Village of Tupper Lake
Board of Trustees
Agenda

Date: Wednesday, June 21, 2017
Start: 6:00 pm
Location: Board Room
Meeting: Regular Monthly at 6:00 pm

1. Call Regular Monthly Meeting to order at 6:00 pm and establish the agenda.
2. Pledge of allegiance and moment of silence for the safe return of Colin Gillis.
3. Mayor Maroun would like to acknowledge that the Chamber of Commerce will be hosting the "35th Anniversary" Tin-man Triathlon this year.
4. Mr. Paul Metz would like to address the village board concerning purchasing an "unopened" portion of Flanders Street.
5. Authorize the submission of a permit to NYS DOT to shut a portion of Park Street down on Saturday, August 5, 2017 from 11:00 am to 7:00 pm from Wawbeek Avenue to High Street and for all of Cliff Avenue for the first annual "Tupper Lake Street Festival"and to also lift the alcohol ban for a craft beer tasting vendor.
6. Approve the Board Minutes from May 17, 2017 and June 12, 2017 respectively.

Department Reports

Code Enforcement:

1. Approve the May 2017 Monthly Code Report.
2. 10 Front Street Update.

Police:

1. Approve the May 2017 Monthly Police Report.
2. Misc. Updates.

Fire:

1. Approve the May 2017 Monthly Fire Report.
2. Fire Department will be hosting their Annual Chicken BBQ on Saturday, August 5, 2017.

DPW:

1. Discuss Vachereau Street progress.
2. July 12, 2017 at 10:00 am we will be hosting an official ribbon cutting ceremony for our newly installed interpretive and interactive displays along the walkway at the Municipal Park.
3. Review and accept miscellaneous bids posted on Auctions International for the sale surplus equipment.
4. Misc. Updates.

Water/Wastewater:

1. Formally authorize Mayor Maroun to execute awarding the project bids for the Village of Tupper Lake's Water System Improvements Project to the low bidders as follows:

a). Contract No. 1 (Water Distribution System) to North Country Contractors LLC for a base bid of $2,369,999
b). Contract No. 2 (General Construction) to Frank J. Danko Construction Corporation for a base bid of $927,739
c). Contract No. 3 (Mechanical) to Hyde-Stone Mechanical

Contractors, Inc. for a base bid of $334,426 and

d). Contract No. 4 (Electrical) to Weydman Electric, Inc. for a base bid of $559,500 respectively.

2. Misc. Updates.

Electric:

1. Authorization for Electric Superintendent Marc Staves to sign an Easement/Right of Way Agreement with Slic Network Solutions, Inc. for placement of communications tower on top of the municipal offices building in exchange for high speed internet service to our Park Street offices.
2. Misc. Updates.

Treasurer:

1. Approve the June 21, 2017 warrant in the amount of $ 657,421.80 for payment of the bills and to also approve the abstracts for the month of May 2017.
2. Review the monthly cash position for May 31, 2017.

Executive Session:

1. Enter Executive Session to discuss to discuss the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal, or removal of a particular person or corporation and to also discuss proposed, pending, or current litigation.

Subject: Re: Flanders St Unopened Paper St.
From: Peter Edwards <tupperlakecodes@gmail.com>
Date: 6/20/2017 1:54 PM
To: Village Clerk <villtupplake@centralny.twcbc.com>, wawbeek@aol.com, mary LeBlanc <grammie61@gmail.com>, hajimaroun26@yahoo.com, chfricker866@yahoo.com, Amanda LaScala <adkappliancerepair@hotmail.com>, Nathan Race <nrace@racelawfirm.com>

On Mon, Jun 19, 2017 at 3:59 PM, Peter Edwards <tupperlakecodes@gmail.com> wrote:

Hello All,

Mr Steven Metz is interested in purchasing the unopened portion of the two paper Streets one being Flanders & the other being Sixth Ave.

Rudy Gibbs purchased the upper portion of Sixth Ave years ago.

The only two properties that could be accessed by the unopened paper streets are Wayne Davison's and Laurent Hebert's.

Wayne has access to all his land from Prospect St & he understands that the Flanders section is wet land and therefor cannot be used for an access road ect... (He did say he didn't mind Mr Metz Purchasing the road because he felt Steve should have the right to build a home there.) P.S. I told Mr Metz he should get that in writing to show the board.

Mrs Hebert's vacant lot is for sale to Mr Metz & he is willing to buy that lot to add to his gross lot size if he is able to purchase the two paper streets.

Mrs Boyer's back line abuts both paper streets ! However her lot appears to be one lot fronting onto Prospect St therefor she can access her whole property from the prospect st. P.S Mrs Boyer doesn't access her property by either of these two unopened paper streets now nor have they ever as far as I can see.

this is just to familiarize you with the adjoining property owners & the two paper streets.

Thanks, Pete

Attachments:

SKM_454e17062013530.pdf 17.2 KB

June 19, 2017

Wayne and Laura Davison
26 Prospect St.
Tupper Lake, NY 12986

To whom it may concern:

It is our opinion that the village should move forward with the sale of the unopened portion of Flanders St. that borders our land. We understand that it will cut off access from Flanders St. to our property.

Sincerely,

Wayne K. Davison

Laura M. Davison

NEW YORK STATE OF OPPORTUNITY. | Adirondack Park Agency

Via Certified Mail, Return Receipt Requested
Tracking No.: 7016 0910 0000 6855 8046

NOTICE OF INFORMATION REQUIRED TO PROCESS APPLICATION
Pre-Application No: A2017-0044

Project Sponsor:	**Authorized Representative:**
Paul and Linda Metz 10 Flanders Ave. Tupper Lake, NY 12986	n/a

Application for Minor Project (2-lot subdivision and new single family dwelling)
Town of Tupper Lake, Franklin County
Land Use Area: Hamlet
Tax Map No.: 480.64-5-2.7

Dear Mr. and Mrs. Metz:

Thank you for your Application for Minor Project Permit, received on May 15, 2017. Critical information required to initiate formal review of the application was not submitted and the application cannot be processed until this information is received.

Specifically, the following items are required to process the application:

- **Attachment B, Site Plan - Item 5 of the Application for Minor Project Permit.** No site plan was submitted with your application. As confirmed by Agency staff field investigation, there are extensive jurisdictional wetlands on the project site. As such, the required site plan for your project must be a professionally prepared site plan, signed and sealed by a NYS licensed design professional and include all of the information listed in Item 5 of the application. The site plan must depict all wetland boundaries as flagged by Agency staff and all new land use and development, including an exact calculation of all development in and near wetlands and the square footage of potential wetland loss, as well as any proposed compensatory wetland mitigation.

- Your application indicates that you may propose Compensatory Wetland Mitigation to replace wetlands impacted and lost as a result of your proposed project. Please be aware that mitigation plans would also have to be professionally prepared, and enclosed for your information is, "Compensatory Wetlands Mitigation Guidelines." As explained therein, please be aware that:
    1. Projects should be designed to first attempt to avoid all impacts to wetlands; and
    2. Projects must attempt to minimize the amount, intensity and duration of wetland impacts.

The information already submitted to the Agency will be kept on file as Pre-application A2017-0044. A site visit with Agency Wetland Biologist, Mark Rooks has been is scheduled for June 5, 2017. Prior to incurring the expense of having professional plans prepared, please consider whether your proposal could be undertaken without any loss of wetlands. Please be aware that there will be additional information required to begin formal review your project and determine the application complete.

The proposal may not be undertaken until a permit has been issued by the Agency. "Undertake" means any commencement of a material disturbance of land preparatory to the proposed project, including but not limited to road construction, grading, installation of utilities, excavation, clearing of building sites, or other landscaping, or in the case of subdivision, the conveyance of any lots.

If you have any questions, please contact me or **Milt Adams**, the Environmental Program Specialist 1 (EPS1) assigned to your review your proposal.

5/24/17
Date

Colleen C. Parker
Environmental Program Specialist 3

CCP:slp

Enclosure: Compensatory Wetlands Mitigation Guidelines

cc: EPS Adams
Peter Edwards, Village of Tupper Lake

New York State

Adirondack Park Agency

Compensatory Wetland Mitigation Guidelines

June 1995

Table of Contents

		Page
Summary of Major Provisions of Adirondack Park Agency Compensatory Wetland Mitigation Guidelines		1
I.	Purpose	2
II.	Legal Effect of These Guidelines	3
III.	What Is Mitigation?	3
IV	General Mitigation Planning Concepts	5
V.	When is Mitigation Required?	7
VI.	Guidelines	7
VII.	Grouping Mitigation Efforts	10
VIII.	Acknowledgements	11
Appendix - Considerations in Mitigation Planning		12

Summary of Major Provisions of Adirondack Park Agency Compensatory Wetland Mitigation Guidelines*

1. All projects shall be designed and undertaken to first attempt to avoid all impacts to wetlands.

2. Secondly, all projects must attempt to minimize the amount, intensity and duration of wetland impacts.

3. Impacts are allowed to occur only when compensation has a high probability of success and the development project provides a necessary public good.

4. Compensatory mitigation should be "in-kind" with the following replacement ratios:

   a) 1.5 for 1, in the same subcatchment;
   b) 2 for 1, in the same major watershed or ecozone; and
   c) 2.5 for 1, in an adjacent major watershed or ecozone;
   d) higher ratios for non-adjacent watersheds or ecozones, to be determined by the Agency on a project by project basis.

5. Compensatory mitigation should be "on-site" with the following replacement ratios:

   a) 1.5 for 1, if replacing at higher value in the same subcatchment;
   b) 2 for 1, if replacing at equal or higher value in the same major watershed or ecozone or replacing at lower or equal value in the same watershed; and
   c) 2.5 to 1, if replacing equal or higher value in an adjacent major watershed or ecozone;
   d) higher ratios, if replacing high value wetlands, to be determined by the Agency on a project by project basis.

6. Mitigation proposals should be based on plans containing clear specific detail, short and long-term goals and measurable performance criteria.

7. Mitigation preferably should be completed prior to starting the permitted project or implemented concurrently with it.

These are guidelines, not rules. Failure to meet them will not automatically result disapproval of an application. Each application will be judged on its particular me including all other aspects of its impact on the resources of the Adirondack Park and mitigation measures or offsets proposed.

*See the full text of the compensatory wetland mitigation guidelines for the complete set of provisions and for explanatory details.

New York State Adirondack Park Agency

Compensatory Mitigation Guidelines

I. Purpose

Since the 1780's, it has been estimated that New York State has lost 1.5 million acres or 60% of its original wetland acreage (Mitsch & Gosselink, 1993). The New York State Freshwater Wetlands Act (Environmental Conservation Law Article 24, hereafter "the Act") recognizes that wetlands provide a variety of functions and benefits important to the people and environment of New York. The Act requires that wetlands on private and public lands be preserved, protected and conserved "consistent with the general welfare and beneficial economic, social and agricultural development of the state." It is a general state wetland policy that there be no net loss of wetlands acreage or function.

The Department of Environmental Conservation has extensive experience in wetland mitigation. Its 1993 document, "Guidelines on Compensatory Mitigation" has been invaluable in preparing these guidelines.

The Agency is charged with the administration of the Freshwater Wetlands Act and Adirondack Park Agency Act within the Adirondack Park to both protect wetlands and accommodate beneficial development that may impact them through the regulatory program. Mitigation of project impacts affords the opportunity to resolve this apparent paradox. Section 578.10 of the Agency's Rules and Regulations (9 NYCRR) describes the conditions under which wetland disturbance permits may be issued based on the value classification of the wetlands

This memorandum provides general guidance to Agency staff and others on mitigation as part of the freshwater wetlands regulatory program.

The science of restoring, creating or enhancing wetlands in a mitigation context is evolving. Caution should be used when permitting wetland alteration on the expectation that losses can be fully compensated. Priority must be placed on avoiding impacts given the uncertainties associated with compensation.

There is no "cookbook" approach to mitigation that will cover every possible case. The Park's wetlands are too diverse and the range of projects with a potential impact on them is too great. Mitigation for each project must be decided on the basis of the character of a

particular wetland, the nature of the project's impacts and the opportunities to first avoid and minimize then, if not feasible, to offset these impacts. The guidance provided here offers a framework for project-specific decisions.

Mitigation in an enforcement context is distinctly different from mitigation as part of the permitting process. Illegally altered wetlands must be restored to their condition prior to the violation unless the violator can show that it is not technically feasible or that restoration will result in even greater damage. Only then can alternatives to restoration be considered.

This guidance memorandum deals with compensatory measures an applicant may wish to take to offset project impacts that cannot be avoided or further minimized in order to qualify for a wetland permit. The aim is to fully replace wetland acreage and all functions and benefits lost as a result of the project.

General mitigation planning concepts follow, with more detailed planning considerations listed in the Appendix. These guidelines should be applied sensibly and flexibly. The detail needed, the intensity of follow-up monitoring, and the requirements for performance guarantees must be considered in the context of the value of the wetland being impacted and the magnitude of the impacts. All mitigation proposals, even if relatively small, should be documented, however.

II. Legal Effects of These Guidelines

These are Guidelines, not rules. Failure to meet them will not automatically result in disapproval of an application. Each application will be judged on its particular merits, including all other aspects of its impact on the resources of the Adirondack Park and mitigation measures or offsets proposed. If these guidelines are not met, the Environmental Program Specialist assigned to the application will consult with the Agency's technical staff, and may, depending on the individual case, recommend that a public hearing be held to further examine compensatory mitigation coals and methods.

III. What Is Mitigation?

Wetland mitigation is defined as any activity that seeks to avoid or lessen negative effects to wetlands from development and/or to compensate for those negative effects. This definition is based on others in use throughout the country and those found in wetlands texts. A semi-hierarchical approach to mitigation recognizes the practical nature of the project review process.

The approach used by Agency staff reviewing a project for wetland mitigation involves applying the following sequential procedure.

1. Avoidance: Potential impacts and their sources are identified. Agency staff advise, consult with the project sponsor, project consultants and independent experts, then formulate alternatives that will theoretically eliminate impacts to the wetland. (This step and the following are also used by the Regulatory Programs Division to assess and modify projects in terrestrial and aquatic systems.)

2. Minimization: Constraints such as economic viability, project site configuration and size, and surrounding resources of note may militate against avoidance. If the project cannot be modified completely to eliminate impacts to the wetland, Agency staff, against in consultation with the project sponsor and consultants and independent experts, develop modifications in the project proposal to reduce the amount, intensity and duration of impacts.

3. Compensation: If negative effects accruing from the proposed project cannot be avoided, the project sponsor may be required to compensate for wetland acreage or functional losses from those effects depending upon the value classification of the affected wetland and the severity of the impacts. The higher the class or the greater the impact, the greater the burden of proving overriding need so as to avoid having to fully compensate for unavoidable impacts.

