/2012	2:59	14	First Street

TUPPER LAKE POLICE DEPARTMENT SJS Incident Type Report

SJS INCIDENT TYPES BETWEEN 12/01/2012 AND 12/31/2012

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

Page 1 of 15

Print Date/Time: 01/17/2013 9:53:24

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name		Location Type		
25129	911 HANG UP 33 WASHINGTON ST TUPPER LAKE, NEW YORK 12986	12/30/2012 17:18	12/31/2012 19:53	12/30/2012	CLOSED BY INVESTIGATION	12/31/2012
25135	911 HANG UP 14 BERKLEY AVENUE TUPPER LAKE, NEW YORK 12986	12/19/2012 08:48	12/19/2012 20:30	12/19/2012	CLOSED BY INVESTIGATION SINGLE FAMILY HOME	12/31/2012
25040	AIDED CASE 53 PARK STREET TUPPER LAKE, NEW YORK 12986	12/14/2012 23:50	12/16/2012 09:00	12/14/2012	CLOSED BY INVESTIGATION TUPPER LAKE PD PARKING LOT	12/14/2012
25132	ANIMAL COMPLAINT-OTHER ANIMAL WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986	12/25/2012 15:50	12/26/2012 23:23	12/25/2012	CLOSED BY INVESTIGATION MERCY HEALTHCARE CENTER YARD	12/31/2012
24974	ANIMAL COMPLAINT-OTHER ANIMAL 12 9TH STREET TUPPER LAKE, NEW YORK 12986	12/05/2012 08:30	12/07/2012 17:54	12/05/2012	CLOSED BY INVESTIGATION YARD	12/05/2012
25114	ASSIST CITIZEN 185 PARK ST TUPPER LAKE, NEW YORK 12986	12/27/2012 23:07	12/31/2012 19:53	12/27/2012	CLOSED BY INVESTIGATION PARKING LOT	12/28/2012
25095	ASSIST CITIZEN 10 HIGH STREET TUPPER LAKE, NEW YORK 12986	12/25/2012 00:24	12/26/2012 23:23	12/25/2012	UNFOUNDED SINGLE FAMILY HOME	12/25/2012
25055	ASSIST CITIZEN 25 CHANEY AVE TUPPER LAKE, NEW YORK 12986	12/18/2012 10:00	12/18/2012 18:42	12/18/2012	CLOSED BY INVESTIGATION TUPPER LAKE HIGH SCHOOL SCHOOL	12/18/2012
24997	ASSIST CITIZEN 13 MAIN ST APT 1 TUPPER LAKE, NEW YORK 12986	12/08/2012 16:41	12/08/2012 22:18	12/08/2012	CLOSED BY INVESTIGATION MULTIPLE DWELLING	12/08/2012
24993	ASSIST CITIZEN 53 PARK STREET TUPPER LAKE, NEW YORK 12986	12/07/2012 09:00	12/07/2012 17:54	12/07/2012	PENDING INVESTIGATION TUPPER LAKE POLICE DEPARTMENT OTHER PUBLIC ACCESS BUILDING	12/08/2012
24976	ASSIST CITIZEN 255 PARK STREET TUPPER LAKE, NEW YORK 12986	12/05/2012 14:30	12/07/2012 17:54	12/05/2012	CLOSED BY INVESTIGATION TUPPER LAKE MOTEL HOTEL/MOTEL	12/05/2012
25111	ASSIST FIRE DEPARTMENT 15 CHURCH ST APT 2J TUPPER LAKE, NEW YORK 12986	12/27/2012 18:15	12/31/2012 19:53	12/27/2012	CLOSED BY INVESTIGATION MULTIPLE DWELLING	12/27/2012
25090	ASSIST FIRE DEPARTMENT 15 CHURCH ST APT 2C TUPPER LAKE, NEW YORK 12986	12/23/2012 18:41	12/23/2012 20:45	12/23/2012	CLOSED BY INVESTIGATION MULTIPLE DWELLING	12/23/2012
25056	ASSIST FIRE DEPARTMENT 100 MCLAUGHLIN AVE TUPPER LAKE, NEW YORK 12986	12/18/2012 18:04	12/18/2012 18:42	12/18/2012	CLOSED BY INVESTIGATION SINGLE FAMILY HOME	12/18/2012

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

Page 2 of 15

Print Date/Time: 01/17/2013 9:53:24

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name		Location Type		
25107	ASSIST OTHER LAW ENFORCEMENT AGENCY 36 MURRAY STREET TUPPER LAKE, NEW YORK 12986	12/27/2012 14:00	12/31/2012 19:53	12/27/2012	CLOSED BY INVESTIGATION	12/27/2012 SINGLE FAMILY HOME
25104	ASSIST OTHER LAW ENFORCEMENT AGENCY 2445 STATE RTE 30 TUPPER LAKE, NEW YORK 12986	12/27/2012 06:40	12/31/2012 19:53	12/27/2012	CLOSED BY INVESTIGATION	12/27/2012 GOVERNMENT OFFICE
25097	ASSIST OTHER LAW ENFORCEMENT AGENCY TUPPER LAKE, NEW YORK 12986	12/25/2012 17:16	12/26/2012 23:23	12/25/2012		12/31/2012
25134	ASSIST OTHER LAW ENFORCEMENT AGENCY ROUTE 3 RAYMO HILL TUPPER LAKE, NEW YORK 12986	12/19/2012 07:45	12/19/2012 20:30	12/19/2012	CLOSED BY INVESTIGATION	12/31/2012 STREET
25066	ASSIST OTHER LAW ENFORCEMENT AGENCY MALONE, NEW YORK 12986	12/19/2012 04:30	12/19/2012 20:30	12/19/2012	CLOSED BY INVESTIGATION	12/21/2012 SINGLE FAMILY HOME
24960	ASSIST OTHER LAW ENFORCEMENT AGENCY 160 IVY TERRACE TUPPER LAKE, NEW YORK 12986	12/03/2012 20:59	12/05/2012 05:49	12/03/2012	CLOSED BY INVESTIGATION	12/03/2012 RESIDENTIAL FACILITY
25098	ASSIST RESCUE CALL 149 IVY TERRACE TUPPER LAKE, NEW YORK 12986	12/26/2012 15:47	12/26/2012 23:23	12/26/2012	CLOSED BY INVESTIGATION	12/26/2012 SINGLE FAMILY HOME
25086	ASSIST RESCUE CALL 7 MILL STREET TUPPER LAKE, NEW YORK 12986	12/22/2012 23:56	12/23/2012 20:45	12/22/2012	CLOSED BY INVESTIGATION	12/22/2012 MULTIPLE DWELLING
25084	ASSIST RESCUE CALL 223 PARK ST APT 1 TUPPER LAKE, NEW YORK 12986	12/22/2012 20:02	12/23/2012 20:45	12/22/2012	CLOSED BY INVESTIGATION	12/22/2012 MULTIPLE DWELLING
25053	ASSIST RESCUE CALL 303 HOSLEY AVE APT 2 TUPPER LAKE, NEW YORK 12986	12/18/2012 07:56	12/18/2012 18:42	12/18/2012	CLOSED BY INVESTIGATION	12/18/2012 SINGLE FAMILY HOME
25041	ASSIST RESCUE CALL LAKEVIEW AVE BLDG 50 TUPPER LAKE, NEW YORK 12986	12/15/2012 02:30	12/16/2012 09:00	12/15/2012	CLOSED BY INVESTIGATION	12/15/2012 SINGLE FAMILY HOME
25039	ASSIST RESCUE CALL ROUNDS AVE BLDG 6 TUPPER LAKE, NEW YORK 12986	12/14/2012 21:43	12/16/2012 09:00	12/14/2012	CLOSED BY INVESTIGATION	12/14/2012 SINGLE FAMILY HOME
25143	ASSIST RESCUE CALL FACTEAU AVE TUPPER LAKE, NEW YORK 12986	12/13/2012 13:11	12/13/2012 23:12	12/13/2012	CLOSED BY INVESTIGATION	12/13/2012 SINGLE FAMILY HOME
25017	ASSIST RESCUE CALL 47 HEBERT LANE TUPPER LAKE, NEW YORK 12986	12/10/2012 09:05	12/13/2012 23:12	12/10/2012	CLOSED BY INVESTIGATION	12/10/2012 SINGLE FAMILY HOME

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

Page 3 of 15

Print Date/Time: 01/17/2013 9:53:24

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name		Location Type		
25016	ASSIST RESCUE CALL 67 WASHINGTON STREET TUPPER LAKE, NEW YORK 12986	12/10/2012 08:16	12/13/2012 23:12	12/10/2012	CLOSED BY INVESTIGATION	12/10/2012
					SINGLE FAMILY HOME	
25013	ASSIST RESCUE CALL 49 HIGH STREET TUPPER LAKE, NEW YORK 12986	12/09/2012 23:39	12/09/2012 23:45	12/09/2012	CLOSED BY INVESTIGATION	12/09/2012
					PARKING LOT	
25005	ASSIST RESCUE CALL 15 WOODLAND DRIVE APT 103 TUPPER LAKE, NEW YORK 12986	12/09/2012 09:16	12/09/2012 23:45	12/09/2012	CLOSED BY INVESTIGATION	12/09/2012
					MULTIPLE DWELLING	
24971	ASSIST RESCUE CALL 34 LAKE RIDGE TUPPER LAKE, NEW YORK 12986	12/04/2012 23:23	12/05/2012 05:49	12/04/2012	CLOSED BY INVESTIGATION	12/04/2012
					SINGLE FAMILY HOME	
24958	ASSIST RESCUE CALL 336 PARK STREET APT 6 TUPPER LAKE, NEW YORK 12986	12/03/2012 19:00	12/05/2012 05:49	12/03/2012	CLOSED BY INVESTIGATION	12/03/2012
					PARK MOTEL	
24948	ATTEMPT TO LOCATE PERSON 20 LINDSEY AVE TUPPER LAKE, NEW YORK 12986	12/02/2012 01:37	12/03/2012 12:55	12/02/2012	CLOSED BY INVESTIGATION	12/12/2012
					SINGLE FAMILY HOME	
24946	ATTEMPTED SUICIDE 17 WASHINGTON STREET TUPPER LAKE, NEW YORK 12986	12/01/2012 19:32	12/03/2012 12:55	12/01/2012	CLOSED BY INVESTIGATION	12/02/2012
25007	BOYFRIEND/GIRLFRIEND TROUBLE 51 LAKE STREET SUNMOUNT DDSO CAMPUS TUPPER LAKE,	12/07/2012 11:44	12/09/2012 23:45	12/09/2012	CLOSED BY INVESTIGATION	12/09/2012
					OTHER BUILDING	
25093	BURGLARY 6 LINDSAY AVENUE TUPPER LAKE, NEW YORK 12986	12/16/2012 17:00	12/24/2012 10:00	12/24/2012	PENDING INVESTIGATION	12/24/2012
					SINGLE FAMILY HOME	
25102	BURGLARY ALARM 120 DEMARS BLVD TUPPER LAKE, NEW YORK 12986	12/26/2012 22:05	12/26/2012 23:23	12/26/2012	CLOSED BY INVESTIGATION	12/26/2012
					TUPPER LAKE TOWN OFFICES	
25069	BURGLARY ALARM 294 HOSLEY AVE TUPPER LAKE, NEW YORK 12986	12/21/2012 07:23	12/21/2012 20:40	12/21/2012	CLOSED BY INVESTIGATION	12/21/2012
					LP QUINN ELEMENTARY SCHOOL	
25065	BURGLARY ALARM 294 HOSLEY AVE TUPPER LAKE, NEW YORK 12986	12/21/2012 04:10	12/21/2012 20:40	12/21/2012	CLOSED BY INVESTIGATION	12/21/2012
					LP QUINN SCHOOL	
25010	BURGLARY ALARM 4 DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986	12/09/2012 12:08	12/09/2012 23:45	12/09/2012	CLOSED BY INVESTIGATION	12/09/2012
					RAY'S LIQUOR	
25060	BURGLARY-ATTEMPTED 92 IVY TERRANCE TUPPER LAKE, NEW YORK 12986	12/19/2012 10:45	12/19/2012 20:30	12/19/2012	CLOSED BY INVESTIGATION	12/28/2012
					SINGLE FAMILY HOME	