Compensation mitigation can take several forms, all of which have been attempted in the Adirondack Park:

a. Restoration: This compensation activity attempts to restore, reclaim, rehabilitate or recreate the hydrologic regime and other features of a previously disturbed wetland. This is a highly effective and preferred technique since the site to be manipulated was at one time a functioning wetland. If the water regime can be restored chances are good that the other things that make a wetland will appear in time and that the natural wetland functions will be successfully re-established. Water is the key driving force in all wetland systems. Oftentimes activities as simple as filling ditches, collapsing or plugging drains and removing other drains diversions will restore historic water quantity.

b. Creation: Creation is the construction of a new wetland, where none occurred before, by flooding or excavating dry upland. This technique is perhaps the most prone to failure. The wetland creator must guarantee water of sufficient quality in the correct amounts and at the correct times of the year to maintain semi-aquatic plant and animal communities in perpetuity. Guaranteeing adequate hydrology may involve very complicated engineering and continual water level monitoring and manipulation, and may not be appropriate unless undertaken in a very controlled situation and to provide specific functions such as wastewater treatment.

On the other hand, creation can be successful when it is done by enlarging an existing wetland or waterbody. "Contiguous" creation must be carefully evaluated to

offer protection for the main wetlands. Often, too, several acres of wetland can be constructed adjacent to an existing wetland or aquatic system for the cost of creating one acre of isolated wetland from upland.

c. Enhancement: Enhancement is the manipulation of one or more of the following: physiography, hydrology, vegetational succession. The manipulation is intended to accelerate, control and guarantee change of "low" quality wetland to "high" function and value wetland in exchange for loss of another "low" value wetlands. Enhancement is a less preferred mitigation technique than restoration because it results in an overall reduction of wetland acreage. It is the most recent and least proven technique to compensate for wetland loss.

"High" and "low" are subjective terms based on perceived or measured quality of the wetland system. High value wetlands are those categorized as 1, 2 or in §578.5 of the Agency's Rules and Regulations, (9 NYCRR) such as bogs, deciduous forested swamps, emergent marshes and shrub swamps. High value wetlands usually provide multiple values such as flood and storm control, wildlife habitat, subsurface water resources protection, pollution treatment, erosion control, nutrient cycling, recreation, education and scientific research, and open space and aesthetic values (ECL Article 24 §24-0105.7. High value wetlands may also be the repository of endangered or threatened species, have high productivity or diversity, be associated with surface water systems or significant geologic features, or provide important social values (9 NYCRR §578.5).

In principle, enhancement trades an area of chronically low value wetland for direct manipulation of a different and larger area of low value wetland. The manipulation alters the low value wetland so that it produces a higher level of value in a shorter period of time than would have occurred naturally. It is argued that the net loss of acreage is more than made up for by the acceleration to high functioning. It is important to note that the lost wetland acreage should have little opportunity to become high functioning. Enhancement should be considered as appropriate mitigation when existing important functions of the enhanced wetland are not impaired by the alterations.

IV. General Mitigation Planning Concepts

1. Mitigation Goals - Simple establishment of wetland vegetation is not acceptable as a mitigation project. The replacement wetlands' performance must achieve the performance levels of the lost wetlands. Meeting clear and specific performance standards is the measure of successful mitigation.

2. Replacement Ratios - The Agency will generally require project sponsors to mitigate for impacts to flood storage and water quality functions within, adjacent or contiguous with the

wetland impact site(s). It is very often necessary to replace more acreage than has been impacted to fully compensate for losses. Larger acreage may be needed as insurance against the uncertainties associated with trying to create a new wetland. Higher replacement ratios may also be needed to compensate for the long time it will take for a mitigation wetland to function at the same level and provide the benefits of the wetland being replaced.

3. Persistence. - Mitigation wetlands must persist over time and should be self-sustaining, but not necessarily remain static. Ecological changes will occur naturally in response to both internal and external processes. Wetlands should be designed with the capacity to adapt to changing conditions and still persist in some form. They should not require intensive long-term maintenance in order to remain as a viable wetlands, unless the maintenance is provided for as a project cost and is guaranteed in some manner such as bonding.

4. Monitoring - Integral to any compensation mitigation technique is the need to monitor. Monitoring is conducted to determine:

- if the compensation objectives are being successfully implemented,
- if and what contingency plans must be commenced, and,
- when the compensation goals have been met.

Mitigation projects should be monitored for an appropriate period, determined on a case-by-case basis. Long-term monitoring such as a five-year minimum monitoring period with annual or biannual reports and one or two additional reports at 10 and 15 years is generally needed to assure the continued viability of mitigation wetlands. Monitoring requirements should be coordinated with other regulatory agencies having jurisdiction over the project. There must be provisions to ensure that corrective action will be taken as needed until the wetland mitigation goals are met. Conversely, if it has become obvious during the initial five-year monitoring period that the mitigation goals have been met and that the mitigation effort will persist, provision should be made to terminate the monitoring effort.

5. Guarantees - An applicant must be bound to complete mitigation in accordance with the permitted plans and to do monitoring and remedial work as needed. An environmental monitor may be needed, at the applicant's expense, for larger or more complex mitigation projects. These requirements should be included as permit conditions.

Performance bonds or some other form of financial assurance that mitigation projects will be successfully completed and monitored will be considered for larger projects or projects with a high risk of failure. Financial guarantees should also be considered when
of the mitigation wetland may change, such as when a developer completes the sale of the property involved.

Regardless of size, mitigation wetlands are regulated by the Freshwater Wetlands Act after completion. They will be surveyed, typed and added to the Official New York State Wetlands Map for the county. Additional forms of long-term protection may be desirable as well; restrictive deed covenants or conservation easements are useful devices.

V. When Is Mitigation Required?

Compensatory mitigation is by definition undertaken to offset unavoidable impacts to a wetland as a result of a specific project. Proposals for wetlands restoration, creation or enhancement are not acceptable as mitigation if the effort is being undertaken as part of a separate program to restore or create wetlands, such as the Fish and Wildlife Service's Partners in Wildlife Program or the Natural Resource Conservation Service's Wetland Reserve Program. The object of these programs is to increase wetlands; a mitigation wetland is designed to replace lost wetland acreage and functions. Using a non-regulatory wetland restoration or creation project as regulatory mitigation will result in a net loss of wetland acreage and functions. Neither should converted wetlands simply being abandoned be acceptable as mitigation unless additional efforts are specifically taken to restore wetland hydrology and vegetation, and reversion to wetland would not have occurred in the foreseeable future without human intervention. Permanent protection of an existing wetland by dedication, easement or fee title acquisition does not in itself constitute compensatory mitigation.

Compensatory mitigation as part of the regulatory process must be related to the impacts of a project. Applicants cannot be required to provide mitigation for losses not related to their project. Temporary disturbances, where pre-construction conditions are essentially restored, for example when laying a pipeline, do not require compensatory mitigation since there is no permanent loss. However, impacts to the wetland still must be first avoided or, if not possible, minimized as with any other project, and efforts to reduce disturbances during construction, such as providing erosion control, will still be required.

Applicants should be advised to consult with all regulatory parties (Army Corps of Engineers, Department of Environmental Conservation) early in the project design stage to assure that proposed mitigation measures meet all applicable standards and so that consistent terms and conditions can be developed for local, state and federal permits.

VI. Guidelines

Each wetland project that the Agency has reviewed since its inception has contained elements of mitigation. The hierarchical mitigation concept of avoidance, minimization and compensation has a long history at the Agency. The concept is a common sense approach

to determining the suitability of development activities on a site. The following mitigation protocol based on the current state of knowledge, past experience and the best ways of implementing the Agency's Rules and Regulations should be used:

1. All projects shall be designed and undertaken to first make reasonable attempts to avoid impacts to wetlands.

2. Secondly, if wetland impacts are unavoidable, all projects must attempt to minimize the amount, intensity and duration of impacts. Compensatory mitigation is only used when it can offset project impacts that cannot be avoided entirely or reduced any further.

3. If the project is such that compensation has a high probability of success, economically and ecologically, and contributes to the public good, the minimized impacts are allowed to occur and compensation is required.

4. If the project is proposed on a preexisting lot of record, is the only reasonable use of the land in question, and impacts are avoided or minimized to the greatest extent possible but wetland is still being impacted, the permit should be approved if the key values of Class I wetlands are not destroyed and on-site sewage disposal standards can be met or municipal sewage disposal is available.

5. The project should be denied even if it is proposed on a pre-existing lot of record and if the key values of a Class I wetland are destroyed or if on-site sewage disposal standards can't be met and municipal sewage disposal is not available.

6. If the project is such that compensation has a high probability of failure, economically or ecologically, and does not substantially provide a necessary public good, the project should be denied.

7. Compensatory mitigation should preferably be "in-kind," such as replacing a wetlands that is being altered with a wetland of the same type; e.g. replacing emergent marsh with emergent marsh. The functions and benefits of the replacement wetland are assumed to be generally the same as those of the wetland being replaced. Unavoidable impacts to other wetland functions that cannot be mitigated on-site may be mitigated by debiting on the following basis, with preference given to in-kind replacement:

In-kind:

a) 1.5 for 1, in the same subcatchment;
b) 2 for 1, in the same major watershed or ecozone (as defend by DEC Habitat Inventory Unit); and
c) 2.5 for 1, in an adjacent major watershed or ecozone;
d) higher ratios for non-adjacent watersheds or ecozones, to be determined by the Agency on a project-by-project basis.

Out-of-kind:

a) 1.5 for 1, if replacing at higher value in the same subcatchment;
b) 2 for 1, if replacing at equal or higher value in the same major watershed or ecozone or replacing at lower or equal value in the same watershed, and
c) 2.5 to 1, if replacing equal or higher value in an adjacent major watershed or ecozone;
d) higher ratios, if replacing high value wetlands, to be determined by the Agency on a project-by-project basis.

Replacement with the same wetland type maintains the amount of that type in some geographical context. It is the most conservative approach when project impacts have not been or cannot be fully assessed.

Replacement with a different type, for instance replacing forested wetlands with emergent marsh, is considered "out-of-kind" and is acceptable in limited circumstances. It is not always possible to replace some types of wetlands such as bogs or mature red maple swamps, and it is not always desirable to replace a wetland type. For example, the wetland type being lost may be predominant regionally. Successful replacement with a different, less common type can increase regional biological diversity. It may also better contribute to other regional conservation goals.

The reasons for choosing out-of-kind replacement should be documented as part of the permitting process.

Whether in-kind or out-of-kind, the proposed mitigation must provide substantially the same or more benefits than will be lost through the proposed activity. Trade-off of one significant function for another must be avoided. For example, flood control could be provided without replacing lost wildlife habitat, but should not be allowed. The full array of lost functions and benefits should be replaced as closely as possible.

8. Compensatory mitigation should preferably be "on-site," that is, undertaken in the same relative landscape position in the same subcatchment as the wetland impacted by a project. It does not necessarily have to be within the same site boundaries as the project, but it must involve the same subcatchment.

Off-site mitigation is acceptable and can be desirable in some circumstances. On-site mitigation may not always be possible or desirable. For example, the configuration or physical limitations of a site may preclude on-site compensation or the site may be contaminated. If a function is not site-dependent, mitigation done off-site may compensate for its loss. However, the benefits being provided by some wetland functions are site-dependent; others are not. Mitigation off-site does not compensate for loss of a function that is site-dependent but is not replaced on-site.

A function like flood control or storm water management usually must be replaced on-site if continued protection of the immediate downstream area is needed. Replacement of functions like water quality maintenance or nutrient export may be acceptable off-site if the mitigation occurs in the same watershed. Values like recreation, open space and aesthetics might be replaced within the same city, town or county. Wetland fish habitat must be replaced on the same body of water. An isolated wetland can be valuable for specific functional goals, if it is strategically placed, such as an open marsh located near upland nesting cover. Mitigation for lost wildlife habitat may be acceptable off-site within The same ecological zone as defined by the Agency.

The major point is that while the array of impacted functions and benefits should be replaced, it may be possible to separate them and compensate for different losses in different places. However, any development activity involving wetlands or the subsequent required mitigation activity should be viewed, planned, implemented and monitored in a local and regional watershed protection context. The reasons for choosing a particular mitigation strategy should be documented as part of the permit application process.

9. Mitigation proposals should be based on plans containing clear specific detail, short and long-term goals and measurable performance criteria. Project sponsors are responsible for retaining appropriate professionals for designing and implementing mitigation measures as a legitimate project expense. Innovative proposals should be encouraged, but they require more detailed planning monitoring and critical evaluation.

10. Mitigation preferably should be completed prior to starting the permitted project or implemented concurrently with it. Pre-project mitigation greatly enhances the Agency's ability to enforce or modify mitigation requirements since the permit can still be revised or revoked if necessary. Completing the mitigation prior to the project allows time to assess the likelihood of success.

However, up-front mitigation may not always be practical or desirable. For example, when mitigation work is done concurrently with the permitted project, soils and vegetation from the impacted wetland can be used in the mitigation work.

Mitigation must be incorporated into a construction schedule approved by the Agency and part of the permit.

VII. Grouping Mitigation Efforts

Scattered small-scale mitigation actions may provide limited benefits, may not persist over time and often are less successful. Consolidating efforts into a single larger project is more cost effective, is more likely to be successful, and is likely to provide more wetland benefits.

a. Joint mitigation projects are those where mitigation for a number of proposed projects is combined into a single, cooperative effort. A single mitigation project may be proposed by one applicant to compensate for impacts of a number of discrete projects, or by several applicants to compensate for the unavoidable impacts of their separate projects.

Each permitted project must still meet the requirements to first avoid and then minimize impacts. In-kind, on-site mitigation must also be considered on the individual permitted projects before compensation through a joint mitigation project is approved. The joint mitigation project should replace all functions cumulatively lost by the individual wetland alterations.

It is essential that responsibilities be clearly allocated between and among applicants and that all commitments are made legally binding

b. Mitigation banking means creating or restoring a large wetland in advance of specific projects requiring permits and mitigation. Mitigation "credits" are assigned to the functions and/or acreage restored or created in the "bank." As unavoidable project impacts are permitted in the area, credit is "debited" from the bank to meet the mitigation requirements for those permitted projects. Project impacts must still be avoided and minimized, and on-site, in-kind considerations must still be met.

The Agency is actively exploring, the concept of mitigation banking. It will be incorporated into the regulatory program when significant policy and operational questions are addressed. Separate guidance will be provided at that time.

VIII. Acknowledgements

Three documents were used extensively in developing these Guidelines and provided needed inspiration:

Division of Fish and Wildlife. 1993. Freshwater Wetlands Regulation: Guidelines on Compensatory Mitigation. New York State Department of Environmental Conservation, Albany, New York. 13 pp.

Mitsch, W.J. and J.G. Gosselink. 1993. Wetlands. Van Nostrand Reinhold, New York, New York. 722 pp.

Pierce, G.J. 1993. Wetland Construction, Enhancement, & Restoration Techniques. Wetland creation course notebook. Southern Tier Consulting, Inc., West Clarksville, New York.

Appendix

Considerations In Mitigation Planning

Pre-Application Phase

In pre-application discussions, applicants should provide the following:

1. a sketch plan of the impacted wetland and the mitigation wetland;

2. a written narrative and video or photographic description of existing conditions on the site to be affected by a proposed project, adjacent and nearby land cover and uses, characteristics of the wetland including size, boundaries, type and functions, and parameters such as hydroperiod, water depth and vegetative types;

3. location of the proposed project in relation to the wetland, the nature of the project and its potential impact on the wetland's acreage and functions;

4. the efforts made to avoid and minimize project impacts to the wetland and their feasibility;

5. the nature of any compensatory mitigation proposed, including location, total acreage, acreage by covertypes sought, type (e.g. restoration), associated wetland buffers, characteristics, hydrologic regime including hydroperiod and water depth, design and construction procedures to be used, management needs and provisions for, monitoring and long-term maintenance;

6. the goals of the mitigation activity described as specific functional attributes that can be assigned measurable structural elements.

Application Phase

The project described in the application should have been designed to first avoid and then, if avoidance is not possible, to minimize impacts on the wetland. This information should be documented as part of the application.

A detailed mitigation plan should be provided if the applicant wishes to offer compensatory mitigation for unavoidable impacts. The plan should include the date it was prepared and the date of any subsequent revisions, along with the name and qualifications of the author(s). For certain projects, the Agency will require appropriate professional input. The plan should address both the wetland impacted and the replacement wetland as follows:

1. Impacted Wetland

Provide a plan with sufficient detail on existing contours, grades, topographic features and profiles at a scale sufficient to assess project impacts on the wetland. Provide a separate plan or overlay at the same scale of the proposed project features.

Provide a narrative which describes:

- acreage and boundaries
- type and structure of the wetland, including vegetation
- wetland function and values
- hydrology including, source and quality of water and hydroperiod
- soil characteristics and other pertinent information, such as water depth and wildlife present
- nature of the project impacts and the changes they will cause, including the timing of the impacts

Cite the source of data.

2. Mitigation Wetland

Provide a map with sufficient detail and at a scale to be able to determine where the replacement wetland will be located and its size, boundaries and topographic features.

Provide a narrative which describes goals and specific objectives for the mitigation wetland, including the functions and benefits to be provided and clear performance standards and criteria for assessing project success.

Describe physical, ecological and hydrological characteristics in sufficient detail to be able to assess whether losses in the impacted wetland are mitigated. Characterization should include, but not be limited to, desired vegetational covertypes, water depth and hydroperiod, reference wetland data.

Provide details on construction, including:

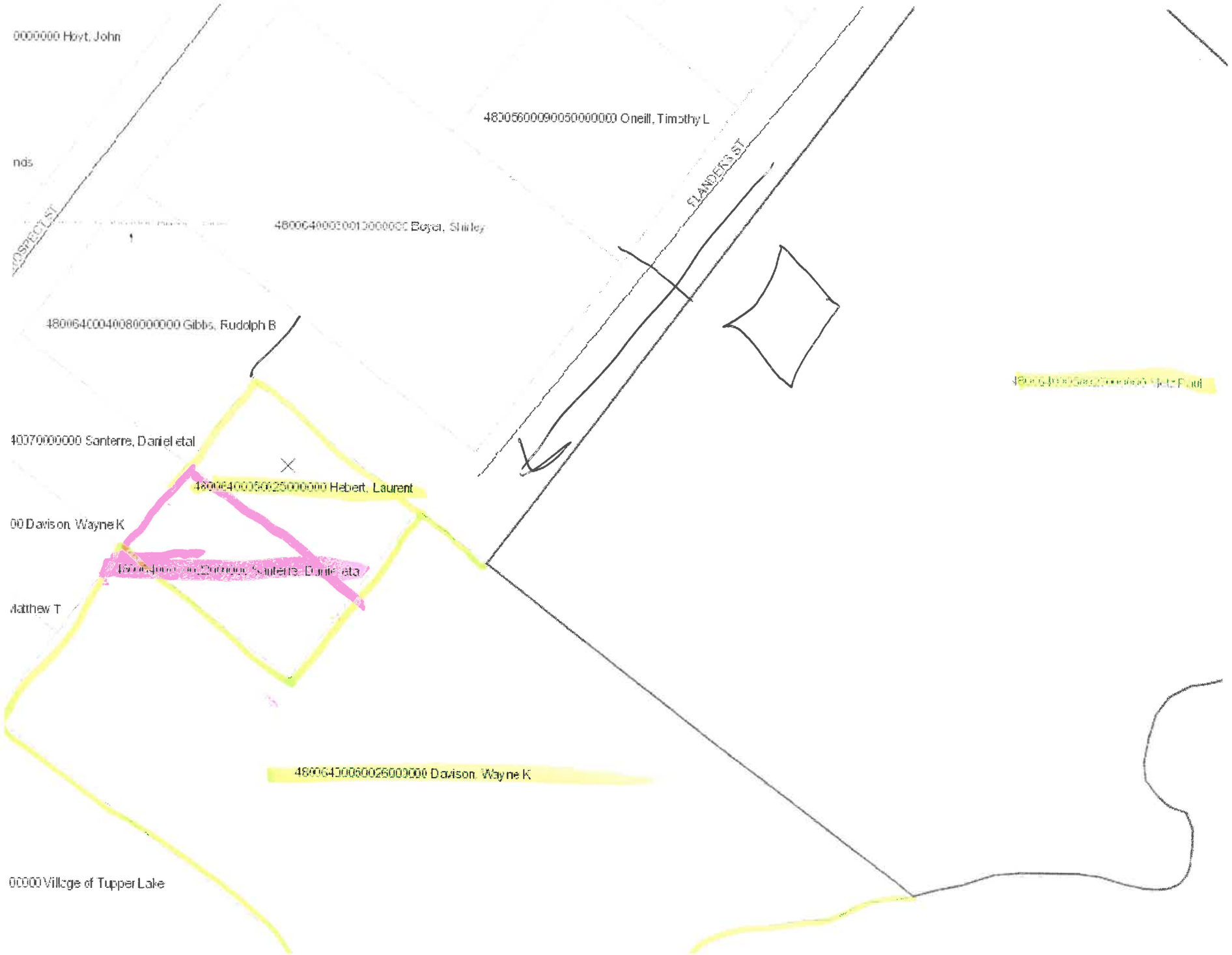
- diking, excavation, or other means by which the wetland will be created
- construction schedule and equipment to be used
- measures to control erosion and sedimentation during construction
- plantings – plants to be used, source and type of stock, procedures including planting protocol and spatial arrangements, area to be planted, schedule, replacement guarantees. If vegetation from the wild will be used, identify the source and measures to prevent introduction of undesirable exotics.
- soils - suitability of *in situ* soils for water retention, source and type of imported soils, other soil treatments.
- chemicals -- explain the purpose for using chemicals and the precautions to be taken to minimize use and to protect the wetland.

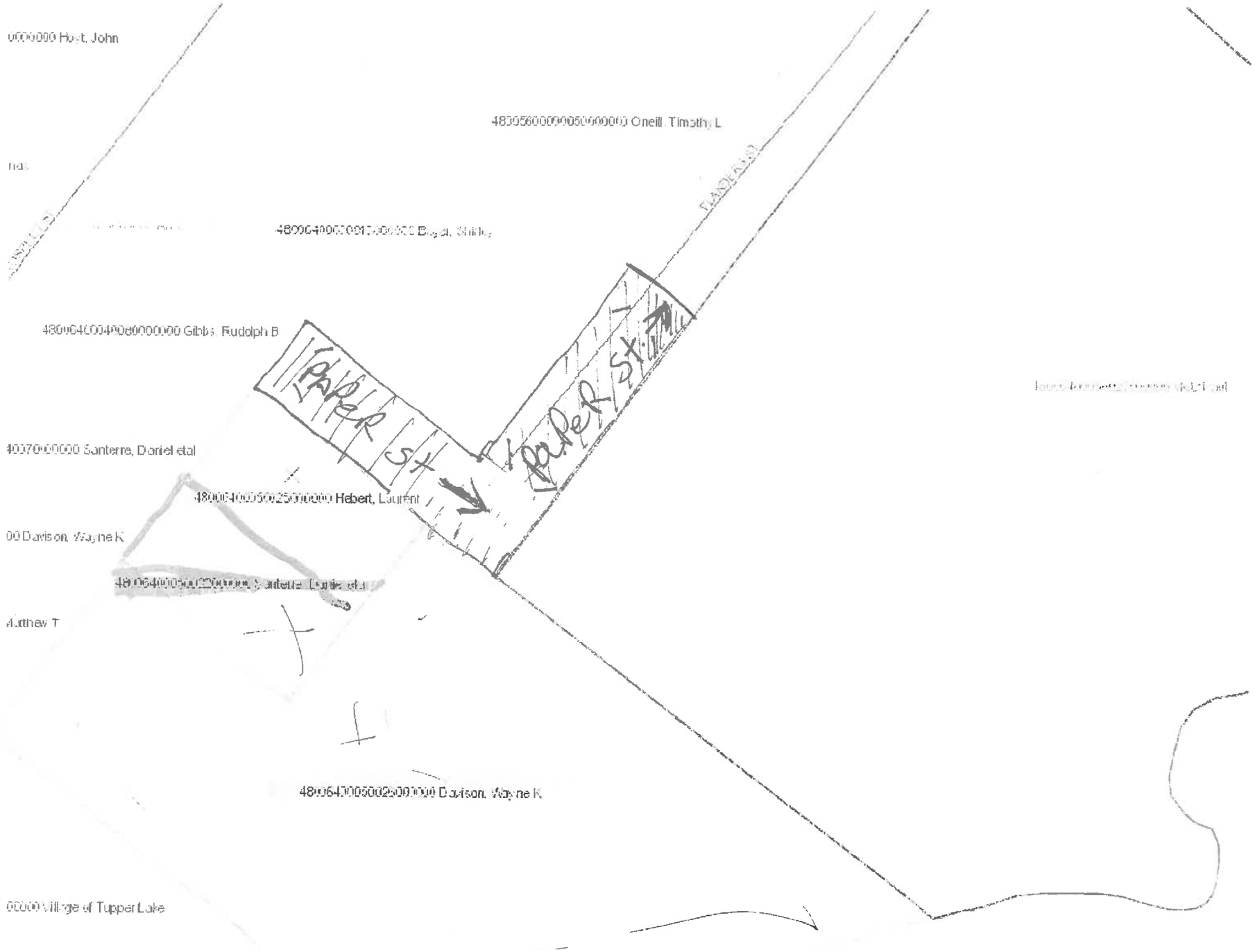
Provide details on management of the mitigation site, including:

- measures to assure persistence of the wetland
- vegetative management
- sediment and erosion control
- monitoring plans, including methods and schedule for data collection and provisions for mid-course corrections
- provisions for long-term protection of the site, such as permanent conservation easement
- provision for bonding or other financial guarantees

Describe plans for periodic reporting, including during and at the end of construction, and during and at the end of the monitoring period. Reports should be brief, concise and supported with land-based photography or videography from fixed locations. Air photography is desirable but not essential in most cases. The reports should document success or failure of achieving the structural goals.

Identify the name, qualifications and experience of the person(s) implementing the mitigation plan.


0000000 Hoyt, John
nds
48005600090050000000 Oneill, Timothy L
FLANDERS ST
48006400030010000000 Boyer, Shirley
48006400040080000000 Gibbs, Rudolph B
40070000000 Santerre, Daniel etal
48006400050025000000 Hebert, Laurent
00 Davison, Wayne K
Matthew T
48006400050026000000 Davison, Wayne K
00000 Village of Tupper Lake



0000000 Hoyt, John
48005600000050000000 Oneill, Timothy L
48006400000910000000 Boyer, Shirley
48006400040080000000 Gibbs, Rudolph B
40070000000 Santerre, Daniel etal
48006400050025000000 Hebert, Laurent
00 Davison, Wayne K
Matthew T
48006400050025000000 Davison, Wayne K
00000 Village of Tupper Lake
PAPER ST
PAPER ST

WAYNE VAUDSON

1

Image Mate Online

Navigation GIS Map | DTF Links Assessment Info Help Log In

Residential

- Property Info
- Owner/Sales
- Inventory
- Improvements
- Tax Info
- Report
- Comparables

Municipality of V. Tupper Lake

SWIS:	162001	Tax ID:	480.64-5-2.600

Tax Map ID / Property Data

Status:	Active	Roll Section:	Taxable
Address:	Flanders (Unopened) St		
Property Class:	311 - Res vac land	Site Property Class:	311 - Res vac land
Ownership Code:			
Site:	Res 1	In Ag. District:	No
Zoning Code:	-	Bldg. Style:	0
Neighborhood:	20201 - Village of TL	School District:	Tupper Lake
Property Description:	2-148-09 480.64-5-2.3 Hebert Vill Line Wolf Creek Woulf		
Total Acreage/Size:	3.30	Equalization Rate:	----
Land Assessment:	2017 - Tentative $7,900 2016 - $7,900	Total Assessment:	2017 - Tentative $7,900 2016 - $7,900
Full Market Value:	2017 - Tentative $7,900 2016 - $7,900		
Deed Book:	791	Deed Page:	188
Grid East:	497255	Grid North:	1971470

Photographs

No Photo Available

Maps

- Pin Property on GIS Map
- View in Google Maps
- View in Bing Maps

Map Disclaimer

2

Special Districts for 2017 (Tentative)

No information available for the 2017 roll year.

Special Districts for 2016

No information available for the 2016 roll year.

Land Types

Type	Size
Wetland	3.30 acres

DANIEL SANTERRE

1

SDG

Image Mate Online

Navigation GIS Map | DTF Links Assessment Info Help Log In

Residential

- Property Info
- Owner/Sales
- Inventory
- Improvements
- Tax Info
- Report
- Comparables

Municipality of V. Tupper Lake

SWIS:	162001	Tax ID:	480.64-5-2.200

Tax Map ID / Property Data

Status:	Active	Roll Section:	Taxable
Address:	Prospect St		
Property Class:	311 - Res vac land	Site Property Class:	311 - Res vac land
Ownership Code:			
Site:	Res 1	In Ag. District:	No
Zoning Code:	-	Bldg. Style:	0
Neighborhood:	20201 - Village of TL	School District:	Tupper Lake
Property Description:	T 22 G 70 Santerre Woulf Woulf Woulf		
Total Acreage/Size:	66 x 132	Equalization Rate:	----
Land Assessment:	2017 - Tentative $200 2016 - $200	Total Assessment:	2017 - Tentative $200 2016 - $200
Full Market Value:	2017 - Tentative $200 2016 - $200		
Deed Book:	877	Deed Page:	154
Grid East:	497123	Grid North:	1971603

Photographs

No Photo Available

Maps

- Pin Property on GIS Map
- View in Google Maps
- View in Bing Maps

Map Disclaimer

2

Special Districts for 2017 (Tentative)

No information available for the 2017 roll year.