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

Page 4 of 15

Print Date/Time: 01/17/2013 9:53:24

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name		Location Type		
25022	CALL REFERRED TO NYSP 69 BROAD STREET TUPPER LAKE, NEW YORK 12986	12/12/2012 16:45	12/13/2012 23:12	12/12/2012	CLOSED BY INVESTIGATION	12/12/2012 SINGLE FAMILY HOME
25125	COMMUNITY SERVICE WAWBEEK AVE TUPPER LAKE, NEW YORK 12986	12/30/2012 10:48	12/31/2012 19:53	12/30/2012	CLOSED BY INVESTIGATION	12/30/2012 STREET
25123	COMMUNITY SERVICE TUPPER LAKE, NEW YORK 12986	12/30/2012 08:19	12/31/2012 19:53	12/30/2012	CLOSED BY INVESTIGATION	12/30/2012 STREET
25089	COMMUNITY SERVICE 42 WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986	12/23/2012 10:36	12/23/2012 20:45	12/23/2012	CLOSED BY INVESTIGATION	12/23/2012 CHURCH
25087	COMMUNITY SERVICE 114 MAIN STREET TUPPER LAKE, NEW YORK 12986	12/23/2012 08:15	12/23/2012 20:45	12/23/2012	CLOSED BY INVESTIGATION	12/23/2012 CHURCH
25083	COMMUNITY SERVICE TUPPER LAKE, NEW YORK 12986	12/22/2012 17:51	12/23/2012 20:45	12/22/2012	CLOSED BY INVESTIGATION	12/27/2012 HOLY NAME CHURCH
25133	COMMUNITY SERVICE MAIN STREET TUPPER LAKE, NEW YORK 12986	12/16/2012 08:45	12/16/2012 09:00	12/16/2012	CLOSED BY INVESTIGATION	12/31/2012 CHURCH
25043	COMMUNITY SERVICE WAWBEEK AVE TUPPER LAKE, NEW YORK 12986	12/15/2012 15:33	12/16/2012 09:00	12/15/2012	CLOSED BY INVESTIGATION	12/16/2012 CHURCH
25006	COMMUNITY SERVICE 42 WAWBEEK AVE TUPPER LAKE, NEW YORK 12986	12/09/2012 10:42	12/09/2012 23:45	12/09/2012	CLOSED BY INVESTIGATION	12/09/2012 CHURCH
25004	COMMUNITY SERVICE 114 MAIN STREET TUPPER LAKE, NEW YORK 12986	12/09/2012 08:18	12/09/2012 23:45	12/09/2012	CLOSED BY INVESTIGATION	12/09/2012 CHURCH
24999	COMMUNITY SERVICE MAIN ST TUPPER LAKE, NEW YORK 12986	12/08/2012 17:27	12/08/2012 22:18	12/08/2012	CLOSED BY INVESTIGATION	12/08/2012 CHURCH
24995	COMMUNITY SERVICE WAWBEEK AVE TUPPER LAKE, NEW YORK 12986	12/08/2012 15:44	12/08/2012 22:18	12/08/2012	CLOSED BY INVESTIGATION	12/08/2012 CHURCH
24949	COMMUNITY SERVICE TUPPER LAKE, NEW YORK 12986	12/02/2012 08:15	12/03/2012 12:55	12/02/2012	CLOSED BY INVESTIGATION	12/02/2012 STREET
24945	COMMUNITY SERVICE PARK ST TUPPER LAKE, NEW YORK 12986	12/01/2012 17:52	12/03/2012 12:55	12/01/2012	CLOSED BY INVESTIGATION	12/01/2012 STREET

SJS INCIDENT TYPES BETWEEN 12/01/2012 AND 12/31/2012

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

Page 5 of 15

Print Date/Time: 01/17/2013 9:53:24

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name		Location Type		
24943	COMMUNITY SERVICE 42 WAWBEEK AVE TUPPER LAKE, NEW YORK 12986	12/01/2012 15:51	12/03/2012 12:55	12/01/2012	CLOSED BY INVESTIGATION	12/01/2012
		ST ALPHONSUS CHURCH		STREET		
25054	CRIMINAL MISCHIEF 25 CHANEY AVE TUPPER LAKE, NEW YORK 12986	12/16/2012 02:30	12/18/2012 18:42	12/18/2012	PENDING INVESTIGATION	12/20/2012
		TUPPER LAKE MIDDLE HIGH SCHOOL		PARKING LOT		
25051	CRIMINAL MISCHIEF 105 PARK ST TUPPER LAKE, NEW YORK 12986	12/15/2012 17:00	12/16/2012 07:00	12/17/2012	CLOSED BY INVESTIGATION	12/17/2012
		SUN CREATIONS		OTHER RETAIL STORE		
25049	CRIMINAL MISCHIEF 6 FACTEAU AVENUE TUPPER LAKE, NEW YORK 12986	12/16/2012 00:00	12/16/2012 09:00	12/16/2012	CLOSED BY INVESTIGATION	12/16/2012
				YARD		
25138	CUSTODIAL INTERFERENCE 9 CEDER STREET TUPPER LAKE, NEW YORK 12986	12/25/2012 09:00	12/31/2012 19:53	12/31/2012	CLOSED BY INVESTIGATION	12/31/2012
				SINGLE FAMILY HOME		
25146	DISORDERLY CONDUCT/DISTURBANCE 124 PARK STREET 7 HIGH STREET TUPPER LAKE, NEW YORK	12/31/2012 21:46	12/31/2012 22:05	12/31/2012	CLOSED BY INVESTIGATION	12/31/2012
		STEWARTS		STREET		
24961	DISORDERLY CONDUCT/DISTURBANCE 116 PARK STREEET TUPPER LAKE, NEW YORK 12986	12/03/2012 21:32	12/05/2012 05:49	12/03/2012	CLOSED BY INVESTIGATION	12/03/2012
		GUIDOS PIZZERIA		MULTIPLE DWELLING		
24956	DOG COMPLAINT 109 WAWBEEK AVENUE APT 1/A TUPPER LAKE, NEW YORK	08/31/2012 00:01	12/03/2012 12:55	12/03/2012	ARREST - ADULT	12/12/2012
				MULTIPLE DWELLING		
25052	DOMESTIC DISPUTE 41 MAIN STREET APT 2 TUPPER LAKE, NEW YORK 12986	12/17/2012 19:00	12/17/2012 19:03	12/17/2012	CLOSED BY INVESTIGATION	12/17/2012
				MULTIPLE DWELLING		
25139	DOMESTIC DISPUTE MCLAUGHLIN AVE TUPPER LAKE, NEW YORK 12986	12/17/2012 06:38	12/16/2012 07:00	12/17/2012	CLOSED BY INVESTIGATION	12/31/2012
				STREET		
25121	ELECTRIC TUPPER LAKE, NEW YORK 12986	12/29/2012 20:42	12/31/2012 19:53	12/29/2012	CLOSED BY INVESTIGATION	12/31/2012
		MOUNT MORRIS		FIELD/WOODS		
25015	ELECTRIC OAK STREET TUPPER LAKE, NEW YORK 12986	12/10/2012 06:40	12/13/2012 23:12	12/10/2012	CLOSED BY INVESTIGATION	12/10/2012
				STREET		
25119	FALSE ALARM (ANY TYPE) 25 CHENEY AVE TUPPER LAKE, NEW YORK 12986	12/29/2012 13:25	12/31/2012 19:53	12/29/2012	UNFOUNDED	12/29/2012
		TUPPER LAKE CENTRAL SCHOOL BUS GARAGE		SCHOOL		
24953	FALSE ALARM (ANY TYPE) 75 PARK ST TUPPER LAKE, NEW YORK 12986	12/02/2012 15:10	12/03/2012 12:55	12/02/2012	CLOSED BY INVESTIGATION	12/02/2012
		CBNA		FINANCIAL INSTITUTION		