Special Districts for 2016

No information available for the 2016 roll year.

Land Types

Type	Size
Rear	0.20 acres

LAURent Aebert

1

SDG

Image Mate Online

Navigation GIS Map | DTF Links Assessment Info Help Log In

Residential

- Property Info
- Owner/Sales
- Inventory
- Improvements
- Tax Info
- Report
- Comparables

Municipality of V. Tupper Lake

SWIS:	162001	Tax ID:	480.64-5-2.500

Tax Map ID / Property Data

Status:	Active	Roll Section:	Taxable
Address:	Flanders (Unopened) St		
Property Class:	311 - Res vac land	Site Property Class:	311 - Res vac land
Ownership Code:			
Site:	Res 1	In Ag. District:	No
Zoning Code:	-	Bldg. Style:	0
Neighborhood:	20201 - Village of TL	School District:	Tupper Lake
Property Description:	2-148-09 480.64-5-2.3 Lot S Of N B Sprague Junction Lot 34 Blk 28		
Total Acreage/Size:	66 x 132	Equalization Rate:	----
Land Assessment:	2017 - Tentative $200 2016 - $200	Total Assessment:	2017 - Tentative $200 2016 - $200
Full Market Value:	2017 - Tentative $200 2016 - $200		
Deed Book:	535	Deed Page:	564
Grid East:	497163	Grid North:	1971656

Photographs

No Photo Available

Maps

- Pin Property on GIS Map
- View in Google Maps
- View in Bing Maps

Map Disclaimer

2

Special Districts for 2017 (Tentative)

No information available for the 2017 roll year.

Special Districts for 2016

No information available for the 2016 roll year.

Land Types

Type	Size
Rear	0.20 acres

Big Tupper Brewing
12 Cliff Ave., Tupper Lake, NY 12986

June 21, 2017

Mayor Paul Maroun & Village Trustees
53 Park St.
Tupper Lake, NY 12986

Dear Mayor Maroun & Village Trustees:

On Saturday, August 5th, Big Tupper Brewing will be hosting the class that graduated with Jamie Martin as part of a fund raising event that will feature live music and other activities. We are anticipating a large crowd. The timing of this event coincides with the planned street fair along Park Street, which should create some incredible activity for our business district. We are seeking your permission to once again close Cliff Avenue from Noon until 9pm for this very special event.

As part of our request, we would once again like to request that the Village lift the open container law, with the understanding that it would be limited to beer only, and would be contained to the blocked off area of Cliff Avenue.

As always, we appreciate your consideration. Thank you.

Sincerely,

Jim LaValley
Big Tupper Brewing

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

Application for use of Community Facilities

Today's Date: 5/25/17 Date(s) requested: 13 June 2017

Facility Requested: Community Room in Emergency Services Building

Information about your group

Name of Organization or individual: Tupper Lake CSD

Time: 7 30 am to 3 pm Your Supervisor in charge: Carol Lamb

Mailing Address: 294 Hosley Ave Tupper Lake

Telephone: (day) 518/359-3371, ext 1008 (night) 518/359-5157

Information about your intended use of Municipal Facilities

Purpose of use: Poverty Initiative follow-up meeting

Total participants expected: 7 Adults: 7 Children: Ø

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

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

Residents (number): 5 Non-residents (number): 2

Is an admission fee charged? ☐ Yes ☑ No

If so, what will proceeds be used for? _____

Agreement

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

Carol Lamb — Signature of Organization's Authorized Representative

6 Lakeview Ave TL — Address

Telephone Number: 518/524-5656

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: 5/30/17 Date(s) requested: Attached Van Schedule

Facility Requested: Tupper Lake Park by the water

Information about your group

Name of Organization or individual: Adirondack Dental Service Anc Hygp

Time: 9:30 to 4:00 Your Supervisor in charge: Suzanne Borden

Mailing Address: 29 Church Street Lake Placid NY 12946

Telephone: (day) 518-523-1122 (night) _____

Information about your intended use of Municipal Facilities

Purpose of use: Dental Van Procedures - Prophy - Fillings exams.

Total participants expected: 200 Adults: 100 Children: 100

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

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

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

Is an admission fee charged? ☐ Yes ☑ No

If so, what will proceeds be used for? _____

Agreement

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

Signature of Organization's Authorized Representative

29 Church St Lake Placid NY 12946
Address

Telephone Number: 518-523-1122

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

Dental Van Schedule
2017
Thursday Only

AuSable Forks	Tupper Lake
JUNE	JUNE
8, 22,29	1, 15,
JULY	JULY
6, 13	20, 27
AUGUST	AUGUST
17, 31	10, 24
SEPTEMBER	SEPTEMBER
14, 28	7, 21
OCTOBER	OCTOBER
12	5

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

Application for use of Community Facilities

Today's Date: 5/30/17 Date(s) requested: 6/13/17

Facility Requested: Community Room

Information about your group

Name of Organization or individual: TLPD

Time: 1pm to 3 pm Your Supervisor in charge: Paula

Mailing Address: _____

Telephone: (day) _____ (night) _____

Information about your intended use of Municipal Facilities

Purpose of use: Office of Aging Meeting

Total participants expected: _____ 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 extend permissible by law, arising out of or in connection with the actual or proposed use of the Village of Tupper Lake's property, facilities and or services by our Organization.

_____ TLPD

Signature of Organization's Authorized Representative Address

Telephone Number: _____

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: 5/18/17 Date(s) requested: 7/3/17

Facility Requested: Pavillion in Park

Information about your group

Name of Organization or Individual: Lawson Sen

Time: 11 to 1 Your Supervisor in charge:

Mailing Address: 1271 State Route 30 Tupper Lake NY

Telephone: (day) 914-475-7199 cell (night) 914-475-7199 cell

Information about your intended use of Municipal Facilities local # 518-359-2173

Purpose of use: Engagement Party

Total participants expected: 20 Adults: 17 Children: 3

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

If needed, state what types and for what purpose:

Residents (number): 9 Non-residents (number): 11

Is an admission fee charged? ☐ Yes ☒ No

If so, what will proceeds be used for?

Agreement

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

Signature of Organization's Authorized Representative

1271 State Rte 30 Tupper Lake, NY
Address

Telephone Number: 914-475-7199

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

Boston Children's Health Physicians
4350 Van Cortlandt Park East
Bronx, NY 10470
Ph: 718-231-6565
Fax: 718-231-8477

TO: Village Clerk
FROM: Lauren Jen
FAX: 518-359-7800
PAGES: 2
PHONE: 914-475-7199
DATE: 5/18/17
RE: Facility Use form
CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply

Comments:

Confidentiality Notice: The information contained in this facsimile may be confidential and legally privileged. It is intended **only** for use of the individual named. If you are not the intended recipient, you are hereby notified that the disclosure, copying, distribution, or taking of any action in regards to the contents of this fax – except its direct delivery to the intended recipient – is strictly prohibited. If you have received this fax in error, please notify the sender immediately and destroy this cover sheet along with its contents, and delete from your system, if applicable.

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

Application for use of Community Facilities Thurs July 27?

Today's Date: 5/22/2017 Date(s) requested: Fri July 28, 2017

Facility Requested: Demars Municipal Park 7 Demars Blvd Tupper Lake N.Y. 12986

Information about your group

Name of Organization or individual: Zerbini Family Circus

Time: 8Am to 10pm Your Supervisor in charge: Alain Zerbini (owner) 941-219-9595

Mailing Address: Willy Waltens Routing Director P.O. Box 1418 Sarasota, Fl 34230

Telephone: (day) 386-679-8257 (night) 386-679-8257

Information about your intended use of Municipal Facilities

Purpose of use: Circus under the Big Top One Performance @ 6 PM Adults $15.00 13 years and older 12 & under 60 free with Coupon 2 children per paying adult

Total participants expected: 200-500 Participation varies according to Weather Adults: _____ Children: _____

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

If needed, state what types and for what purpose: 200 x 200 feet of Ground area reasonably level Parking for Attending public

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

Is an admission fee charged? ☒ Yes ☐ No * Restrooms Provided - Circus is required to clean and Restock

If so, what will proceeds be used for? Water Hookups within 500 feet

Agreement

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

Signature of Organization's Authorized Representative: Willy Waltens Routing Director P.O. Box 1418 Sarasota, Fl 34230

Address: Circus Winter Quarters Permanent Address 25940 L & J Rd Myakka, Fl 34251

Telephone Number: Willy 386-679-8257 ~~Alain Zerbini~~ 941-219-9595

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

Subject: Zerbini Family Circus
From: Willy and Carol Waltens <tinkwaltens@aol.com>
Date: 5/22/2017 1:12 PM
To: villtupplake@centralny.twcbc.com

Mary,

Attached is the Application for Demars Municipal Park on July 28 and the insurance certificate. If you need anything else email me or contact me by phone.
We look forward to presenting our circus and show in your community in July
Thank you for your help

Willy Waltens
Zerbini Family Circus
www.zerbinifamilycircus.com
Routing Director
386-679-8257

—Attachments:

Zerbini 2017 July 28 Tupper Lake NY Demars Municipal Park.pdf 1.5 MB

President
Brian Towers

First Vice President
Matthew Simpson

Second Vice President
Ron Moore

Directors at Large
Jean Raymond
William Farber
Gerald Delaney
Arthur Wright

Adirondack Association of Towns & Villages

P.O. Box 777
Mayfield, NY 12117
Tel: (518) 661-7622
Fax: (518) 661-7623
Website: aatvny.org

Executive Director
Mark Hall

Regional Directors
Region A
Brian McDonnell
Region B
Stephen McNally
Region C
Kevin Geraghty
Region D
Brian Wells
Region E
Robert Moore

18 June 2017

To the AATV General Membership ...

On behalf the AATV Executive Board, it is with a heavy heart that we regret to inform you that founding member, long time President and friend to all ... George Cannon passed away last evening.

Regardless of political affiliation or ideology all that came to know George were drawn like a magnet into his orbit by his gregarious nature and sincere magnetism. George earned respect and admiration from his Newcomb constituents to the corridors of power by revealing passion, knowledge of the issues, and most importantly character. He was an unintentional mentor to all of us that care for our communities. His unparalleled influence, vision and determination to make this park a better place for the people who call it home will be forever lasting.

George did not partake in the belief that those whom you passionately disagree with should also be your enemy. Rather he took every opportunity to find what we share in common to pursue a resolution. ... and a friendly cocktail afterwards never hurt.

For those of us who were fortunate enough to spend time with him walking the halls of Albany in search of a balanced approach to Adirondack issues, playing a round of golf on a Sunday morning, or dining at El Quijote's in New York ... George was more than a comrade in arms ... he was a true friend.!

Over the next few days this association ... that he loved and carried on his back for so many years ... will explore how we may pay a more lasting tribute to his life. But for now, we ask that you keep Monica, his children and the people of the Adirondacks he cared so passionately about in your thoughts and prayers.

Preserving Protections
For Working Families

Make the Pledge to
Vote NO
on the
NYS Constitutional
Convention
Election Day Nov 7th

Any Questions?

Contact Bryan Miller,
Political Action
Coordinator
782-4400
Bryan.miller@cseany.org
cseany.org/r4

NYS Constitutional Convention

What you need to know!

CSEA Capital Region

Since 1918
CSEA
New York's LEADING Union

Subject: You're Invited!
From: Adirondack Health Foundation <mastanton@adirondackhealth.org>
Date: 6/20/2017 11:13 AM
To: villtupplake@centralny.twcbc.com

We are inviting close friends, board members and, most especially, generous campaign donors to a ceremonial ground breaking for the new Adirondack Health - Lake Placid Health and Medical Fitness Center. June 29th is a busy day for many; we promise to wrap up by 5 p.m. Please join us for this long anticipated event!

THE FUTURE OF CARE CAMPAIGN

Building on our Legacy of Healing

You're Invited:

GROUND BREAKING

THURSDAY, JUNE 29TH, 2017
4:00 PM
Uihlein Campus, Old Military Road
Lake Placid, NY 12946

This ceremonial ground breaking marks the beginning of the Lake Placid Building Project, one of two capital projects funded in part by the Future of Care Campaign. This project includes the construction of a new Health and Medical Fitness Center to provide a renewed focus on improving strength, physical fitness and independence for people of all ages.

Light refreshments will be served.
All are welcome.
Please RSVP by emailing
mastanton@adirondackhealth.org
or call 518.897.2370

Please RSVP by emailing
mastanton@adirondackhealth.org
or call 518.897.2370

www.futureofcarecampaign.org

Adirondack Health Foundation, P.O. Box 120, 2233 State Route 86, Saranac Lake, NY 12983

SafeUnsubscribe™ villtupplake@centralny.twcbc.com

Forward this email | Update Profile | About our service provider

Sent by mastanton@adirondackhealth.org in collaboration with

Constant Contact

Try it free today

IATC

ATS Auto Parts

To our valued customers,

The assets of ATS Auto Parts have been purchased by Advance Auto Parts.

The last day of operation of ATS Auto Parts will be June 12th at 5pm.

We appreciate the business you have given us and the friendships we have built over the years.

Your business and support are gratefully appreciated.

We are excited for our ATS Team, Brandon & Ryan, to continue to serve you from the Advance Auto Parts location in Saranac Lake!

Thank you for your continued patronage,

The staff from BOPAT INC

Advance Auto Parts

622 Lake Flower Ave---Saranac Lake

Commercial Phone: (518) 359-3375

Store hours: Monday-Saturday 7:30am-8:00pm and Sunday 9:00am-6:00pm.

LEGISLATIVE UPDATE

June 19, 2017

As we begin what is scheduled to be the final week of the 2017 Legislative session, this NYCOM Legislative Update is intended to highlight those bills of greatest importance to cities and villages. As you may know, when a bill passes both houses, there is the opportunity to weigh in with the Governor's office prior to his approval or veto of a bill. NYCOM will keep you informed on those bills that do, in fact, pass both houses so that you can take advantage of such opportunity. If you have any questions, please contact NYCOM Deputy Director Barbara Van Epps at Barbara@nycom.org or 518-463-1185.