SJS INCIDENT TYPES BETWEEN 12/01/2012 AND 12/31/2012

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

Page 6 of 15

Print Date/Time: 01/17/2013 9:53:24

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name		Location Type		
25042	GUN SHOTS FIRED SECOND STREET BROAD STREET TUPPER LAKE, NEW YORK	12/15/2012 02:30	12/16/2012 09:00	12/15/2012	CLOSED BY INVESTIGATION	12/15/2012
25142	HARASSMENT DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986	12/31/2012 16:38	12/31/2012 19:53	12/31/2012	PENDING INVESTIGATION	12/31/2012
25141	HARASSMENT MAIN STREET TUPPER LAKE, NEW YORK 12986	12/31/2012 14:40	12/31/2012 19:53	12/31/2012	CLOSED BY INVESTIGATION	12/31/2012
25105	HARASSMENT 125 MAIN STREET TUPPER LAKE, NEW YORK 12986	12/27/2012 07:00	12/31/2012 19:53	12/27/2012	CLOSED BY INVESTIGATION	12/27/2012
25075	HARASSMENT 31 SANTA CLARA AVE TUPPER LAKE, NEW YORK 12986	12/21/2012 20:35	12/21/2012 20:40	12/21/2012	CLOSED - VIC. REFUSED COC	01/14/2013
25047	HARASSMENT 7 EMMA STREET TUPPER LAKE, NEW YORK 12986	12/16/2012 14:00	12/16/2012 07:00	12/16/2012	CLOSED BY INVESTIGATION	12/16/2012
25050	HARASSMENT 103 WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986	12/16/2012 11:00	12/16/2012 07:00	12/16/2012	CLOSED BY INVESTIGATION	12/16/2012
25048	HARASSMENT PARK STREET TUPPER LAKE, NEW YORK 12986	12/14/2012 13:30	12/16/2012 09:00	12/14/2012	CLOSED BY INVESTIGATION	12/16/2012
24979	HARASSMENT DEMARS BLVD TUPPER LAKE, NEW YORK 12986	12/05/2012 18:08	12/07/2012 17:54	12/05/2012	CLOSED BY INVESTIGATION	12/12/2012
24964	HARASSMENT WAWBEEK AVE HIGH STREET TUPPER LAKE, NEW YORK 12986	12/04/2012 15:20	12/05/2012 05:49	12/04/2012	ARREST - ADULT	12/12/2012
25073	HIT AND RUN BROAD ST BLDG 40 TUPPER LAKE, NEW YORK 12986	12/21/2012 19:55	12/21/2012 20:40	12/21/2012	CLOSED BY INVESTIGATION	12/21/2012
25106	ILLEGALLY PARKED VEHICLE 51 WATER STREET TUPPER LAKE, NEW YORK 12986	12/27/2012 06:00	12/31/2012 19:53	12/27/2012	CLOSED BY INVESTIGATION	12/27/2012
25030	ILLEGALLY PARKED VEHICLE EMMA ST TUPPER LAKE, NEW YORK 12986	12/13/2012 10:10	12/13/2012 23:12	12/13/2012	CLOSED BY INVESTIGATION	12/13/2012
25014	ILLEGALLY PARKED VEHICLE WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986	12/10/2012 02:07	12/10/2012 02:18	12/10/2012	CLOSED BY INVESTIGATION	12/10/2012

SJS INCIDENT TYPES BETWEEN 12/01/2012 AND 12/31/2012

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

Page 7 of 15

Print Date/Time: 01/17/2013 9:53:24

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name		Location Type		
25019	IN PROGRESS 14 SECOND STREET TUPPER LAKE, NEW YORK 12986	12/10/2012 19:53	12/13/2012 23:12	12/10/2012	CLOSED BY INVESTIGATION	12/13/2012
25061	MENTAL HEALTH INCIDENTS STETSON ROAD TUPPER LAKE, NEW YORK 12986	12/19/2012 14:30	12/19/2012 20:30	12/19/2012	CLOSED BY INVESTIGATION	12/20/2012
25036	MENTAL HEALTH INCIDENTS DEMARS BLVD TUPPER LAKE, NEW YORK 12986	12/14/2012 08:00	12/16/2012 09:00	12/14/2012	ARREST - ADULT PARKING LOT	12/14/2012
25031	MENTAL HEALTH INCIDENTS PARK STREET TUPPER LAKE, NEW YORK 12986	12/13/2012 15:20	12/13/2012 23:12	12/13/2012	ARREST - ADULT STREET	12/13/2012
24985	MENTAL HEALTH INCIDENTS 25 CHANEY AVE TUPPER LAKE, NEW YORK 12986	12/07/2012 09:40	12/07/2012 17:54	12/07/2012	PENDING INVESTIGATION	12/07/2012
25160	NEIGHBORHOOD TROUBLE 5 MCLAUGHLIN AVENUE TUPPER LAKE, NEW YORK 12986	12/31/2012 12:26	12/31/2012 19:53	12/31/2012	CLOSED BY INVESTIGATION	01/01/2013
25131	NEIGHBORHOOD TROUBLE 99 PARK ST APT UPSTAIRS TUPPER LAKE, NEW YORK 12986	12/31/2012 00:12	12/31/2012 19:53	12/31/2012	CLOSED BY INVESTIGATION	12/31/2012
25094	NEIGHBORHOOD TROUBLE 13 MAIN STREET APT 3 TUPPER LAKE, NEW YORK 12986	12/24/2012 20:10	12/26/2012 23:23	12/24/2012	CLOSED BY INVESTIGATION	12/24/2012
25082	NEIGHBORHOOD TROUBLE 124 PARK STREET TUPPER LAKE, NEW YORK 12986	12/22/2012 13:10	12/23/2012 20:45	12/22/2012	CLOSED BY INVESTIGATION	12/22/2012
25046	NEIGHBORHOOD TROUBLE PARK STREET TUPPER LAKE, NEW YORK 12986	12/16/2012 03:45	12/16/2012 09:00	12/16/2012	PENDING INVESTIGATION	12/16/2012
25148	NOISE COMPLAINT 41 MAIN ST APT 5 TUPPER LAKE, NEW YORK 12986	12/31/2012 22:20	12/31/2012 22:21	12/31/2012	CLOSED BY INVESTIGATION	12/31/2012
25122	NOISE COMPLAINT 5 CLIFF AVE TUPPER LAKE, NEW YORK 12986	12/30/2012 01:31	12/31/2012 19:53	12/30/2012	CLOSED BY INVESTIGATION	12/31/2012
25035	NOISE COMPLAINT 153 IVY TERRACE TUPPER LAKE, NEW YORK 12986	12/13/2012 23:10	12/13/2012 23:15	12/13/2012	CLOSED BY INVESTIGATION	12/13/2012
25070	ODOR OF GAS 16 DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986	12/21/2012 07:48	12/21/2012 20:40	12/21/2012	CLOSED BY INVESTIGATION	12/21/2012

SJS INCIDENT TYPES BETWEEN 12/01/2012 AND 12/31/2012

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

Page 8 of 15

Print Date/Time: 01/17/2013 9:53:24

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name		Location Type		
25037	OFFICER SICK REPORT 11 VACHEREAU STREET TUPPER LAKE, NEW YORK 12986	12/14/2012 19:46	12/16/2012 09:00	12/14/2012	CLOSED BY INVESTIGATION	12/14/2012 SINGLE FAMILY HOME
25064	ORDER OF PROTECTION SERVED (ALL OTHE 10 HIGH ST APT 2 TUPPER LAKE, NEW YORK 12986	12/20/2012 19:29	12/21/2012 20:40	12/20/2012	CLOSED BY INVESTIGATION	12/20/2012 MULTIPLE DWELLING
25063	ORDER OF PROTECTION SERVED (ALL OTHE 81 IVY TERRACE TUPPER LAKE, NEW YORK 12986	12/20/2012 19:19	12/21/2012 20:40	12/20/2012	CLOSED BY INVESTIGATION	12/20/2012 MULTIPLE DWELLING
25062	ORDER OF PROTECTION SERVED (ALL OTHE 83 MAIN ST APT LOT 3 TUPPER LAKE, NEW YORK 12986	12/20/2012 19:09	12/21/2012 20:40	12/20/2012	CLOSED BY INVESTIGATION	12/20/2012 SINGLE FAMILY HOME
24988	OTHER 36 WAWBEEK AVE TUPPER LAKE, NEW YORK 12986	12/07/2012 13:44	12/07/2012 17:54	12/07/2012	CLOSED BY INVESTIGATION	12/07/2012 PARKING LOT
24987	OTHER 36 WAWBEEK AVE TUPPER LAKE, NEW YORK 12986	12/07/2012 13:18	12/07/2012 17:54	12/07/2012	CLOSED BY INVESTIGATION	12/07/2012 PARKING LOT
25021	OTHER ACCIDENT DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986	12/04/2012 16:58	12/05/2012 05:49	12/04/2012	CLOSED BY INVESTIGATION	12/04/2012 STREET
25068	PAGE OUT RESCUE CALL MCLAUGHLIN AVE TUPPER LAKE, NEW YORK 12986	12/21/2012 06:10	12/21/2012 20:40	12/21/2012	CLOSED BY INVESTIGATION	12/21/2012 STREET
25009	PAGE OUT RESCUE CALL 53 PARK STREET TUPPER LAKE, NEW YORK 12986	12/09/2012 14:44	12/09/2012 23:45	12/09/2012	CLOSED-EXTRAD. DECLINEL	12/09/2012 GOVERNMENT OFFICE
25071	PAGE OUT TUPPER LAKE FIRE DEPARTMENT 16 DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986	12/21/2012 07:48	12/21/2012 20:40	12/21/2012	CLOSED BY INVESTIGATION	12/21/2012 OTHER OUTSIDE LOCATION
25118	PERSONAL INJURY MAIN ST WASHINGTON ST TUPPER LAKE, NEW YORK 12986	12/29/2012 11:20	12/31/2012 19:53	12/29/2012	CLOSED BY INVESTIGATION	12/29/2012 STREET
25130	PROPERTY CHECK 22 LINDSAY AVENUE TUPPER LAKE, NEW YORK 12986	12/29/2012 19:00	12/31/2012 19:53	12/29/2012	CLOSED BY INVESTIGATION	12/30/2012 SINGLE FAMILY HOME
25116	PROPERTY DAMAGE PARK STREET TUPPER LAKE, NEW YORK 12986	12/28/2012 18:47	12/31/2012 19:53	12/28/2012	CLOSED BY INVESTIGATION	12/31/2012 STREET
25108	PROPERTY DAMAGE MAIN STREET DEMARS BOULEVARD TUPPER LAKE, NEW YC	12/27/2012 15:35	12/31/2012 19:53	12/27/2012	CLOSED BY INVESTIGATION	12/27/2012 STREET