DELIVERED TO THE GOVERNOR

Pension Amortization Changes – A. 2384 (Abbate) / S. 4759 (Golden) – *NYCOM Supports*
Would provide employers with a tailored graded contribution rate when amortizing a portion of their pension contributions. This is meant to account for the larger spread in average contribution rates as a result of Tiers 5 and 6.
STATUS: Delivered to the Governor, June 15, 2017

AWAITING DELIVERY TO THE GOVERNOR

Payment of Attorneys Fees in FOIL Court Cases – A. 2750-A (Paulin) / S. 2392-A (Gallivan) – *NYCOM Opposes*
Would require (rather than authorize) the court to award reasonable attorney's fees when a local government denies access to freedom of information requests and the petitioner has substantially prevailed and the court finds that the agency involved had no reasonable basis for denying access to the records sought.
STATUS: Awaiting Delivery to the Governor

Health Insurance Contract Change Notice – A. 5210 (Abinanti) / S. 4324 (Tedisco) – *NYCOM Opposes*
Would mandate the time and manner in which a municipality must notify their retired officers, employees and their families of health benefit contract changes. Specifically, this legislation would require municipalities to give retirees, employees and their families a minimum of 45 days notice of any proposed health insurance plan changes prior to the governing board authorizing or approving a health insurance contract or contract change. In the case of an officer or employee that is part of a collective bargaining unit, the municipality would have to provide such notice at the time such health insurance contract is binding.
STATUS: Awaiting Delivery to the Governor

Fire Protection Contract Transparency – A. 7089 (Magnarelli) / S. 5785 (Marchione) – *No Objection*
Introduced at the request of the State Comptroller, this bill would require incorporated fire companies to disclose a statement itemizing the estimated costs of the incorporated fire company for the provision of services under a prospective fire protection contract. In addition, the company would be required to disclose annual reports and the company's most recent IRS 990 form. This information would need to be disclosed before negotiations related to the fire protection contract begin. A village board, with good cause, would have the authority to waive the disclosure of documents required.
STATUS: **Awaiting Delivery to the Governor**

OTHER BILLS OF INTEREST

Finance

Unfunded Mandate Prohibition – A. 2922 (Brindisi) / S. 2323 (Griffo) – *NYCOM Supports*
Would prohibit the enactment of any new unfunded mandates that would impose a net additional cost on local governments, unless the State agreed to be responsible for the full amount of the resulting net additional cost.
STATUS: Assembly: Local Governments **Senate: Passed**

Arterial Maintenance Rate Increase – A. 5741 (Rozic) / S. 4175 (Golden) – *NYCOM Supports*
Would increase the reimbursement rate, from .85 to $1.77 per square yard, paid by the State to 38 cities that maintain State arterials passing through such cities.
STATUS: Assembly: Transportation **Senate: Passed**

Local Gross Receipts Tax (GRT) Applicability – A. 8295 (McDonald) – *NYCOM Supports*
Would clarify that if a gas or electric transaction is requested or received by a customer located within the boundaries of a municipality that imposes a local GRT, such transaction would be subject to such local GRT.
STATUS: Assembly: Cities

Government Operations

Lien for Unpaid Property Taxes Against Fire Insurance Proceeds – A. 2784-B (McDonald) / S. 3691-B (Marchione) – *NYCOM Supports*
Would expand the definition of real property under General Municipal Law § 22 to include one- and two-family residential structures that are not owner-occupied so that municipalities may impose a tax lien upon an owner's fire insurance policy in the event that the owner does not remedy the fire-damaged property. Current law allows a municipality to impose a lien against the fire insurance policy of a real property owner, but not for one- or two-family residences, in the event that the owner does not remedy damage to their property caused by a fire.
STATUS: Assembly: Ways & Means **Senate: Floor**

Shortened *In Rem* Tax Foreclosure Redemption Period for Abandoned Property – A. 2490 (McDonald) / S. 175 (Marchione) – *NYCOM Supports*
Would shorten the *in rem* tax foreclosure redemption period, from two years to one year, for property that has been declared abandoned pursuant to Real Property Actions and Proceedings Law Article 19-A.
STATUS: Assembly: Real Property Taxation **Senate: Passed**

Redevelopment-Inhibited Property Tax Exemption – A. 4450 (Schimminger) / S. 3878 (Ranzenhoffer) – *NYCOM Supports*
Would authorize local governments to implement a real property tax exemption to close gaps in financing that are preventing the redevelopment of residential property.
STATUS: Assembly: Real Property Taxation **Senate: Passed**

Expansion of Public Works Definition for Prevailing Wage – A. 5498-A (Bronson) / S. 2975-A (Murphy) – *NYCOM Opposes* – Unfunded Mandate
Would subject all projects financed, in whole or in part, through local governments to prevailing wage requirements.
STATUS: Assembly: Codes **Senate: Finance**

Allow Schools to Contribute to Crossing Guards Compensation – A. 2954-A (McDonald) / S. 367-A (Little) – *NYCOM Supports*
Would amend the General Municipal Law to allow educational institutions to agree to pay for all or a portion of the salaries and compensation payable to municipal school crossing guards.
STATUS: Assembly: Ways and Means **Senate: Passed**

Absentee Ballots in Braille or Large Print – A. 4961-B (Weprin) – *NYCOM Opposes* – Unfunded Mandate
Would impose an unfunded mandate upon villages by requiring them to provide absentee ballots printed in Braille or large-print for every election upon the request of any registered voter who is blind or visually impaired. There is a similar bill in the Senate (S.4786, by Sen. Griffo) that would require the State to reimburse each county board of elections for the costs associated with such ballots.
STATUS: Assembly: Elections

Expansion of Town and Village Justice Jurisdiction for Off-Hours Arraignments – A. 8177 (Skartados) / S. 6538 (Bonacic) – *No Objection*
Would amend the Uniform Justice Court Act to correct an oversight in Chapter 492 of the Laws of 2016, which authorized the establishment of off-hours arraignment parts. Specifically, this measure would permit town and village justices to hold their courts outside their respective towns and villages for the limited purpose of presiding over an off-hours arraignment part established in another municipality located in the same county.
STATUS: Assembly: Passed **Senate: Rules**

Allows Municipalities to Lease Naming Rights of Government-Owned Property – A. 7832 (Magnarelli) / S. 3865 (Marchione) – *NYCOM Supports*
Would amend the General Municipal Law to allow counties, cities, towns and villages to lease naming rights for governmentally owned properties and facilities.
STATUS: Assembly: Local Governments **Senate: Passed**

Land Bank Exemption from Certain State and Local User Charges – A. 6474-A (Magnarelli) / S. 4346-A (Valesky) – *No Objection*
Would exempt land bank property from certain State and local sewer rent and user charges.
STATUS: Assembly: Floor **Senate: Floor**

Employee Relations and Public Safety

Volunteer Firefighter Cancer Disability Benefit – A. 711-B (Gunther) / S. 1411-B (Griffo) – *NYCOM Opposes* – Unfunded Mandate
Would amend the General Municipal Law (GML) to provide enhanced disability benefits to volunteer firefighters who develop any one of a variety of different types of cancers such as lymphatic, hematological, digestive, urinary, prostate, neurological, breast, reproductive and melanoma. Earlier versions of this bill provided local governments with the ability to decide locally whether to offer this benefit. The current bill eliminates the option and imposes a potentially significant unfunded mandate on municipalities with volunteer fire departments.
STATUS: Assembly: Ways & Means **Senate: Passed**

Paid Leave for Union Meetings – A. 7601 (Abbate) / S. 5778 (Alcantara) – *NYCOM Opposes* – Unfunded Mandate
Would mandate municipal employers to allow certain employees the opportunity to meet with a union representative for up to one hour during work-time to discuss union matters.
STATUS: Assembly: Passed **Senate: Floor**

Paid Leave for Cancer Screening – A. 2830-B (Dinowitz) / S. 5925 (Hannon) – *NYCOM Opposes* – Unfunded Mandate
Would amend §159-b of the Civil Service Law to grant any municipal employee up to four hours of paid leave annually for cancer screening.
STATUS: Assembly: Ways and Means **Senate: Passed**

Environment and Energy

Limits Petroleum-Bearing Vessels Operating on the Hudson River – A. 6825-A (Barrett) / S. 5197-B (Serino) – *NYCOM Supports*
Would amend the Navigation Law to require the Department of Environmental Conservation to establish minimum conditions for petroleum-bearing vessels operating on the Hudson River and establish tanker-avoidance zones on the Hudson River.
STATUS: Assembly: Floor **Senate: Rules**

New York State Procurement Integrity Act – A. 6355-A (Peoples-Stokes) / S. 3984-A (DeFrancisco) – *NYCOM Supports*
Would amend the State Finance Law, the Education Law, the Public Authorities Law, and the Economic Development Law to authorize of the Office of the State Comptroller to oversee certain State contracts and procurement transactions and to implement the "State Procurement Integrity Act." The Act's purpose is to in increase transparency in State agency procurement and ensure the highest levels of accountability and integrity are maintained in the State's procurement process.
STATUS: Assembly: Governmental Operations **Senate: Floor**

Village of Tupper Lake
Board of Trustees
Minutes

Date:	Wednesday, May 17, 2017	
Location:	Board Room	
Meeting:	Executive Session & Regular	5:00-6:45 PM

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

Also present were Fire Chief Royce Cole and Volunteer Fire Department Member Kenneth Gravlin.

Call Regular Meeting To Order

Mayor Maroun called the Regular Meeting to order at 5:00 pm.

Enter Executive Session at 5:00 pm

Motion by Trustee LeBlanc, seconded by Trustee Hollingsworth to enter Executive Session at 5:06 pm to discuss the medical, financial, credit or employment history of a particular person or corporation, or matters leading to dismissal, or removal of a particular person or corporation and to discuss possible litigation. (Carried 5-0)

Letter of Retirement for John McDougall

Motion by Trustee LeBlanc, seconded by Trustee LaScala to formally accept a letter of retirement for Mr. John McDougall effective May 27, 2017 from the position of seasonal laborer for the Municipal Park. (Carried 5-0)

Re-hire John McDougall Seasonal Laborer

Motion by Trustee LaScala, seconded by Trustee Maroun to formally re-hire Mr. John McDougall effective May 30, 2017 to the position of seasonal laborer for the Municipal Park at an hourly rate of $12.00. (Carried 5-0)

5:45 pm Electric Superintendent Marc Staves Entered

Electric Superintendent Marc Staves entered Executive Session at 5:45 pm to discuss the retirement of Mr. James Moody from the position of account clerk. Superintendent Staves explained that Mr. Matthew Harris is being cross trained for the duties and once that is completed Mr. Moody will come back as needed for seasonal cross training at which time he will resign.

Exit Executive Session 5:46 pm

Motion by Trustee LaScala, seconded by Trustee Maroun to exit Executive Session at 5:46 pm. (Carried 5-0)

Also present were Code Enforcement Officer Peter Edwards, Police Chief Eric Proulx, Department of Public Works Superintendent Robert Degrace, Water/Wastewater Superintendent Mark Robillard, Electric Superintendent Marc Staves, Fire Chief Royce Cole, Volunteer Fire Department Members Kenneth Gravlin, Resident Jan Yaworski and News Reporter Dan McClelland.

Call Regular Meeting To Order

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

Pledge

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

Big Tupper Brewing Corvette Show

Motion by Trustee LeBlanc, seconded by Trustee LaScala to authorize the lifting of the alcohol ban to allow open container for Big Tupper Brewing's Corvette show on Saturday, June 17, 2017 from Noon to 4:00 pm on Cliff Avenue which would entail closing the street from Park Street to Lake Street for the event as well as authorizing a band on July 28, 2017 for Little Wolf Stock from 5:30 pm to 9:30 pm. (Carried 5-0)

Open Comment Period:

Charlie Frenette's Letter to Board

Mayor Maroun addressed Mr. Charlie Frenette's letter to the board concerning the future use of the NYS DOT corridor in the junction. Mayor Maroun explained that he has drafted a letter to the NYS DOT Commissioner about several concerns including, the storage of the creosote ties, storage of the rails to be removed so that they are not in the view shed of the corridor and recommended they store them at the Town of Tupper Lake garage, the number of access points along the Washington Street trail for pedestrians and snowmobiles and that it tie into our creation trail just to mention a few. He stated he has spoken to Director Driscoll and will finalize his comments in writing later this week.

Eagle Scout Approval Received

Mayor Maroun announced that we received formal approval that Mr. Christopher Gilman's project has been formally accepted and set to commence once school is out this summer.

Approve Minutes

Motion by Trustee LaScala, seconded by Trustee Maroun to approve the Board Minutes from April 26 and May 3, 2017 respectively. (Carried 5-0)

Code:

Accept April Report

Motion by Trustee LaScala, seconded by Trustee Maroun to approve the April 2017 Monthly Code Report. (Carried 5-0)

10 Front Street

Unsafe & Dangerous Code Enforcement Officer Peter Edwards explained that he would like the Village Board to proceed with the Unsafe & Dangerous proceedings with the 10 Front Street property. It was so moved by Trustee LaScala, seconded by Trustee LeBlanc to work with C2AE to prepare a quote for services to complete the project. (Carried 5-0)

Police:

Accept March Report

Motion by Trustee Maroun, seconded by Trustee LaScala to approve the April 2017 Monthly Police Report for the Village and Town of Tupper Lake. (Carried 5-0)

Bike Rodeo - Shut Down Santa Clara Avenue

Motion by Trustee Hollingsworth, seconded by Trustee LaScala to shut down Santa Clara Avenue during the Bike Rodeo event scheduled for Saturday, June 10, 2017. (Carried 5-0)

Touch a Truck Event 9/2/17

Motion by Trustee LaScala, seconded by Trustee Hollingsworth to formally authorize the Municipal Departments to host and participate in the Annual Touch a Truck event Saturday September 2, 2017 in the Municipal Park. (Carried 5-0)

Lake Pleasant K-9 Vehicle

Mayor Maroun advised the board that he recently spoke with the Supervisor of Lake Pleasant Mr. Bill Farber and asked the Village to consider entering into an Inter-Municipal Agreement with them for the use of our K-9 Unit for Indian Lake, Blue Mountain Lake and Long Lake. In addition they have a K-9 Vehicle they want to sell to a neighboring community and they would sell it to us at a reduced cost.

Purchase K-9 Vehicle	Motion by Trustee Maroun, seconded by Trustee LeBlanc to authorize the purchase of the K-9 Vehicle if our Village Mechanic signs off on its condition for $6,500.00. (Carried 5-0)
Assemblyman Billy Jones Grant Funds $5,000 for Speed Units	Motion by Trustee Maroun, seconded by Trustee LeBlanc to formally accept a grant from Assemblyman Billy Jones in the amount of $5,000 for the first speed unit to be placed at the Holy Name Cemetery entrance to the community. (Carried 5-0)
Fire: Accept April Monthly Report	Motion by Trustee LeBlanc, seconded by Trustee LaScala to approve the April 2017 Monthly Fire Report. (Carried 5-0)
Fire Department Bids	Fire Chief Royce Cole explained to the board that after the truck committee's lengthy review it was their recommendation that the board award the bid to the lowest qualified bidder of Vander Molen Fire Apparatus Sales & Service in the amount after discounts of $385,989.00. Fire Chief Royce Cole explained that the company has been in business for 127 years in Dewitt, they are a family owned business and have a satellite office in Ballston Lake. It was so moved by Trustee Maroun, seconded by Trusted LaScala to award the new fire vehicle bid from April 12, 2017 to Vander Molen Fire Apparatus Sales & Service for a Suften Truck in the amount of $385,989 as recommended by the Volunteer Fire Department Truck Committee. In addition it was motioned that we finance the vehicle for a 7-year term with a $100,000 down payment from the equipment fund for a new fire truck. (Carried 5-0)
Paul Smith's College Disaster Drill	Motion by Trustee LaScala, seconded by Trustee LeBlanc to authorize the Volunteer Fire Department to bring a vehicle to Paul Smith's College for a disaster drill scheduled for June 3, 2017. (Carried 5-0)
DPW: Vachereau Street Progress	Department of Public Works Superintendent Robert Degrace advised the board that the Vachereau Street reconstruction is coming along and has been delayed due to rain.
Appoint Mr. Glenn Bencze as Working Foreman	Motion by Trustee Maroun, seconded by Trustee LaScala to formally appoint Mr. Glenn Bencze to the position of Department of Public Works Working Foreman effective June 1, 2017. (Carried 5-0)
Unscreened Top Soil Sale/Disposal	Department of Public Works Superintendent Robert Degrace advised the board that they will start selling the surplus unscreened top soil beginning June 1, 2017 by appointment only. It will be sold by the loader bucket full (2.5 cubic yard) for $12.00 a bucket. Reminder to the public that it can be loaded onto a trailer or one-ton dump truck or larger only, no pick-up trucks.

Water/Wastewater:

Bid Opening Date Moved To 5/23/17

Water/Wastewater Superintendent Mark Robillard advised the board that our engineering firm C2AE have moved our bid opening date ahead to May 23, 2017 at 2:00 pm for our Ground Water Supply Project. In addition water tests are flowing at 400-500 GPM through our 8" pipe.

Advertise Seasonal Laborer for W/WW

Motion by Trustee LaScala, seconded by Trustee Hollingsworth to advertise for a seasonal laborer for the Water/Wastewater Department at $10.00 an hour until the second week of June, 2017. (Carried 5-0)

WWTP/Collection System Project Agreement W/C2AE for Professional Services

Motion by Trustee LaScala, seconded by Trustee Hollingsworth to authorize Mayor Maroun to execute the WWTP/Collection System Project Agreement with C2AE for professional services as submitted. (Carried 5-0)

Vachereau Street Progress

Water/Wastewater Superintendent Mark Robillard advised the board that the water and wastewater reconstruction along Vachereau Street is moving along and most of the piping will be replaced where possible even though there is a lot of rock ledge.

Electric:

Northern Regional MEUA Attendance

Motion by Trustee Hollingsworth, seconded by Trustee LaScala to authorize the attendance of Superintendent Marc Staves, Trustee Clint Hollingsworth, Deputy Village Treasurer Jacqueline St. Louis and Lineman Michael Dominie to attend the Northern Regional MEUA Conference in Alexandria Bay June 1, 2017 to include lodging, meals and conference fees for two nights. (Carried 5-0)

Clean Energy Standard Surcharge

Electric Superintendent Marc Staves took a minute to remind our electric customers that their June 1st bills will have the new Clean Energy Standard Surcharge included in the bill. It was reminded that this is a direct pass through from New York State for CES and ZEC initiatives throughout all of New York State. The first CES Surcharge will cost electric customers $3.71 per 1,000 kilowatt hour.

NYPA Financial Review

Electric Superintendent Marc Staves advised the board that we recently had representatives from the New York Power Authority here to discuss our recent financial review of our annual NYPA report which was very positive.

Verizon Webinar Update

Electric Superintendent Marc Staves advised the board that he and Trustee Hollingsworth recently sat through a webinar with Verizon for a grid wide metering system of which we will put a dozen test units into production several remote customers to test their effectiveness. This will be a good starting point to be able to test the units before investing significant amounts of money purchasing a SCADA system for our customer base down the road.

Motion by Trustee Hollingsworth, seconded by Trustee LeBlanc for Electric Superintendent Marc Staves to test the remote reading units with our electric system on a trial basis as proposed. (Carried 5-0)

Treasurer:	
Approve Warrant	Motion by Trustee Maroun, seconded by Trustee Hollingsworth to approve the May 17, 2017 warrant in the amount of $183,974.44 for payment of the bills and abstracts for the month of April 2017. (Carried 5-0)
Review Cash Position	Review the monthly cash position for April 30, 2017.
Adjournment	Motion by Trustee Maroun, seconded by Trustee LaScala to adjourn at 6:45 PM. (Carried 5-0)

_____

Mary A. Casagrain, Village Clerk/Treasurer

Village of Tupper Lake
Board of Trustees
Minutes

Date:	Monday, June 12, 2017	
Start:	6:00 PM	
Location:	Board Room	
Meeting:	Special Meeting	6:00 – 6:10 PM

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

Absent from the Special Meeting were Trustee David Maroun and Trustee Clint Hollingsworth.

Call to Order and Agenda Established

Mayor Maroun called the Special Meeting to order and established the agenda.

Approve Warrant

Motion by Trustee LaScala, seconded by Trustee LeBlanc to approve the May 31, 2017 warrant in the amount of $82,474.20 for payment of the bills. (Carried 3-0)

Small Cities HUD Mortgage Discharge Eric & Kristy Denis

Motion by Trustee LaScala, seconded by Trustee LeBlanc to authorize Mayor Maroun to execute a mortgage discharge for a Small Cities HUD Block Grant Loan through our Affordable Home Ownership Program for Mr. Eric & Mrs. Kristy Denis now that their deferred payment loan is satisfactory paid in full. (Carried 3-0)

Resolution Support of NYS Water Grant Assistance

Motion by Trustee LaScala, seconded by Trustee LeBlanc to formally authorize the following Resolution in Support of New York State Water Grant Assistance for the Village of Tupper Lake Wastewater Treatment & Collection System Improvement Project as follows:

RESOLUTION IN SUPPORT OF
NEW YORK STATE WATER GRANT ASSISTANCE
FOR THE VILLAGE OF TUPPER LAKE WASTEWATER TREATMENT &
COLLECTION SYSTEM IMPROVEMENT PROJECT

WHEREAS, a notice of funding availability from the 2017 Round 3 of the NYS Water Infrastructure Improvement Act Water Grant Assistance Program was announced for the current round of funding which will provide a maximum grant award of $5,000,0000 or 25% of net eligible project costs; and

WHEREAS, the Village of Tupper Lake seeks to construct wastewater treatment and collection system infrastructure improvements essential to addressing critical wastewater capacity and quality issues; and

WHEREAS, the Village of Tupper Lake has received a hardship determination to provide a 0% 30 year loan from the NYS Environmental Facilities Corporation Clean Water State Revolving Loan Fund (Project No. C5-5534-03-00) for a total project cost of $6,421,578; and

WHEREAS, the Village has completed all necessary steps to advance this project to construction in 2018 including completion of an Engineering Report, Bond Resolution, Environmental Review including SEQR and SHPO, and Smart Growth Assessment; and

WHEREAS, additional grant funding from the NYS Water Grant Assistance program would greatly assist the Village in providing a critical municipal service to customers at an affordable rate; and

WHEREAS, the Village of Tupper Lake fully supports the proposed funding application.

NOW, THEREFORE, BE IT:
RESOLVED that the Mayor is hereby authorized and directed to file an application for funds to the NYS Water Grant Assistance program; and
BE IT FURTHER RESOLVED, that the Mayor is authorized and directed to execute of the attached certification contained in the application packet.

CERTIFICATE OF RECORDING OFFICER

I, Mary Casagrain, the duly qualified and acting Clerk of the Village of Tupper Lake, New York, do hereby certify that the attached resolution was adopted at a regular meeting of the Village of Tupper Lake on June 12, 2017 and is incorporated in the original minutes of said meeting, and that said resolution has not been altered, amended or revoked and is in full force and effect.

Seal of the Municipality:

_____
Mary A. Casagrain
Village Clerk/Treasurer

(Carried 3-0)

Resolution Support of NYS Inter-municipal Grant

Motion by Trustee LaScala, seconded by Trustee LeBlanc to formally authorize the following Resolution in Support of New York State Inter-municipal Grant for the Village of Tupper Lake Wastewater Treatment Plant & collection System Improvement Project as follows:

RESOLUTION IN SUPPORT OF
NEW YORK STATE INTERMUNICIPAL GRANT
FOR THE VILLAGE OF TUPPER LAKE WASTEWATER TREATMENT
PLANT & COLLECTION SYSTEM IMPROVEMENT PROJECT

WHEREAS, The Clean Water Infrastructure Act of 2017 provides at least $150 million to fund the new Inter-municipal Grant (IMG), with $30 million available in 2017. Under this program, EFC will provide grants for water quality infrastructure projects to be undertaken by two or more cooperating municipalities; and

WHEREAS, the Village of Tupper Lake seeks to construct wastewater system infrastructure improvements essential to addressing critical wastewater capacity and quality issues; and

WHEREAS, the Village of Tupper Lake has received a hardship determination to provide a 0% 30 year loan from the NYS Environmental Facilities Corporation Clean Water State Revolving Loan Fund (Project No. C5-5534-03-00) for a total project cost of $6,421,578; and

WHEREAS, the Village has completed all necessary steps to advance this project to construction in 2018 including completion of an Engineering Report, Bond Resolution, Environmental Review including SEQR and SHPO, and Smart Growth Assessment; and

WHEREAS, additional grant funding from the NYS IMG Grant Assistance program would greatly assist the Village in providing a critical municipal service to customers at an affordable rate; and

WHEREAS, the Village of Tupper Lake fully supports the proposed funding application.

NOW, THEREFORE, BE IT:

RESOLVED that the Mayor is hereby authorized and directed to file an application for funds to the NYS IMG program; and
BE IT FURTHER RESOLVED, that the Mayor is authorized and directed to execute of the attached certification contained in the application packet.
CERTIFICATE OF RECORDING OFFICER

I, Mary Casagrain, the duly qualified and acting Clerk of the Village of Tupper Lake, New York, do hereby certify that the attached resolution was adopted at a regular meeting of the Village of Tupper Lake on June 12, 2017 and is incorporated in the original minutes of said meeting, and that said resolution has not been altered, amended or revoked and is in full force and effect.

Seal of the Municipality:

_____
Mary A. Casagrain
Village Clerk/Treasurer

(Carried 3-0)

Resolution Support of
NYS Clean Water
State Revolving Fund

Motion by Trustee LaScala, seconded by Trustee LeBlanc to formally authorize the following Resolution in Support of New York State Water Water State Revolving Fund Application for the Village of Tupper Lake Wastewater Treatment & Collection System Improvement Project as follows:

RESOLUTION IN SUPPORT OF
NEW YORK STATE CLEAN WATER STATE REVOLVING FUND APPLICATION
FOR THE VILLAGE OF TUPPER LAKE WASTEWATER TREATMENT & COLLECTION SYSTEM IMPROVEMENT PROJECT

WHEREAS, the Village of Tupper Lake seeks to construct wastewater treatment and collection system infrastructure improvements essential to addressing critical wastewater capacity and quality issues; and

WHEREAS, the Village of Tupper Lake has received a hardship determination to provide a 0% 30 year loan from the NYS Environmental Facilities Corporation Clean Water State Revolving Loan Fund (Project No. C5-5534-03-00) for a total project cost of $6,421,578; and

WHEREAS, the Village has completed all necessary steps to advance this project to construction in 2018 including completion of an Engineering Report, Bond Resolution, Environmental Review including SEQR and SHPO, and Smart Growth Assessment; and

WHEREAS, funding from the Clean Water State Revolving Fund would greatly assist the Village in providing a critical municipal service to customers at an affordable rate; and

WHEREAS, the Village of Tupper Lake fully supports the proposed funding application and is required by New York State Environmental Facilities Corporation to submit a complete application in order to secure funding.

NOW, THEREFORE, BE IT:
RESOLVED that the Mayor is hereby authorized and directed to file an application for funds to the Clean Water State Revolving Fund program; and
BE IT FURTHER RESOLVED, that the Mayor is authorized and directed to execute of the attached certification contained in the application packet.
CERTIFICATE OF RECORDING OFFICER

I, Mary Casagrain, the duly qualified and acting Clerk of the Village of Tupper Lake, New York, do hereby certify that the attached resolution was adopted at a regular meeting of the Village of Tupper Lake on June 12, 2017 and is incorporated in the original minutes of said meeting, and that said resolution has not been altered, amended or revoked and is in full force and effect.

Seal of the Municipality:

_____
Mary A. Casagrain
Village Clerk/Treasurer

(Carried 3-0)

Benjamin Casagrain
Hired as Seasonal Labor
Water/Wastewater

Motion by Trustee LaScala, seconded by Trustee LeBlanc to hire Mr. Benjamin Casagrain as a seasonal laborer for the Water/Wastewater Department at $10.00 per hour. (Carried 3-0)

Adjournment

Motion by Trustee LaScala, seconded by Trustee LeBlanc to adjourn the Special Meeting at 6:10 pm. (Carried 3-0)

_____
Mary A. Casagrain, Village Clerk/Treasurer

VILLAGE OF TUPPER LAKE

53 PARK STREET
PO BOX 1290
TUPPER LAKE, NY 12986

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

June 20, 2017

CODE ENFORCEMENT MONTHLY REPORT

Building Permits Issued: 18

Site Inspections: 61

Phone Complaints: 16

Fire Calls: 00

Certificates Issued: 02

Building Code: 86

Zoning: 31

Dig Requests: 02

Office: 61

Other:

Comments: 10 Front St update ! The two owners came an agreement to give the property to an adjoining landowner ! So I am waiting for the contract that is being drawn up by a loca Attorney. Code Violations issued - 13 Court Cases - 4.

Sincerely,

Peter P. Edwards

Paul O'Leary
Planner

Samantha Davies
Clerk

TOWN OF TUPPER LAKE

JOINT PLANNING BOARD MEMBERS
Shawn Stuart – Chairman
Bill Breton
Doug Bencze
Bob Collier
James Merrihew
Scott Snyder
Jan Yaworski

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

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

At 7:00 PM Stand for Pledge of Allegiance

ROLL CALL

Doug Bencze	Bill Breton	Bob Collier	James Merrihew
Scott Snyder	Shawn Stuart	Jan Yaworski	

1. **Open Public Hearing**

2. **Open the Public Hearing for Application:** Community Garden proposed composting project

3. **Open the Public Hearing for Application:** Jayda Strader requesting a special review use for the care and keeping of animals on her property located at 65 Pitchfork Pond Rd. She is proposing to operate a dog boarding kennel in a Residential (R1) zone.

4. **Open Regular Meeting**

5. **Discussion/Action:** Community Garden proposed composting project.