SJS INCIDENT TYPES BETWEEN 12/01/2012 AND 12/31/2012

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

Page 9 of 15

Print Date/Time: 01/17/2013 9:53:24

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name		Location Type		
25140	PROPERTY DAMAGE STATE RTE 3 CHILDWOLD, NEW YORK 12922	12/21/2012 11:40	12/21/2012 20:40	12/21/2012	CLOSED BY INVESTIGATION	12/31/2012
					STREET	
25067	PROPERTY DAMAGE MCLAUGHLIN AVE TUPPER LAKE, NEW YORK 12986	12/21/2012 06:10	12/21/2012 20:40	12/21/2012	CLOSED BY INVESTIGATION	12/21/2012
					STREET	
25059	PROPERTY DAMAGE HOSLEY AVE TUPPER LAKE, NEW YORK 12986	12/19/2012 19:05	12/19/2012 20:30	12/19/2012	CLOSED BY INVESTIGATION	12/19/2012
					LP QUINN ELEMENTARY SCHOOL	PARKING LOT
25044	PROPERTY DAMAGE DEMARS BOULEVARD MAIN STREET TUPPER LAKE, NEW YC	12/15/2012 22:22	12/16/2012 09:00	12/15/2012	CLOSED BY INVESTIGATION	12/15/2012
					STREET	
25018	PROPERTY DAMAGE PARK ST TUPPER LAKE, NEW YORK 12986	12/10/2012 15:10	12/13/2012 23:12	12/10/2012	CLOSED BY INVESTIGATION	12/10/2012
					STREET	
24998	PROPERTY DAMAGE 13 MAIN ST TUPPER LAKE, NEW YORK 12986	12/08/2012 16:54	12/08/2012 22:18	12/08/2012	CLOSED BY INVESTIGATION	12/08/2012
					STREET	
24986	PROPERTY DAMAGE 7 STETSON RD TUPPER LAKE, NEW YORK 12986	12/07/2012 12:05	12/07/2012 17:54	12/07/2012	CLOSED BY INVESTIGATION	12/07/2012
					PARKING LOT	
24963	PROPERTY DAMAGE 331 PARK STREET TUPPER LAKE, NEW YORK 12986	12/04/2012 15:02	12/05/2012 05:49	12/04/2012	CLOSED BY INVESTIGATION	12/04/2012
					STREET	
24989	PROPERTY FOUND 53 PARK STREET TUPPER LAKE, NEW YORK 12986	12/07/2012 17:50	12/07/2012 17:54	12/07/2012	CLOSED BY INVESTIGATION	12/12/2012
					PARKING LOT	
24980	PROPERTY FOUND DEMARS BLVD TUPPER LAKE, NEW YORK 12986	12/06/2012 11:00	12/07/2012 17:54	12/06/2012	CLOSED BY INVESTIGATION	12/06/2012
					AUBUCHON HARDWARE	FIELD/WOODS
25137	PROPERTY LOST DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986	12/24/2012 14:00	12/24/2012 10:00	12/24/2012	CLOSED BY INVESTIGATION	12/31/2012
					PARKING LOT	
24978	PROPERTY LOST PARK ST TUPPER LAKE, NEW YORK 12986	12/03/2012 12:00	12/07/2012 17:54	12/05/2012	CLOSED BY INVESTIGATION	12/05/2012
					STREET	
25115	PROPERTY STOLEN 41 MAIN ST APT 5 TUPPER LAKE, NEW YORK 12986	12/28/2012 17:35	12/31/2012 19:53	12/28/2012	CLOSED BY INVESTIGATION	12/31/2012
					YARD	
25008	RAPE 2 MCFARLAND AVE TUPPER LAKE, NEW YORK 12986	11/23/2012 01:00	12/09/2012 23:45	12/09/2012	PENDING INVESTIGATION	12/17/2012
					MULTIPLE DWELLING	

SJS INCIDENT TYPES BETWEEN 12/01/2012 AND 12/31/2012

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

Page 10 of 15

Print Date/Time: 01/17/2013 9:53:24

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name		Location Type		
25092	RECKLESS DRIVING 40 MARION STREET TUPPER LAKE, NEW YORK 12986	12/23/2012 20:35	12/23/2012 20:45	12/23/2012	CLOSED BY INVESTIGATION	12/23/2012
		HOLY GHOST ACADEMY		STREET		
25128	REQUEST FOR POLICE OFFICER 16 DEMARS BLVD TUPPER LAKE, NEW YORK 12986	12/30/2012 16:35	12/31/2012 19:53	12/30/2012	CLOSED BY INVESTIGATION	12/30/2012
				PARKING LOT		
24981	REQUEST FOR POLICE OFFICER HIGH ST TUPPER LAKE, NEW YORK 12986	12/06/2012 08:00	12/07/2012 17:54	12/06/2012	CLOSED BY INVESTIGATION	12/06/2012
		TUPPER LAKE WATER AND SEWER		YARD		
24944	REQUEST FOR POLICE OFFICER 43 MAIN ST TUPPER LAKE, NEW YORK 12986	12/01/2012 13:00	12/03/2012 12:55	12/01/2012	CLOSED BY INVESTIGATION	12/01/2012
				YARD		
24952	REQUEST FOR TRAFFIC CONTROL WAWBEEK AVE TUPPER LAKE, NEW YORK 12986	12/02/2012 10:48	12/03/2012 12:55	12/02/2012	CLOSED BY INVESTIGATION	12/02/2012
		ST ALFONSUS CHURCH		CHURCH		
25124	SERVED COUNTY COURT SUBPOENAS 23 CHURCH STREET TUPPER LAKE, NEW YORK 12986	12/28/2012 16:40	12/31/2012 19:53	12/28/2012	CLOSED BY INVESTIGATION	12/28/2012
				SINGLE FAMILY HOME		
24954	SERVED COUNTY COURT SUBPOENAS 305 MCGLAUHLIN AVE APT 2 TUPPER LAKE, NEW YORK 12986	12/02/2012 15:20	12/03/2012 12:55	12/02/2012	CLOSED BY INVESTIGATION	12/02/2012
				MULTIPLE DWELLING		
25120	SERVED VILLAGE COURT SUBPOENAS 110 UNDERWOOD RD TUPPER LAKE, NEW YORK 12986	12/29/2012 14:35	12/31/2012 19:53	12/29/2012	CLOSED BY INVESTIGATION	12/29/2012
				SINGLE FAMILY HOME		
24975	SERVED VILLAGE COURT SUBPOENAS 5 7TH STREET TUPPER LAKE, NEW YORK 12986	12/05/2012 14:35	12/07/2012 17:54	12/05/2012	CLOSED BY INVESTIGATION	12/05/2012
				SINGLE FAMILY HOME		
25127	SNOW REMOVAL VIOLATIONS 24 MAIN ST TUPPER LAKE, NEW YORK 12986	12/30/2012 14:20	12/31/2012 19:53	12/30/2012	CLOSED BY INVESTIGATION	12/30/2012
				OTHER OUTSIDE LOCATION		
25110	SNOW REMOVAL VIOLATIONS 11 BOYER AVENUE APT 1 TUPPER LAKE, NEW YORK 12986	12/27/2012 16:35	12/31/2012 19:53	12/27/2012	CLOSED BY INVESTIGATION	12/27/2012
				STREET		
25144	SNOWMOBILE COMPLAINT 86 MAIN STREET APT 3 TUPPER LAKE, NEW YORK 12986	12/31/2012 19:45	12/31/2012 19:53	12/31/2012	CLOSED BY INVESTIGATION	12/31/2012
				YARD		
25109	SNOWMOBILE COMPLAINT MAIN STREET WASHINGTON STREET TUPPER LAKE, NEW YORK 12986	12/27/2012 10:00	12/31/2012 19:53	12/27/2012	CLOSED BY INVESTIGATION	12/27/2012
				STREET		
24947	SNOWMOBILE COMPLAINT 86 MAIN ST APT 3 TUPPER LAKE, NEW YORK 12986	12/01/2012 21:37	12/03/2012 12:55	12/01/2012	CLOSED BY INVESTIGATION	12/12/2012

SJS INCIDENT TYPES BETWEEN 12/01/2012 AND 12/31/2012

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

Page 11 of 15

Print Date/Time: 01/17/2013 9:53:24

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name		Location Type		
24972	SUSPICIOUS PERSON 124 PARK STREET TUPPER LAKE, NEW YORK 12986	12/05/2012 05:40	12/05/2012 05:49	12/05/2012	CLOSED BY INVESTIGATION	12/05/2012
		STEWART'S		PARKING LOT		
24969	SUSPICIOUS VEHICLE WAWBEEK AVE. TUPPER LAKE, NEW YORK 12986	12/04/2012 22:08	12/05/2012 05:49	12/04/2012	CLOSED BY INVESTIGATION	12/04/2012
					STREET	
25096	UNATTENDED DEATH 207 WOODLAND APT TUPPER LAKE, NEW YORK 12986	12/25/2012 13:40	12/26/2012 23:23	12/25/2012	CLOSED BY INVESTIGATION	12/25/2012
					MULTIPLE DWELLING	
25003	UNLOCKED DOOR 83 PARK STREET TUPPER LAKE, NEW YORK 12986	12/09/2012 04:10	12/09/2012 04:15	12/09/2012	CLOSED BY INVESTIGATION	12/10/2012
					RESTAURANT	
24962	UNLOCKED DOOR 83 PARK STREET TUPPER LAKE, NEW YORK 12986	12/04/2012 01:10	12/05/2012 05:49	12/04/2012	CLOSED BY INVESTIGATION	12/04/2012
					OTHER BUSINESS OFFICE	
24951	UNLOCKED WINDOW 111 MAIN STREET TUPPER LAKE, NEW YORK 12986	12/02/2012 08:49	12/03/2012 12:55	12/02/2012	CLOSED BY INVESTIGATION	12/02/2012
		WOODSMAN OF THE WORLD INSURANCE			OTHER BUSINESS OFFICE	
24994	V AND T COMPLAINTS MAIN STREET TUPPER LAKE, NEW YORK 12986	12/08/2012 13:58	12/08/2012 22:18	12/08/2012	CLOSED BY INVESTIGATION	12/08/2012
					STREET	
24977	V AND T COMPLAINTS MAIN ST TUPPER LAKE, NEW YORK 12986	12/05/2012 14:15	12/07/2012 17:54	12/05/2012	CLOSED BY INVESTIGATION	12/06/2012
					STREET	
25147	VEHICLE & TRAFFIC STOP PARK STREET TUPPER LAKE, NEW YORK 12986	12/31/2012 22:04	12/31/2012 22:05	12/31/2012	CLOSED BY INVESTIGATION	12/31/2012
					STREET	
25145	VEHICLE & TRAFFIC STOP TUPPER LAKE, NEW YORK 12986	12/31/2012 20:00	12/31/2012 22:05	12/31/2012	CLOSED BY INVESTIGATION	12/31/2012
					STREET	
25117	VEHICLE & TRAFFIC STOP PARK STRRET TUPPER LAKE, NEW YORK 12986	12/29/2012 00:25	12/31/2012 19:53	12/29/2012	CLOSED BY INVESTIGATION	12/31/2012
					STREET	
25113	VEHICLE & TRAFFIC STOP MAIN ST TUPPER LAKE, NEW YORK 12986	12/27/2012 19:52	12/31/2012 19:53	12/27/2012	CLOSED BY INVESTIGATION	12/27/2012
					STREET	
25112	VEHICLE & TRAFFIC STOP HOSLEY AVE TUPPER LAKE, NEW YORK 12986	12/27/2012 19:17	12/31/2012 19:53	12/27/2012	CLOSED BY INVESTIGATION	12/27/2012
					STREET	
25103	VEHICLE & TRAFFIC STOP WAWBEEK AVE TUPPER LAKE, NEW YORK 12986	12/26/2012 23:20	12/26/2012 23:23	12/26/2012	CLOSED BY INVESTIGATION	12/31/2012
					STREET	

SJS INCIDENT TYPES BETWEEN 12/01/2012 AND 12/31/2012

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

Page 12 of 15

Print Date/Time: 01/17/2013 9:53:24

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name		Location Type		
25101	VEHICLE & TRAFFIC STOP MAIN STREET TUPPER LAKE, NEW YORK 12986	12/26/2012 20:35	12/26/2012 23:23	12/26/2012	CLOSED BY INVESTIGATION	12/26/2012
25100	VEHICLE & TRAFFIC STOP PARK ST TUPPER LAKE, NEW YORK 12986	12/26/2012 20:18	12/26/2012 23:23	12/26/2012	CLOSED BY INVESTIGATION	12/26/2012
25099	VEHICLE & TRAFFIC STOP DEMARS BLVD TUPPER LAKE, NEW YORK 12986	12/26/2012 19:52	12/26/2012 23:23	12/26/2012	CLOSED BY INVESTIGATION	12/26/2012
25091	VEHICLE & TRAFFIC STOP DEMARS BLVD TUPPER LAKE, NEW YORK 12986	12/23/2012 19:09	12/23/2012 20:45	12/23/2012	CLOSED BY INVESTIGATION	12/23/2012
25085	VEHICLE & TRAFFIC STOP MAIN ST TUPPER LAKE, NEW YORK 12986	12/22/2012 21:29	12/23/2012 20:45	12/22/2012	CLOSED BY INVESTIGATION	12/22/2012
25080	VEHICLE & TRAFFIC STOP PARK ST TUPPER LAKE, NEW YORK 12986	12/22/2012 01:30	12/23/2012 20:45	12/22/2012	CLOSED BY INVESTIGATION	12/22/2012
25079	VEHICLE & TRAFFIC STOP PARK ST TUPPER LAKE, NEW YORK 12986	12/22/2012 01:00	12/23/2012 20:45	12/22/2012	CLOSED BY INVESTIGATION	12/22/2012
25078	VEHICLE & TRAFFIC STOP MCLAUGHLIN AVE. TUPPER LAKE, NEW YORK 12986	12/21/2012 22:28	12/23/2012 20:45	12/21/2012	CLOSED BY INVESTIGATION	12/21/2012
25077	VEHICLE & TRAFFIC STOP MCLAUGHLIN AVE TUPPER LAKE, NEW YORK 12986	12/21/2012 22:14	12/23/2012 20:45	12/21/2012	CLOSED BY INVESTIGATION	12/21/2012
25076	VEHICLE & TRAFFIC STOP PARK ST. TUPPER LAKE, NEW YORK 12986	12/21/2012 21:00	12/23/2012 20:45	12/21/2012	CLOSED BY INVESTIGATION	12/21/2012
25074	VEHICLE & TRAFFIC STOP WATER ST TUPPER LAKE, NEW YORK 12986	12/21/2012 20:36	12/21/2012 20:40	12/21/2012	CLOSED BY INVESTIGATION	12/21/2012
25072	VEHICLE & TRAFFIC STOP MAIN ST TUPPER LAKE, NEW YORK 12986	12/21/2012 19:53	12/21/2012 20:40	12/21/2012	CLOSED BY INVESTIGATION	12/21/2012
25058	VEHICLE & TRAFFIC STOP TUPPER LAKE, NEW YORK 12986	12/18/2012 22:40	12/19/2012 20:30	12/18/2012	CLOSED BY INVESTIGATION	12/18/2012
25057	VEHICLE & TRAFFIC STOP TUPPER LAKE, NEW YORK 12986	12/18/2012 22:03	12/19/2012 20:30	12/18/2012	CLOSED BY INVESTIGATION	12/19/2012

SJS INCIDENT TYPES BETWEEN 12/01/2012 AND 12/31/2012

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

Page 13 of 15

Print Date/Time: 01/17/2013 9:53:24

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name		Location Type		
25038	VEHICLE & TRAFFIC STOP LAKE STREET TUPPER LAKE, NEW YORK 12986	12/14/2012 20:24	12/16/2012 09:00	12/14/2012	CLOSED BY INVESTIGATION STREET	12/14/2012
25034	VEHICLE & TRAFFIC STOP LAKE STREET TUPPER LAKE, NEW YORK 12986	12/13/2012 22:55	12/13/2012 23:12	12/13/2012	CLOSED BY INVESTIGATION STREET	12/13/2012
25033	VEHICLE & TRAFFIC STOP MAIN STREET TUPPER LAKE, NEW YORK 12986	12/13/2012 20:20	12/13/2012 23:12	12/13/2012	CLOSED BY INVESTIGATION STREET	12/13/2012
25032	VEHICLE & TRAFFIC STOP DEMARS BLVD TUPPER LAKE, NEW YORK 12986	12/13/2012 20:02	12/13/2012 23:12	12/13/2012	CLOSED BY INVESTIGATION STREET	12/21/2012
25029	VEHICLE & TRAFFIC STOP PARK ST TUPPER LAKE, NEW YORK 12986	12/13/2012 09:13	12/13/2012 23:12	12/13/2012	CLOSED BY INVESTIGATION STREET	12/13/2012
25028	VEHICLE & TRAFFIC STOP PARK ST TUPPER LAKE, NEW YORK 12986	12/13/2012 07:28	12/13/2012 23:12	12/13/2012	CLOSED BY INVESTIGATION STREET	12/13/2012
25027	VEHICLE & TRAFFIC STOP DEMARS BLVD TUPPER LAKE, NEW YORK 12986	12/12/2012 23:45	12/13/2012 23:12	12/12/2012	CLOSED BY INVESTIGATION STREET	12/13/2012
25026	VEHICLE & TRAFFIC STOP SANTA CLARA AVE. TUPPER LAKE, NEW YORK 12986	12/12/2012 23:09	12/13/2012 23:12	12/12/2012	CLOSED BY INVESTIGATION STREET	12/13/2012
25025	VEHICLE & TRAFFIC STOP PINE STREET TUPPER LAKE, NEW YORK 12986	12/12/2012 19:57	12/13/2012 23:12	12/12/2012	CLOSED BY INVESTIGATION STREET	12/12/2012
25024	VEHICLE & TRAFFIC STOP PARK ST. TUPPER LAKE, NEW YORK 12986	12/12/2012 19:40	12/13/2012 23:12	12/12/2012	CLOSED BY INVESTIGATION STREET	12/12/2012
25023	VEHICLE & TRAFFIC STOP MCLAUGHLIN TUPPER LAKE, NEW YORK 12986	12/12/2012 19:33	12/13/2012 23:12	12/12/2012	CLOSED BY INVESTIGATION STREET	12/13/2012
25012	VEHICLE & TRAFFIC STOP PARK STREET TUPPER LAKE, NEW YORK 12986	12/09/2012 21:30	12/09/2012 23:45	12/09/2012	CLOSED BY INVESTIGATION STREET	12/13/2012
25011	VEHICLE & TRAFFIC STOP DEMARS BLVD TUPPER LAKE, NEW YORK 12986	12/09/2012 19:48	12/09/2012 23:45	12/09/2012	CLOSED BY INVESTIGATION STREET	12/09/2012
25002	VEHICLE & TRAFFIC STOP LEBEOUF ST TUPPER LAKE, NEW YORK 12986	12/08/2012 22:17	12/08/2012 22:18	12/08/2012	CLOSED BY INVESTIGATION STREET	12/08/2012

SJS INCIDENT TYPES BETWEEN 12/01/2012 AND 12/31/2012

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

Page 14 of 15

Print Date/Time: 01/17/2013 9:53:24

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name		Location Type		
25001	VEHICLE & TRAFFIC STOP MAIN STREET TUPPER LAKE, NEW YORK 12986	12/08/2012 21:51	12/08/2012 22:18	12/08/2012	CLOSED BY INVESTIGATION STREET	12/13/2012
25000	VEHICLE & TRAFFIC STOP PARK ST TUPPER LAKE, NEW YORK 12986	12/08/2012 19:13	12/08/2012 22:18	12/08/2012	CLOSED BY INVESTIGATION STREET	12/13/2012
24992	VEHICLE & TRAFFIC STOP MAIN STREET TUPPER LAKE, NEW YORK 12986	12/08/2012 04:28	12/08/2012 22:18	12/08/2012	CLOSED BY INVESTIGATION STREET	12/08/2012
24991	VEHICLE & TRAFFIC STOP DEMARS BLVD TUPPER LAKE, NEW YORK 12986	12/07/2012 21:06	12/08/2012 22:18	12/07/2012	CLOSED BY INVESTIGATION STREET	12/08/2012
24990	VEHICLE & TRAFFIC STOP MAIN STREET DEMARS BOULEVARD TUPPER LAKE, NEW YC	12/07/2012 19:30	12/07/2012 19:35	12/07/2012	CLOSED BY INVESTIGATION STREET	12/07/2012
24984	VEHICLE & TRAFFIC STOP DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986	12/06/2012 19:33	12/07/2012 17:54	12/06/2012	CLOSED BY INVESTIGATION STREET	12/12/2012
24983	VEHICLE & TRAFFIC STOP MAIN ST TUPPER LAKE, NEW YORK 12986	12/06/2012 19:12	12/07/2012 17:54	12/06/2012	CLOSED BY INVESTIGATION STREET	12/12/2012
24982	VEHICLE & TRAFFIC STOP PARK STREET TUPPER LAKE, NEW YORK 12986	12/06/2012 19:01	12/07/2012 17:54	12/06/2012	CLOSED BY INVESTIGATION STREET	12/12/2012
24970	VEHICLE & TRAFFIC STOP DEMARS BLVD TUPPER LAKE, NEW YORK 12986	12/04/2012 23:15	12/05/2012 05:49	12/04/2012	CLOSED BY INVESTIGATION STREET	12/04/2012
24968	VEHICLE & TRAFFIC STOP SUNSET AVE TUPPER LAKE, NEW YORK 12986	12/04/2012 20:55	12/05/2012 05:49	12/04/2012	CLOSED BY INVESTIGATION STREET	12/04/2012
24967	VEHICLE & TRAFFIC STOP DEMARS BLVD TUPPER LAKE, NEW YORK 12986	12/04/2012 20:38	12/05/2012 05:49	12/04/2012		12/05/2012
24966	VEHICLE & TRAFFIC STOP HIGH STREET TUPPER LAKE, NEW YORK 12986	12/04/2012 19:28	12/05/2012 05:49	12/04/2012	CLOSED BY INVESTIGATION STREET	12/04/2012
24965	VEHICLE & TRAFFIC STOP MAIN ST TUPPER LAKE, NEW YORK 12986	12/04/2012 19:00	12/05/2012 05:49	12/04/2012	CLOSED BY INVESTIGATION STREET	12/04/2012
24959	VEHICLE & TRAFFIC STOP MAIN STREET TUPPER LAKE, NEW YORK 12986	12/03/2012 19:56	12/05/2012 05:49	12/03/2012	CLOSED BY INVESTIGATION STREET	12/03/2012