6. **Discussion/Action:** Jayda Strader requesting a special review use for the care and keeping of animals on her property located at 65 Pitchfork Pond Rd. She is proposing to operate a dog boarding kennel in a Residential (R1) zone.

7. **Preliminary Review:** For Applicant Prays Family Farm, Darcy Pray, requesting special review use for retail vending from the back of a delivery truck, one day a week at property location 86 Demars Boulevard.

8. Approve Minutes: 4-5-2017 Special Meeting Minutes
   4-26-2017 Meeting Minutes
   5-24-2017 Meeting Minutes

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

10. Public Comment:
    a. James Ellis – Rail Trail

11. Meeting Reminder: July 26, 2017

12. Motion to Adjourn.

TUPPER LAKE FIRE DEPARTMENT
MONTHLEY REPORT
MAY 2017

CALLS

VILLAGE	5
TOWN	6
SANTA CLARA	0
MUTUAL AID	1
TOTAL	12

TYPES

FIRE ALARM	6
MUTUAL AID (STRUCTURE FIRE)	1
POWER LINES	3
UNATTENDED FIRE	1
MVA(UNFOUNDED)	1

MEMBERS AND HOURS

AVERAGE NUMBER OF MEMBERS AT CALLS	18
AVERAGE HOURS SPENT AT INCIDENTS	7.5

SUBMITTED BY: JOE CORMIER, SECRETARY, TLFD

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

May, 2017.

Patrol Vehicle Mileage:

5010: 1712 5011: 0 5012: 2097 **Total Mileage: 3809**

Total Reported Incidents: 257

Total Open Doors: 5

Total Rescue Calls dispatched/assisted: 16

Total calls for Utility Companies: 4

Total assists to NYSP and other Agencies: 7

Total Motor Vehicle Accidents logged / investigated: 10

Total of Alarms reported / investigated: 10

Value of Property reported stolen: $1222.17 Value of Property recovered: $1112.17

Orders of Protection / Subpoenas served: 3
V&T Complaints investigated: 11

Missing persons reports: 1
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

TUPPER LAKE POLICE DEPARTMENT SJS Incident Type Report

SJS INCIDENT TYPES BETWEEN 05/01/2017 AND 05/31/2017

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

Print Date/Time: 06/21/2017 7:47:34

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
39012	911 HANG UP	05/03/2017 03:54		05/03/2017	CLOSED BY INVESTIGATION	05/03/2017
120 DEMARS BLVD TUPPER LAKE, NEW YORK 12986					GOVERNMENT OFFICE	
39074	911 HANG UP	05/10/2017 14:04	05/09/2017 14:40	05/10/2017	CLOSED BY INVESTIGATION	05/10/2017
47 WASHINGTON STREET TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
39087	911 HANG UP	05/13/2017 07:10	05/13/2017 07:26	05/13/2017	CLOSED BY INVESTIGATION	05/13/2017
114 WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986		TUPPER LAKE HEALTH CENTER			HOSPITAL	
39033	AGGRAVATED HARASSMENT	05/05/2017 21:39	05/04/2017 21:25	05/05/2017	CLOSED BY INVESTIGATION	05/05/2017
20 LINDSAY AVENUE TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
39200	ANIMAL BITE	05/27/2017 11:23	05/26/2017 19:00	05/27/2017	CLOSED BY INVESTIGATION	05/27/2017
48 LAKEVIEW AVENUE TUPPER LAKE, NEW YORK 12986					YARD	
39066	ANIMAL NOISE	05/10/2017 00:45	05/09/2017 14:40	05/10/2017	PENDING INVESTIGATION	05/10/2017
14 PLEASANT AVE TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
39078	ASSIST CITIZEN	05/10/2017 23:00	05/09/2017 14:40	05/10/2017	CLOSED BY INVESTIGATION	05/10/2017
89 IVY TERR TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
39117	ASSIST CITIZEN	05/17/2017 05:50	05/14/2017 23:00	05/17/2017	CLOSED BY INVESTIGATION	05/17/2017
26 ISABELLE AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
39190	ASSIST CITIZEN	05/26/2017 15:39	05/26/2017 10:56	05/26/2017	CLOSED BY INVESTIGATION	05/26/2017
10 NINTH STREET TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
39103	ASSIST FIRE DEPARTMENT	05/15/2017 22:46	05/13/2017 07:26	05/15/2017	CLOSED BY INVESTIGATION	05/15/2017
15 CHURCH STREET APT 5M TUPPER LAKE, NEW YORK 1298(					MULTIPLE DWELLING	
39072	ASSIST NEW YORK STATE POLICE	05/10/2017 07:46	05/09/2017 14:40	05/10/2017	CLOSED BY INVESTIGATION	05/10/2017
425 HOSLEY AVENUE TUPPER LAKE, NEW YORK 12986					YARD	
39009	ASSIST OTHER LAW ENFORCEMENT AGENC\	05/02/2017 11:30		05/02/2017	CLOSED BY INVESTIGATION	05/02/2017
104 IVY TERR TUPPER LAKE, NEW YORK 12986					MULTIPLE DWELLING	
39034	ASSIST OTHER LAW ENFORCEMENT AGENC\	05/06/2017 00:48	05/04/2017 21:25	05/06/2017	CLOSED BY INVESTIGATION	05/06/2017
21 SANTA CLARA AVE TUPPER LAKE, NEW YORK 12986					GOVERNMENT OFFICE	
39005	ASSIST RESCUE CALL	05/01/2017 11:54		05/01/2017	CLOSED BY INVESTIGATION	05/01/2017
164 IVY TERR TUPPER LAKE, NEW YORK 12986					MULTIPLE DWELLING	

SJS INCIDENT TYPES BETWEEN 05/01/2017 AND 05/31/2017

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

Print Date/Time: 06/21/2017 7:47:34

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
39008	ASSIST RESCUE CALL	05/02/2017 06:39		05/02/2017	CLOSED BY INVESTIGATION	05/02/2017
125 IVY TERR TUPPER LAKE, NEW YORK 12986					MULTIPLE DWELLING	
39023	ASSIST RESCUE CALL	05/04/2017 10:55	05/04/2017 08:27	05/04/2017	CLOSED BY INVESTIGATION	05/04/2017
111 WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
39038	ASSIST RESCUE CALL	05/06/2017 15:45	05/04/2017 21:25	05/06/2017	CLOSED BY INVESTIGATION	05/06/2017
15 WOODLAND DR APT 210 TUPPER LAKE, NEW YORK 12986					MULTIPLE DWELLING	
39048	ASSIST RESCUE CALL	05/08/2017 11:36	05/04/2017 21:25	05/08/2017	CLOSED BY INVESTIGATION	05/08/2017
151 IVY TERANCE TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
39071	ASSIST RESCUE CALL	05/10/2017 06:34	05/09/2017 14:40	05/10/2017	CLOSED BY INVESTIGATION	05/10/2017
75 WAWBEEK AVENUE APT UPSTAIRS TUPPER LAKE, NEW Y					SINGLE FAMILY HOME	
39075	ASSIST RESCUE CALL	05/10/2017 15:37	05/09/2017 14:40	05/10/2017	CLOSED BY INVESTIGATION	05/10/2017
107 MAIN ST TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
39115	ASSIST RESCUE CALL	05/17/2017 17:18	05/17/2017 17:24	05/17/2017	CLOSED BY INVESTIGATION	05/17/2017
55 BUSHEY AVENUE TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
39119	ASSIST RESCUE CALL	05/17/2017 19:55	05/17/2017 17:39	05/17/2017	CLOSED BY INVESTIGATION	05/17/2017
2492 STATE ROUTE 30 TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
39126	ASSIST RESCUE CALL	05/18/2017 11:26	05/18/2017 07:46	05/18/2017	CLOSED BY INVESTIGATION	05/18/2017
4 PLEASANT AVENUE TUPPER LAKE, NEW YORK 12986		RITE AID			SINGLE FAMILY HOME	
39129	ASSIST RESCUE CALL	05/18/2017 13:05	05/18/2017 12:05	05/18/2017	CLOSED BY INVESTIGATION	05/18/2017
78 LEBOEUF STREET TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
39143	ASSIST RESCUE CALL	05/21/2017 17:33	05/18/2017 23:55	05/21/2017	CLOSED BY INVESTIGATION	05/21/2017
26 WAWBEEK TUPPER LAKE, NEW YORK 12986					MULTIPLE DWELLING	
39164	ASSIST RESCUE CALL	05/22/2017 23:59	05/22/2017 11:10	05/22/2017	CLOSED BY INVESTIGATION	05/22/2017
110 IVY TERRACE TUPPER LAKE, NEW YORK 12986					MULTIPLE DWELLING	
39165	ASSIST RESCUE CALL	05/22/2017 23:59	05/22/2017 11:10	05/22/2017	CLOSED BY INVESTIGATION	05/22/2017
110 IVY TERRACE TUPPER LAKE, NEW YORK 12986					MULTIPLE DWELLING	
39201	ASSIST RESCUE CALL	05/27/2017 12:16	05/26/2017 19:00	05/27/2017	CLOSED BY INVESTIGATION	05/27/2017
10774 STATE ROUTE 3 PIERCEFIELD, NEW YORK 12986					STREET	

SJS INCIDENT TYPES BETWEEN 05/01/2017 AND 05/31/2017

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

Print Date/Time: 06/21/2017 7:47:34

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
39228	ASSIST RESCUE CALL	05/28/2017 15:36	05/28/2017 11:21	05/28/2017	CLOSED BY INVESTIGATION	05/28/2017
38 MCLAUGHLIN AVE TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
39181	ATTEMPT TO LOCATE PERSON	05/24/2017 00:01	05/23/2017 17:06	05/24/2017	CLOSED BY INVESTIGATION	05/24/2017
10 9TH STREET TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
39149	BACKGROUND CHECK HOUSING AUTHORIT'	05/22/2017 13:52	05/22/2017 07:50	05/22/2017	CLOSED BY INVESTIGATION	05/22/2017
21 SANTA CLARA AVE TUPPER LAKE, NEW YORK 12986					GOVERNMENT OFFICE	
39150	BACKGROUND CHECK HOUSING AUTHORIT'	05/22/2017 13:55	05/22/2017 07:50	05/22/2017	CLOSED BY INVESTIGATION	05/22/2017
21 SANTA CLARA AVE BLDG ` TUPPER LAKE, NEW YORK 12९					GOVERNMENT OFFICE	
39151	BACKGROUND CHECK HOUSING AUTHORIT'	05/22/2017 13:55	05/22/2017 07:50	05/22/2017	CLOSED BY INVESTIGATION	05/22/2017
21 SANTA CLARA AVE TUPPER LAKE, NEW YORK 12986					GOVERNMENT OFFICE	
39152	BACKGROUND CHECK HOUSING AUTHORIT'	05/22/2017 13:56	05/22/2017 07:50	05/22/2017	CLOSED BY INVESTIGATION	05/22/2017
21 SANTA CLARA AVE TUPPER LAKE, NEW YORK 12986					GOVERNMENT OFFICE	
39006	BURGLARY ALARM	05/01/2017 16:33		05/01/2017	CLOSED BY INVESTIGATION	05/01/2017
120 DEMARS BLVD TUPPER LAKE, NEW YORK 12986		T/O TUPPER LAKE			GOVERNMENT OFFICE	
39036	BURGLARY ALARM	05/06/2017 07:51	05/04/2017 21:25	05/06/2017	CLOSED BY INVESTIGATION	05/06/2017
94 DEMERS BLVD TUPPER LAKE, NEW YORK 12986		KINNEY DRUGS			DRUG STORE	
39037	BURGLARY ALARM	05/06/2017 13:13	05/04/2017 21:25	05/06/2017	CLOSED BY INVESTIGATION	05/06/2017
79 LAKE STREET TUPPER LAKE, NEW YORK 12986		OLYMPIC AUTO			OTHER RETAIL STORE	
39100	BURGLARY ALARM	05/15/2017 18:14	05/13/2017 07:26	05/15/2017	CLOSED BY INVESTIGATION	05/15/2017
25 CHANEY AVE TUPPER LAKE, NEW YORK 12986		TUPPER LAKE HIGH SCHOOL			SCHOOL	
39178	BURGLARY ALARM	05/24/2017 19:05	05/23/2017 17:06	05/24/2017	CLOSED BY INVESTIGATION	05/24/2017
169 MAIN STREET TUPPER LAKE, NEW YORK 12986		TUPPER LAKE RESCUE SQUARD			GOVERNMENT OFFICE	
39249	BURGLARY ALARM	05/30/2017 07:01	05/29/2017 19:16	05/30/2017	CLOSED BY INVESTIGATION	05/30/2017
15 DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986		DOLLAR GENERAL			DEPARTMENT/DISCOUNT STORE	
39041	COMMUNITY SERVICE	05/07/2017 09:12	05/04/2017 21:25	05/07/2017	CLOSED BY INVESTIGATION	05/07/2017
115 MAIN STREET TUPPER LAKE, NEW YORK 12986		HOLY NAME CHURCH			STREET	
39042	COMMUNITY SERVICE	05/07/2017 11:41	05/04/2017 21:25	05/07/2017	PENDING INVESTIGATION	05/07/2017
42 WAWBEEK AVE TUPPER LAKE, NEW YORK 12986		ST.ALPHONSUS CHURCH			CHURCH	