SJS INCIDENT TYPES BETWEEN 12/01/2012 AND 12/31/2012

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

Page 15 of 15

Print Date/Time: 01/17/2013 9:53:24

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name		Location Type		
25149	WATER AND SEWER 31 MAIN STREET TUPPER LAKE, NEW YORK 12986	12/31/2012 23:06		12/31/2012	CLOSED BY INVESTIGATION	12/31/2012
		P-2'S IRISH PUB			BAR	
25161	WATER AND SEWER 8 FOURTH STREET TUPPER LAKE, NEW YORK 12986	12/31/2012 12:55	12/31/2012 19:53	12/31/2012	CLOSED BY INVESTIGATION	01/01/2013
					SINGLE FAMILY HOME	
25126	WATER AND SEWER 253 PARK STREET TUPPER LAKE, NEW YORK 12986	12/30/2012 09:50	12/31/2012 19:53	12/30/2012	CLOSED BY INVESTIGATION	12/30/2012
					SINGLE FAMILY HOME	
25088	WATER AND SEWER 15 CHURCH STREET TUPPER LAKE, NEW YORK 12986	12/23/2012 09:34	12/23/2012 20:45	12/23/2012	CLOSED BY INVESTIGATION	12/23/2012
		DON SMITH'S APARTMENTS			STREET	
25081	WATER AND SEWER 52 LEBOEUF STREET TUPPER LAKE, NEW YORK 12986	12/22/2012 10:15	12/23/2012 20:45	12/22/2012	CLOSED BY INVESTIGATION	12/22/2012
					SINGLE FAMILY HOME	
25136	WATER AND SEWER 356 PARK STREET TUPPER LAKE, NEW YORK 12986	12/20/2012 09:00	12/21/2012 20:40	12/20/2012	CLOSED BY INVESTIGATION	12/31/2012
					SINGLE FAMILY HOME	
24950	WATER AND SEWER 36 DEPOT STREET TUPPER LAKE, NEW YORK 12986	12/01/2012 14:35	12/03/2012 12:55	12/01/2012	CLOSED BY INVESTIGATION	12/01/2012
					BAR	
25045	WELFARE CHECK OF PERSON HIGH ST BLDG 10 TUPPER LAKE, NEW YORK 12986	12/16/2012 02:29	12/16/2012 09:00	12/16/2012	CLOSED BY INVESTIGATION	12/16/2012
24996	WELFARE CHECK OF PERSON 103 WAWBEEK AVE TUPPER LAKE, NEW YORK 12986	12/08/2012 16:30	12/08/2012 22:18	12/08/2012	CLOSED BY INVESTIGATION	01/05/2013
					SINGLE FAMILY HOME	

Records Returned: 205

Village Copy

COUNTY STOP DWI AGREEMENT WITH LOCAL POLICE DEPARTMENT

The **TUPPER LAKE VILLAGE POLICE DEPARTMENT** (hereafter Department) hereby agrees and has committed personnel toward Driving While Intoxicated, hereinafter DWI Enforcement Initiatives , during the County fiscal year 2012.

The Department also agrees to participate in scheduled STOP-DWI saturation or enforcement patrols and has ben participating in these patrols to date. Officers have been and will be provided as long as there is adequate staff to maintain a safe and efficient operation of the participating Department. It is presently estimated that the Franklin County STOP-DWI Program will schedule at least seven (7) enforcement patrols in this fiscal year.

The Franklin County STOP-DWI Program agrees that in consideration for the above , it will pay the above mentioned referenced municipality a flat rate of one hundred and forty four dollars and ninety one cents (\$144.96) per DWI arrest.

The above funds will be paid to the municipality's STOP-DWI account and disturbed by the municipality for the Department's enforcement efforts towards targeting intoxicated drivers.

The participating agency hereby agrees to submit quarterly reports accounting for the personnel used and the expenses related to these enforcement efforts.

Franklin County STOP-DWI and the Department agree that the determination of the per arrest amount will be calculated by dividing the total number of driving while intoxicated arrest of the three participating enforcement agencies (72) and the total amount of monies remaining in the STOP-DWI enforcement budget (\$10,221.02) for the fiscal year of 2012.

* Accordingly the Department and Franklin County STOP-DWI agree that the Department has made 9 arrests during 2012 and is entitled to \$ 1277.64 for their efforts in Driving While Intoxicated enforcement efforts.

Thomas J Hill 1/09/13
Chief of Police Date

Thomas J Fee
(Print Name)

[Signature]
Mayor
PAUL A. MARLOW
(Print Name)

Franklin County STOP-DWI Director

*Franklin County STOP-DWI is paying this flat rate to all participating municipalities to cover wages, use of equipment, mileage and additional overhead associated with these patrols .



M467

Chief of Police Thomas J. Fee
53 Park Street
P.O. Box 750
Tupper Lake, NY 12986

phone: (518) 359-3776
fax: (518) 359-7356
email: fee@tupperlakepd.com

January 21, 2013

Mayor and Tupper Lake Village Board
Village of Tupper Lake
53 Park Street
Tupper Lake, N.Y. 12986

Dear Mayor and Village Board:

As of February 28th, 2013 I will be retiring from the Tupper Lake Police Department, my last day of work will be February 27th, 2013. The reason for this retirement is simply is to spend more time doing things with my family.

Sincerely yours:

A handwritten signature in cursive script that reads "Thomas J. Fee".

Chief Thomas J. Fee
Copy: Tupper Lake Village Clerk
Sgt. Proulx, Sgt. Stradley (TLPD)



Saranac Lake Police Department

MAC7

1 MAIN STREET
SARANAC LAKE, NEW YORK 12983-1795

BRUCE G. NASON
Chief of Police

TELEPHONE: (518) 891-4422
FAX: (518) 891-6321

January 06, 2013

Chief Thomas J. Fee

Tupper Lake Police Department

P.O. Box 750

Tupper Lake, N.Y. 12986

Dear Chief ^{Tom,} Fee:

This year's Saranac Lake Winter Carnival Parade will be held on Saturday February 09, 2013 at 1:00 PM.

As in past years, we again are expecting a large number of spectators for this event. Any assistance you can give us in the way of uniformed officers will be greatly appreciated by the Village and this Department.

Please contact the Police Department and speak with either a sergeant or myself regarding the number of officers and vehicles that you are able to send. Officers should report to our station no later than 1000 hrs on Saturday, February 09, 2013.

Thank you in advance for any assistance that you can provide.

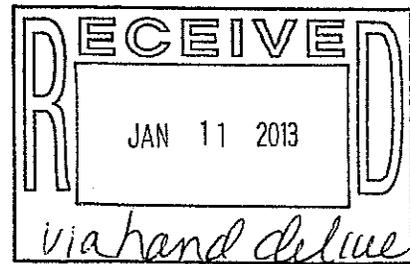
Sincerely,

Bruce G. Nason
Chief of Police

Faint, illegible text, possibly a stamp or bleed-through from the reverse side of the page.

◆ ALL CORRESPONDENCE WILL BE DIRECTED TO THE CHIEF OF POLICE ◆

Martin J. Fuller
48 Church Street
Tupper Lake, NY 12986



*via hand delivery
by Martin J. Fuller
at 9:35 a.m.*

January 10, 2013

Village of Tupper Lake
c/o Village Board
53 Park Street
Tupper Lake, NY 12986

Dear Mayor Maroun & Village Board:

It is with great joy and happiness that I submit my letter of resignation effective February 3, 2013, after 33 years of service as a village employee.

Yours truly,

Martin J. Fuller

January 15, 2013

Village of Tupper Lake
P.O. Box 1290
Tupper Lake, New York 12986

ATTN: Mary Casagrain, Village Clerk

RE: Contract #C152735/#35
Provide Utilities

Dear Mrs. Casagrain:

Enclosed is the document required to amend the above referenced contract extending it for the period of 4/1/13 - 3/31/2014.

Please review and request the Mayor to sign the contract document, attach the Village Seal, attested to by the Village Clerk, complete signature acknowledgement with proper notarization and please provide Sunmount DDSO with a certified copy of the Village Board meeting minutes of the discussion of approval of the contract amendment renewal and return the Amendment to my attention for further processing.

Very truly yours,



Douglas Downs
Contract Management Specialist

DED:ded
Encs.

AMENDMENT #35

**NEW YORK STATE
OFFICE FOR PEOPLE WITH
DEVELOPMENTAL DISABILITIES**

SUNMOUNT DEVELOPMENTAL DISABILITIES SERVICES OFFICE

AGREEMENT made by the New York State Office for People with Developmental Disabilities, acting by and through Sunmount DDSO, having an office at 2445 State Route 30, Tupper Lake, New York 12986 "OPWDD" and the Village of Tupper Lake, a municipal corporation duly organized and existing under the laws of the State of New York, having its principal office at 53 Park Street, Tupper Lake, New York 12986, hereinafter referred to as "CONTRACTOR", hereby modifies and amends the contract between the aforesaid parties, assigned contract number 51420, C152735 by deleting Paragraph **FOURTEENTH** there-from and inserting therein new paragraph **FOURTEENTH**:

FOURTEENTH: The period covered by this agreement is April 1, 2013 through and including March 31, 2014. This agreement may be renegotiated annually by written mutual agreement of all parties and subject to the approval of the NYS Department of Audit and Control. Any contract price adjustment is to be submitted for negotiation 90 days prior to renewal.

The provisions of Appendix A, Appendix A: Supplement, Addendum to Appendix A: Supplement, Appendix C attached hereto are incorporated into and made a part of this amendment.

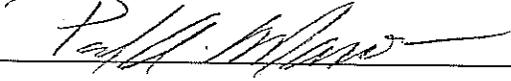
SIGNATURE PAGE

Contract Number 51420 C152735#35

Agency Certification

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

Contractor's Signature



15-6001391

Federal I.D. Number

Dated January 22, 2013

Attorney General's Signature

Dated _____

Agency's Signature

Dated _____

Approved:

**Thomas P. DiNapoli
Comptroller**

Dated _____

APPENDIX C

Payment Provisions

4/1/2013 to 3/31/2014

The CONTRACTOR shall submit timely, appropriate and properly completed New York State vouchers to request the payments to be made under this CONTRACT in the following manner, (type an "X" on the applicable line):

- XXX Monthly Water and Electric
- XXX Quarterly Sewer
- On completion of the contractual services
- (other)

These vouchers shall have annexed such supporting documents as the OPWDD may require, in a form prescribed by the OPWDD.

These payments may be adjusted by the OPWDD to reflect only those expenditures that were made in accordance with the CONTRACT.

New York State Vouchers, with supporting documentation, shall be submitted to:

Sunmount DDSO
Fiscal Services Office
2445 State Route 30
Tupper Lake, NY 12986-2502

Total payments by the OPWDD to the CONTRACTOR for the period of time indicated

above shall be estimated at \$365,000.00
Electric-\$240,000.00
Water- \$ 53,000.00
Sewer- \$ 72,000.00

- renewed annually for an additional _____ year(s).
- XX renegotiated annually for an additional One (1) year(s).
- in force for only the period referenced above.

CONTRACT

The undersigned hereby authorizes HydroSource Associates, Inc. (HSA) to conduct the work described herein, and agrees to compensate HydroSource Associates, Inc. for such services in accordance with the following terms and conditions.

CLIENT INFORMATION

Name: Village of Tupper Lake Phone: 518-359-3341
Address: P.O. Box 1290 Fax: 518-359-7802
Tupper Lake, New York 12986 Email: villtuplake@centralny.twebc.com
Contact: Mark Robillard, Water Superintendent

DESCRIPTION OF WORK TO BE PERFORMED: Further evaluation and testing to determine the viability of the aquifer that underlies the wastewater treatment plant site, as described in HSA's cover letter to our Proposal dated December 31, 2012.

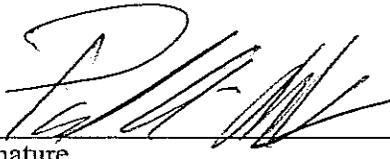
BUDGET AND CONTRACT TERMS: The total probable cost for this contract is \$13,750. This budget is a probable cost for the activities described above. Invoices will be submitted periodically as work proceeds. If, as work proceeds, it is anticipated that this budget will be exceeded, HSA will notify Client's contact with a revised probable cost for Client's written approval.

HSA's payment terms are net 30 days. An interest charge of 1.5% per month (APR 18 percent) will be charged on all invoices outstanding more than 45 days. HSA may cease its work under this contract until invoices outstanding more than 30 days are paid. In the event that HSA is required to make collection efforts or take legal action on seriously overdue payments, Client shall promptly reimburse HSA for administrative costs and collection costs, including reasonable attorneys' fees and expenses.

This Contract and HSA's cover letter dated December 31, 2012, constitute the entire agreement between HSA and Client. To the fullest extent permitted by law, and notwithstanding any other provision of this Contract, the total liability, in the aggregate, of HSA and HSA's officers, directors, partners, employees, agents and subconsultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of HSA or HSA's officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by HSA under this Contract.

AUTHORIZED CLIENT SIGNATURE

HYDROSOURCE ASSOCIATES INC.

 01/22/2013
Signature Date



1/16/2013
Claude A. Cormier, President

Paul A. Maroun, Mayor
Print Name and Title

Please return one signed original to HSA, POB 609, Ashland, NH 03217

STANDARD TERMS AND CONDITIONS

1. **Services.** HSA will perform the services set forth in this Contract, and any amendments or change orders signed by both parties. Any request or direction from the Village of Tupper Lake (the Village) that would require extra work or additional time for performance or would result in an increase in HSA's costs, including expert witness services and unanticipated meetings will be billed to the Village at HSA's standard rates or otherwise proposed rates in effect at the time the additional services are requested.

2. **Standard of Care.** HSA will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. The foregoing standard of care is in lieu of all other standards and warranties, express or implied. You will notify HSA with reasonable specificity of any deficiencies in the services within 30 days of discovery but in no event later than 120 days after substantial completion of the services, and you will give HSA a reasonable opportunity to correct the deficiencies. Unless otherwise indicated in writing, HSA will be entitled to rely on documents and information you provide. You also acknowledge that environmental and geotechnical conditions can vary, and that the limitation on available data may result in some level of risk and/or uncertainty with respect to the interpretation of these conditions, despite due professional care. Except as specifically set forth herein, HSA makes no warranties, either express or implied.

3. **Payment.** Except as otherwise stated in the Proposal and Contract, you will compensate HSA for the services at its standard or otherwise proposed rates. HSA will submit invoices periodically, and payment will be due within 30 days for invoices submitted at least five business days prior to the second Monday of each month. If you dispute any portion of an invoice, you will notify HSA in writing with specificity within 10 days and pay the undisputed portion within 30 days from invoice date. If the Village requests, orders, or otherwise causes HSA to suspend, delay, or terminate the Work in whole or in part, the Village agrees that HSA shall be paid for Work performed on the Contract up to the date of termination or suspension.

4. **Documents.** All reports and other documents furnished to the Village pursuant to the Agreement and for which payment has been received shall be the property of the Village. All laboratory test data, field data, and notes, calculations, estimates, and other documents acquired or prepared by HSA during the course of the Work shall be and remain the sole property of HSA. All reports and other documents furnished by HSA as a courtesy to the Village or its agents, which have not been separately paid for (collectively, "Internal Reports"), shall be returned to HSA upon the earlier of completion of the Work or HSA's request. All Internal Reports prepared by HSA are for use solely in connection with the Work and the Village hereby agrees that such reports and documents shall not be used by the Village or any contractor or subcontractor for any other purpose whatsoever.

5. **Ownership of Wells.** The Village assumes all responsibility for the protection of any and

all test, monitoring, production or other types of wells and/or piezometers. The Village agrees to indemnify HSA, its successors and assignees, and hold each of them harmless from and against any and all claims, demands, losses, damages, liabilities, costs and expenses, including reasonable legal fees, arising out of or by reason of any contamination and/or degradation of the water quality of said test/monitoring/ production well resulting from the Village's negligence in adequately protecting same.

6. Right of Entry. You grant HSA and its subcontractors permission to enter the site to perform the services. If you do not own the site, you represent and warrant that the owner has granted permission for HSA to enter the site and perform the services.

7. Site Restoration. HSA will use due care so as not to unreasonably cause impact to the site during its work, and will return site to reasonably pre-existing condition upon completion of its work. Although HSA will act to limit impacts to landscaping, paving, systems and structures at the site, you acknowledge that due to the nature of the work, some impacts may occur even with the exercise of due care, and you agree to compensate HSA for any restoration it is asked to perform unless otherwise indicated in the Contract.

8. Underground Facilities. HSA may contact, or may direct the Village to contact local governmental authorities and private firms who coordinate underground utility information (e.g. DigSafe, PUPS, etc.), and review plans and information they or you provide. HSA will not be held liable for any damage to underground services or structures not accurately identified in such plans and information, and you agree to indemnify HSA against all liabilities and costs arising out of such damage and its repair, except to the extent caused by HSA's negligence.

9. Lab Tests and Samples. HSA is entitled to rely on the results of laboratory tests using generally accepted methodologies. HSA, at its sole discretion, may retain or dispose of soil, water or other samples after submitting samples for independent testing and/or completing its own analyses. Other than samples collected during the course of HSA's work for analytical purposes, the Village maintains ownership and responsibility for any water, soil or other materials discharged during the drilling, installation or pumping of wells.

10. Limits on HSA's Responsibility. HSA will not be responsible for the acts or omissions of contractors or others at the site, except for its own subcontractors and employees. HSA will not supervise, direct or have control over or the authority to stop any contractor's work, nor shall HSA's professional activities nor the presence of HSA or its employees and subcontractors be construed to imply that HSA has authority over or responsibility for any activities or failure of other contractors to comply with contracts, plans, specifications or laws.

11. Changed Conditions. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, HSA will promptly notify you and, if mutually agreeable, the parties will negotiate appropriate changes to the scope of services, compensation and schedule. If the parties are unable to reach agreement, HSA will be entitled to terminate its services and to be equitably compensated for services already performed. In the event of emergency, HSA may take immediate steps to protect public health, safety and the environment, and will be equitably compensated therefor. HSA will not be responsible for delays or failures to perform due to weather, labor disputes, natural disasters, politics or acts of God, force majeure, intervention by or inability to get approvals from public authorities, acts or omissions on your part

or any other causes beyond HSA's reasonable control.

12. Confidentiality; Subpoenas. Information about this Agreement and HSA's services, and information you provide to HSA regarding your business and the site, will be maintained in confidence and will not be disclosed to others without your consent, except as HSA reasonably believes is necessary (a) to perform its services, (b) to comply with professional standards to protect public health, safety and the environment, and (c) to comply with laws and court orders. HSA will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties without a breach of duty will not be considered confidential. You will reimburse HSA for responding to any subpoena or governmental inquiry or audit related to the services, at HSA's standard rates then in effect.

13. Insurance. During performance of the services, HSA will maintain workers compensation, commercial general liability, automobile liability, and professional liability, insurance in the following minimum amounts:

- (a) Workers Compensation – each accident: \$100,000; disease, ea. employee: \$100,000; disease, policy limit: \$500,000
- (b) General Liability – \$1,000,000 per occurrence and \$2,000,000 aggregate
- (c) Automobile Liability – \$1,000,000 Bodily Injury & Property Damage; \$5,000 Medical Payments
- (d) Professional Liability – \$1,000,000 per occurrence and aggregate

HSA will furnish the Village with certificates of such insurance on request. HSA will purchase specific additional insurance at the Village's request provided it is commercially available and the Village pays the premium.

14. Indemnification. You agree to hold harmless, indemnify, and defend HSA and its affiliates and subcontractors and their employees, and officers against all claims, suits, and fines, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which arise out of or are related to this Contract or the services, except to the extent they are caused by HSA's negligence or willful misconduct.

15. Miscellaneous. The terms and conditions of this agreement shall survive the completion of the services under this Contract and the termination of the contract for any cause. Any amendment to this agreement must be in writing signed by both parties. This Contract supersedes any contract terms, purchase orders or other previous documents. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable. Headings in these Terms and Conditions are for convenience only and do not form a part of the agreement. Nothing in this Agreement shall be construed to give any rights or benefits to third parties.

CONTRACT

The undersigned hereby authorizes HydroSource Associates, Inc. (HSA) to conduct the work described herein, and agrees to compensate HydroSource Associates, Inc. for such services in accordance with the following terms and conditions.

CLIENT INFORMATION

Name: Village of Tupper Lake
Address: P.O. Box 1290
Tupper Lake, New York 12986
Contact: Mark Robillard, Water Superintendent
Phone: 518-359-3341
Fax: 518-359-7802
Email: villtuplake@centralny.twcbc.com

DESCRIPTION OF WORK TO BE PERFORMED: Groundwater source location and development, as described in HSA's Proposal dated December 31, 2012.

BUDGET AND CONTRACT TERMS: The total probable cost for this contract is \$71,800 to \$225,800. This budget is a probable cost for the activities described above. Invoices will be submitted periodically as work proceeds. If, as work proceeds, it is anticipated that this budget will be exceeded, HSA will notify Client's contact with a revised probable cost for Client's written approval.

HSA's payment terms are net 30 days. An interest charge of 1.5% per month (APR 18 percent) will be charged on all invoices outstanding more than 45 days. HSA may cease its work under this contract until invoices outstanding more than 30 days are paid. In the event that HSA is required to make collection efforts or take legal action on seriously overdue payments, Client shall promptly reimburse HSA for administrative costs and collection costs, including reasonable attorneys' fees and expenses.

This Contract and HSA's Proposal dated December 31, 2012, constitute the entire agreement between HSA and Client. To the fullest extent permitted by law, and notwithstanding any other provision of this Contract, the total liability, in the aggregate, of HSA and HSA's officers, directors, partners, employees, agents and subconsultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of HSA or HSA's officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by HSA under this Contract.

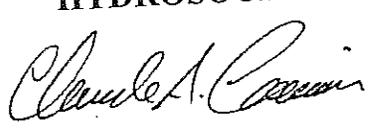
This Contract covers Phases I, II and III. Written authorization from the Village will be required prior to commencing each subsequent Phase.

AUTHORIZED CLIENT SIGNATURE

HYDROSOURCE ASSOCIATES INC.


Signature _____ Date 1/22/2013

Paul A. Maroun, Mayor
Print Name and Title



Claude A. Cormier, President 1/16/2013

Please return one signed original to HSA, POB 609, Ashland, NH 03217

STANDARD TERMS AND CONDITIONS

- 1. Services.** HSA will perform the services set forth in this Contract, and any amendments or change orders signed by both parties. Any request or direction from the Village of Tupper Lake (the Village) that would require extra work or additional time for performance or would result in an increase in HSA's costs, including expert witness services and unanticipated meetings will be billed to the Village at HSA's standard rates or otherwise proposed rates in effect at the time the additional services are requested.
- 2. Standard of Care.** HSA will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. The foregoing standard of care is in lieu of all other standards and warranties, express or implied. You will notify HSA with reasonable specificity of any deficiencies in the services within 30 days of discovery but in no event later than 120 days after substantial completion of the services, and you will give HSA a reasonable opportunity to correct the deficiencies. Unless otherwise indicated in writing, HSA will be entitled to rely on documents and information you provide. You also acknowledge that environmental and geotechnical conditions can vary, and that the limitation on available data may result in some level of risk and/or uncertainty with respect to the interpretation of these conditions, despite due professional care. Except as specifically set forth herein, HSA makes no warranties, either express or implied.
- 3. Payment.** Except as otherwise stated in the Proposal and Contract, you will compensate HSA for the services at its standard or otherwise proposed rates. HSA will submit invoices periodically, and payment will be due within 30 days for invoices submitted at least five business days prior to the second Monday of each month. If you dispute any portion of an invoice, you will notify HSA in writing with specificity within 10 days and pay the undisputed portion within 30 days from invoice date. If the Village requests, orders, or otherwise causes HSA to suspend, delay, or terminate the Work in whole or in part, the Village agrees that HSA shall be paid for Work performed on the Contract up to the date of termination or suspension.
- 4. Documents.** All reports and other documents furnished to the Village pursuant to the Agreement and for which payment has been received shall be the property of the Village. All laboratory test data, field data, and notes, calculations, estimates, and other documents acquired or prepared by HSA during the course of the Work shall be and remain the sole property of HSA. All reports and other documents furnished by HSA as a courtesy to the Village or its agents, which have not been separately paid for (collectively, "Internal Reports"), shall be returned to HSA upon the earlier of completion of the Work or HSA's request. All Internal Reports prepared by HSA are for use solely in connection with the Work and the Village hereby agrees that such reports and documents shall not be used by the Village or any contractor or subcontractor for any other purpose whatsoever.
- 5. Ownership of Wells.** The Village assumes all responsibility for the protection of any and

all test, monitoring, production or other types of wells and/or piezometers. The Village agrees to indemnify HSA, its successors and assignees, and hold each of them harmless from and against any and all claims, demands, losses, damages, liabilities, costs and expenses, including reasonable legal fees, arising out of or by reason of any contamination and/or degradation of the water quality of said test/monitoring/ production well resulting from the Village's negligence in adequately protecting same.

6. **Right of Entry.** You grant HSA and its subcontractors permission to enter the site to perform the services. If you do not own the site, you represent and warrant that the owner has granted permission for HSA to enter the site and perform the services.

7. **Site Restoration.** HSA will use due care so as not to unreasonably cause impact to the site during its work, and will return site to reasonably pre-existing condition upon completion of its work. Although HSA will act to limit impacts to landscaping, paving, systems and structures at the site, you acknowledge that due to the nature of the work, some impacts may occur even with the exercise of due care, and you agree to compensate HSA for any restoration it is asked to perform unless otherwise indicated in the Contract.

8. **Underground Facilities.** HSA may contact, or may direct the Village to contact local governmental authorities and private firms who coordinate underground utility information (e.g. DigSafe, PUPS, etc.), and review plans and information they or you provide. HSA will not be held liable for any damage to underground services or structures not accurately identified in such plans and information, and you agree to indemnify HSA against all liabilities and costs arising out of such damage and its repair, except to the extent caused by HSA's negligence.

9. **Lab Tests and Samples.** HSA is entitled to rely on the results of laboratory tests using generally accepted methodologies. HSA, at its sole discretion, may retain or dispose of soil, water or other samples after submitting samples for independent testing and/or completing its own analyses. Other than samples collected during the course of HSA's work for analytical purposes, the Village maintains ownership and responsibility for any water, soil or other materials discharged during the drilling, installation or pumping of wells.

10. **Limits on HSA's Responsibility.** HSA will not be responsible for the acts or omissions of contractors or others at the site, except for its own subcontractors and employees. HSA will not supervise, direct or have control over or the authority to stop any contractor's work, nor shall HSA's professional activities nor the presence of HSA or its employees and subcontractors be construed to imply that HSA has authority over or responsibility for any activities or failure of other contractors to comply with contracts, plans, specifications or laws.

11. **Changed Conditions.** If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, HSA will promptly notify you and, if mutually agreeable, the parties will negotiate appropriate changes to the scope of services, compensation and schedule. If the parties are unable to reach agreement, HSA will be entitled to terminate its services and to be equitably compensated for services already performed. In the event of emergency, HSA may take immediate steps to protect public health, safety and the environment, and will be equitably compensated therefor. HSA will not be responsible for delays or failures to perform due to weather, labor disputes, natural disasters, politics or acts of God, force majeure, intervention by or inability to get approvals from public authorities, acts or omissions on your part

or any other causes beyond HSA's reasonable control.

12. Confidentiality; Subpoenas. Information about this Agreement and HSA's services, and information you provide to HSA regarding your business and the site, will be maintained in confidence and will not be disclosed to others without your consent, except as HSA reasonably believes is necessary (a) to perform its services, (b) to comply with professional standards to protect public health, safety and the environment, and (c) to comply with laws and court orders. HSA will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties without a breach of duty will not be considered confidential. You will reimburse HSA for responding to any subpoena or governmental inquiry or audit related to the services, at HSA's standard rates then in effect.

13. Insurance. During performance of the services, HSA will maintain workers compensation, commercial general liability, automobile liability, and professional liability, insurance in the following minimum amounts:

- (a) Workers Compensation – each accident: \$100,000; disease, ea. employee: \$100,000; disease, policy limit: \$500,000
- (b) General Liability – \$1,000,000 per occurrence and \$2,000,000 aggregate
- (c) Automobile Liability – \$1,000,000 Bodily Injury & Property Damage; \$5,000 Medical Payments
- (d) Professional Liability – \$1,000,000 per occurrence and aggregate

HSA will furnish the Village with certificates of such insurance on request. HSA will purchase specific additional insurance at the Village's request provided it is commercially available and the Village pays the premium.

14. Indemnification. You agree to hold harmless, indemnify, and defend HSA and its affiliates and subcontractors and their employees, and officers against all claims, suits, and fines, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which arise out of or are related to this Contract or the services, except to the extent they are caused by HSA's negligence or willful misconduct.

15. Miscellaneous. The terms and conditions of this agreement shall survive the completion of the services under this Contract and the termination of the contract for any cause. Any amendment to this agreement must be in writing signed by both parties. This Contract supersedes any contract terms, purchase orders or other previous documents. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable. Headings in these Terms and Conditions are for convenience only and do not form a part of the agreement. Nothing in this Agreement shall be construed to give any rights or benefits to third parties.

John Bouck

From: <wperezv@nypa.gov>
To: <johnbouck@centralny.twcbc.com>
Sent: Friday, January 11, 2013 1:17 PM
Subject: Firm Hydro Energy - Feb 1-28 2013

January 11, 2013

Mr. John Bouck
Electric Superintendent
Village of Tupper Lake
53 Park Street
P.O. Box 1290
Tupper Lake, NY 12986-0290

Re: Firm Hydro Energy for February 1-28, 2013

Dear Mr. Bouck:

This is to advise you that because of the continuing low water conditions of the Great Lakes and St. Lawrence drainage basin, the Power Authority will be implementing a 3.3% reduction in firm hydro energy sales on a pro-rata basis to all our hydropower customers for the period of February 1 through 28, 2013.

Since hydro shortfalls may still be anticipated in future months, we remain prepared to provide Substitute Energy to you. For those customers who have executed Substitute Energy agreements in place, the Power Authority will automatically purchase the Substitute Energy on your behalf in months that a shortage is reported, pursuant to those agreements, unless otherwise notified by **January 21, 2013**. The monthly price for Substitute Energy is an average of all Substitute Energy provided to firm hydropower customers each month. For the near term, we anticipate Substitute Energy prices to be about \$34.82/mWh.

For those customers who chose not to buy Substitute Energy from the Power Authority in the past, we will assume that your decision remains the same unless we are notified by **January 21, 2013**. Your options include curtailing energy usage, arranging for the Power Authority to purchase the Substitute Energy on your behalf or having a third party supply the substitute energy. Should you elect to curtail your hydropower usage or make other supply arrangements; the amount of curtailment for billing will be based on the actual shortage % for February. Please let your Account Executive know if you need a Substitute Energy Application.

The Power Authority continues to be concerned about the river flows projected for 2013. Current estimates are no shortage for March 2013, a 3.5% shortage for April 2013, no shortage May 2013, no shortage for June 2013, no shortage July 2013 and a 1.7% shortage for August 2013. We will continue to analyze more current data monthly and provide this type of rolling 6-month forecast each month.

If you have any questions, please contact me at (914) 390-8117, michael.huvane@nypa.gov or Vanessa Perez at (914) 390-8147, vanessa.perez@nypa.gov.

1/14/2013