SJS INCIDENT TYPES BETWEEN 05/01/2017 AND 05/31/2017

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

Print Date/Time: 06/21/2017 7:47:34

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
39043	COMMUNITY SERVICE	05/08/2017 07:23	05/04/2017 21:25	05/08/2017	CLOSED BY INVESTIGATION	05/08/2017
25 CHANEY AVENUE TUPPER LAKE, NEW YORK 12986		TUPPER LAKE HIGH SCHOOL			SCHOOL	
39044	COMMUNITY SERVICE	05/08/2017 08:08	05/04/2017 21:25	05/08/2017	CLOSED BY INVESTIGATION	05/08/2017
294 HOSLEY AVE TUPPER LAKE, NEW YORK 12986					SCHOOL	
39058	COMMUNITY SERVICE	05/09/2017 07:32	05/08/2017 23:25	05/09/2017	CLOSED BY INVESTIGATION	05/09/2017
25 CHANEY AVENUE TUPPER LAKE, NEW YORK 12986					SCHOOL	
39059	COMMUNITY SERVICE	05/09/2017 08:03	05/08/2017 23:25	05/09/2017	CLOSED BY INVESTIGATION	05/09/2017
294 HOSLEY AVE TUPPER LAKE, NEW YORK 12986					SCHOOL	
39081	COMMUNITY SERVICE	05/12/2017 09:05	05/11/2017 02:57	05/12/2017	CLOSED BY INVESTIGATION	05/12/2017
25 CHANEY AVENUE TUPPER LAKE, NEW YORK 12986		TUPPER LAKE MIDDLE HIGH SCHOOL			SCHOOL	
39082	COMMUNITY SERVICE	05/12/2017 09:06	05/11/2017 02:57	05/12/2017	CLOSED BY INVESTIGATION	05/12/2017
294 HOSLEY AVENUE TUPPER LAKE, NEW YORK 12986		LP QUINN ELEMENTARY SCHOOL			SCHOOL	
39108	COMMUNITY SERVICE	05/17/2017 07:20	05/17/2017 07:54	05/17/2017	CLOSED BY INVESTIGATION	05/17/2017
25 CHANEY AVENUE TUPPER LAKE, NEW YORK 12986					SCHOOL	
39109	COMMUNITY SERVICE	05/17/2017 08:07	05/17/2017 07:54	05/17/2017	CLOSED BY INVESTIGATION	05/17/2017
294 HOSLEY AVENUE TUPPER LAKE, NEW YORK 12986		L. P. QUINN ELEMENTARY SCHOOL			SCHOOL	
39112	COMMUNITY SERVICE	05/17/2017 14:31	05/17/2017 07:54	05/17/2017	CLOSED BY INVESTIGATION	05/17/2017
WAWBEEK AVENUE HIGH STREET TUPPER LAKE, NEW YOR					STREET	
39124	COMMUNITY SERVICE	05/18/2017 07:24	05/18/2017 07:46	05/18/2017	CLOSED BY INVESTIGATION	05/18/2017
25 CHANEY AVENUE TUPPER LAKE, NEW YORK 12986		TUPPER LAKE MIDDLE / HIGH SCHOOL			SCHOOL	
39125	COMMUNITY SERVICE	05/18/2017 08:13	05/18/2017 07:46	05/18/2017	CLOSED BY INVESTIGATION	05/18/2017
294 HOSLEY AVENUE TUPPER LAKE, NEW YORK 12986		LP QUINN ELEMENTARY SCHOOL			SCHOOL	
39138	COMMUNITY SERVICE	05/20/2017 16:41	05/18/2017 23:55	05/20/2017	CLOSED BY INVESTIGATION	05/20/2017
42 WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986		ST ALPHONSUS CHURCH			STREET	
39140	COMMUNITY SERVICE	05/21/2017 09:10	05/18/2017 23:55	05/21/2017	CLOSED BY INVESTIGATION	05/21/2017
115 MAIN STREET TUPPER LAKE, NEW YORK 12986		HOLY NAME CHURCH			STREET	
39142	COMMUNITY SERVICE	05/21/2017 11:39	05/18/2017 23:55	05/21/2017	CLOSED BY INVESTIGATION	05/21/2017
42 WAWBEEK AVE TUPPER LAKE, NEW YORK 12986		ST ALPHONSUS CHURCH			STREET	

SJS INCIDENT TYPES BETWEEN 05/01/2017 AND 05/31/2017

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

Print Date/Time: 06/21/2017 7:47:34

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
39147	COMMUNITY SERVICE	05/22/2017 07:25	05/22/2017 07:50	05/22/2017	CLOSED BY INVESTIGATION	05/22/2017
25 CHANEY AVENUE TUPPER LAKE, NEW YORK 12986		TUPPER LAKE MIDDLE/HIGH SCHOOL			SCHOOL	
39148	COMMUNITY SERVICE	05/22/2017 08:10	05/22/2017 07:50	05/22/2017	CLOSED BY INVESTIGATION	05/22/2017
294 HOSLEY AVENUE TUPPER LAKE, NEW YORK 12986		LP QUINN ELEMENTARY			SCHOOL	
39167	COMMUNITY SERVICE	05/23/2017 07:26	05/23/2017 07:43	05/23/2017	CLOSED BY INVESTIGATION	05/23/2017
25 CHANEY AVENUE TUPPER LAKE, NEW YORK 12986		TUPPER LAKE MIDDLE / HIGH SCHOOL			SCHOOL	
39169	COMMUNITY SERVICE	05/23/2017 08:14	05/23/2017 08:33	05/23/2017	CLOSED BY INVESTIGATION	05/23/2017
294 HOSLEY AVENUE TUPPER LAKE, NEW YORK 12986		L P QUINN ELEMENTARY SCHOOL			SCHOOL	
39221	COMMUNITY SERVICE	05/28/2017 09:06	05/28/2017 00:38	05/28/2017	CLOSED BY INVESTIGATION	05/28/2017
MAIN STREET TUPPER LAKE, NEW YORK 12986					CHURCH	
39028	CONTROLLED SUBSTANCE-POSS	05/04/2017 20:54	05/04/2017 21:25	05/04/2017	ARREST - ADULT	05/09/2017
MAIN STREET TUPPER LAKE, NEW YORK 12986					STREET	
39102	CRIMINAL MISCHIEF	05/15/2017 20:40	05/13/2017 07:26	05/15/2017	CLOSED - VIC. REFUSED COC	05/15/2017
6 THIRD ST TUPPER LAKE, NEW YORK 12986					STREET	
39104	CRIMINAL MISCHIEF	05/14/2017 22:00	05/14/2017 23:00	05/16/2017	CLOSED BY INVESTIGATION	05/16/2017
45 LEBOEUF STREET TUPPER LAKE, NEW YORK 12986					YARD	
39016	DMV SUSPENSION OR REVOCATION	05/03/2017 19:33	05/03/2017 21:00	05/03/2017	ARREST - ADULT	05/03/2017
STATE ROUTE 3/30 294 HOSLEY AVENUE TUPPER LAKE, NEW					STREET	
39021	DMV SUSPENSION OR REVOCATION	05/04/2017 07:55	05/04/2017 08:27	05/04/2017	CLOSED BY INVESTIGATION	05/04/2017
LAKE STREET TUPPER LAKE, NEW YORK 12986					STREET	
39062	DMV SUSPENSION OR REVOCATION	05/09/2017 14:32	05/09/2017 14:40	05/09/2017	ARREST - ADULT	05/09/2017
DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986					STREET	
39127	DMV SUSPENSION OR REVOCATION	05/18/2017 12:04	05/18/2017 12:25	05/18/2017	ARREST - ADULT	05/18/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	
39207	DMV SUSPENSION OR REVOCATION	05/27/2017 19:57	05/27/2017 20:45	05/27/2017	ARREST - ADULT	06/05/2017
PARK STREET STATE ROUTE 3 / 30 CONCURRENT TUPPER LA					STREET	
39217	DMV SUSPENSION OR REVOCATION	05/28/2017 00:22	05/28/2017 00:38	05/28/2017	ARREST - ADULT	05/28/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	

SJS INCIDENT TYPES BETWEEN 05/01/2017 AND 05/31/2017

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

Print Date/Time: 06/21/2017 7:47:34

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
39223	DMV SUSPENSION OR REVOCATION	05/28/2017 10:27	05/28/2017 11:21	05/28/2017	ARREST - ADULT	05/28/2017
MUSEUM DRIVE TUPPER LAKE, NEW YORK 12986					STREET	
39168	DOG COMPLAINT- NON VILLAGE ORDINANC	05/23/2017 07:44	05/23/2017 07:43	05/23/2017	PENDING INVESTIGATION	05/23/2017
JOSEPH STREET TUPPER LAKE, NEW YORK 12986					STREET	
39053	DOMESTIC DISPUTE	05/08/2017 20:24	05/04/2017 21:25	05/08/2017	ARREST - ADULT	06/05/2017
31 CHURCH STREET TUPPER LAKE, NEW YORK 12986					STREET	
39079	DOMESTIC DISPUTE	05/11/2017 01:58	05/11/2017 02:57	05/11/2017	CLOSED - VIC. REFUSED COC	05/11/2017
92 MAIN STREET BLDG 9 TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
39135	DOMESTIC DISPUTE	05/18/2017 23:35	05/18/2017 23:55	05/18/2017	CLOSED BY INVESTIGATION	05/18/2017
9 MILL STREET TUPPER LAKE, NEW YORK 12986					PARKING LOT	
39144	DOMESTIC DISPUTE	05/22/2017 00:14	05/18/2017 23:55	05/22/2017	CLOSED BY INVESTIGATION	05/22/2017
6 THIRD ST TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
39166	DOMESTIC DISPUTE	05/23/2017 00:10	05/23/2017 00:35	05/23/2017	CLOSED BY INVESTIGATION	05/23/2017
12 HILL STREET TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
39177	DOMESTIC DISPUTE	05/24/2017 08:26	05/23/2017 17:06	05/24/2017	CLOSED BY INVESTIGATION	05/24/2017
IVY TERRACE BLDG B TUPPER LAKE, NEW YORK 12986					PARKING LOT	
39251	DOMESTIC DISPUTE	05/30/2017 19:15	05/29/2017 19:16	05/30/2017	CLOSED BY INVESTIGATION	05/30/2017
2 THIRD STEET APT 1 TUPPER LAKE, NEW YORK 12986					MULTIPLE DWELLING	
39255	DOMESTIC DISPUTE	05/31/2017 17:15	05/31/2017 17:30	05/31/2017	ARREST - ADULT	06/05/2017
45 UNDERWOOD ROAD TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
39061	DRUG COMPLAINT	05/09/2017 12:48	05/08/2017 23:25	05/09/2017	PENDING INVESTIGATION	06/16/2017
99 IVY TERRACE TUPPER LAKE, NEW YORK 12986					MULTIPLE DWELLING	
39105	ELECTRIC	05/16/2017 16:07	05/14/2017 23:00	05/16/2017	CLOSED BY INVESTIGATION	05/16/2017
STATE ROUTE 3 TUPPER LAKE, NEW YORK 12986					STREET	
39137	ELECTRIC	05/20/2017 09:29	05/18/2017 23:55	05/20/2017	CLOSED BY INVESTIGATION	05/20/2017
10 NINTH STREET TUPPER LAKE, NEW YORK 12986					YARD	
39242	EXPIRED INSPECTION : VTL306(B)	05/29/2017 03:50	05/28/2017 11:21	05/29/2017	CLOSED BY INVESTIGATION	05/29/2017
HIGH STREET TUPPER LAKE, NEW YORK 12986					STREET	

SJS INCIDENT TYPES BETWEEN 05/01/2017 AND 05/31/2017

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

Print Date/Time: 06/21/2017 7:47:34

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
39243	EXPIRED INSPECTION : VTL306(B)	05/29/2017 04:29	05/28/2017 11:21	05/29/2017	CLOSED BY INVESTIGATION	05/29/2017
CEDAR STREET TUPPER LAKE, NEW YORK 12986					STREET	
39052	FALSE ALARM (ANY TYPE)	05/08/2017 18:59	05/04/2017 21:25	05/08/2017	CLOSED BY INVESTIGATION	05/08/2017
53 PARK STREET TUPPER LAKE, NEW YORK 12986		VILLAGE OFFICES			GOVERNMENT OFFICE	
39098	FALSE ALARM (ANY TYPE)	05/15/2017 06:11	05/13/2017 07:26	05/15/2017	CLOSED BY INVESTIGATION	05/15/2017
76 DEMARS BLVD TUPPER LAKE, NEW YORK 12986		FAMILY DOLLAR			OTHER RETAIL STORE	
39254	FALSE ALARM (ANY TYPE)	05/31/2017 07:35	05/29/2017 19:16	05/31/2017	CLOSED BY INVESTIGATION	05/31/2017
79 LAKE STREET TUPPER LAKE, NEW YORK 12986		OLYMPIC AUTO			AUTO SHOP	
39096	FIRE ALARM	05/14/2017 01:48	05/13/2017 07:26	05/14/2017	CLOSED BY INVESTIGATION	05/14/2017
390 HOSLEY AVENUE TUPPER LAKE, NEW YORK 12986		SUNMOUNT			MULTIPLE DWELLING	
39210	FIREWORKS	05/27/2017 21:43	05/27/2017 21:47	05/27/2017	CLOSED BY INVESTIGATION	05/27/2017
68 CEDAR STREET TUPPER LAKE, NEW YORK 12986					STREET	
39022	GARBAGE COMPLAINT	05/04/2017 10:37	05/04/2017 08:27	05/04/2017	PENDING INVESTIGATION	05/04/2017
49 WATER STREET TUPPER LAKE, NEW YORK 12986					YARD	
39039	HARASSMENT	05/06/2017 18:36	05/04/2017 21:25	05/06/2017	CLOSED BY INVESTIGATION	05/06/2017
26 WAWBEEK AVE TUPPER LAKE, NEW YORK 12986		I.R.A.			RESIDENTIAL FACILITY	
39226	HARASSMENT	05/28/2017 11:32	05/28/2017 11:21	05/28/2017	CLOSED BY INVESTIGATION	05/28/2017
170 IVY TERRACE TUPPER LAKE, NEW YORK 12986					MULTIPLE DWELLING	
39244	HARASSMENT	05/29/2017 13:50	05/28/2017 11:21	05/29/2017	CLOSED BY INVESTIGATION	05/29/2017
44 UNDERWOOD ROAD TUPPER LAKE, NEW YORK 12986					YARD	
39256	HARASSMENT	05/31/2017 18:34	05/31/2017 17:30	05/31/2017	CLOSED BY INVESTIGATION	05/31/2017
DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986		TUPPER LAKE MUNICIPAL PARK				
39046	ILLEGALLY PARKED VEHICLE	05/08/2017 09:51	05/04/2017 21:25	05/08/2017	CLOSED BY INVESTIGATION	05/08/2017
7 STETSON ROAD TUPPER LAKE, NEW YORK 12986					PARKING LOT	
39099	ILLEGALLY PARKED VEHICLE	05/15/2017 13:37	05/13/2017 07:26	05/15/2017	CLOSED BY INVESTIGATION	05/15/2017
IVY TERR TUPPER LAKE, NEW YORK 12986					PARKING LOT	
39111	ILLEGALLY PARKED VEHICLE	05/17/2017 13:55	05/17/2017 07:54	05/17/2017	CLOSED BY INVESTIGATION	05/17/2017
148 IVY TERANCE TUPPER LAKE, NEW YORK 12986					PARKING LOT	

SJS INCIDENT TYPES BETWEEN 05/01/2017 AND 05/31/2017

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

Print Date/Time: 06/21/2017 7:47:34

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
39107	JUVENILE INCIDENTS	05/16/2017 22:22	05/14/2017 23:00	05/16/2017	CLOSED BY INVESTIGATION	05/16/2017
13 MAIN STREET APT 3 TUPPER LAKE, NEW YORK 12986					MULTIPLE DWELLING	
39245	LANDLORD TENANT TROUBLE	05/27/2017 16:00	05/28/2017 11:21	05/29/2017	CLOSED BY INVESTIGATION	05/29/2017
6 THIRD STREET TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
39247	LIQUOR LAW VIOLATIONS	05/29/2017 19:07	05/29/2017 19:16	05/29/2017	ARREST - ADULT	05/29/2017
ARDEN STREET TUPPER LAKE, NEW YORK 12986					STREET	
39176	LOUD PARTY	05/24/2017 00:18	05/23/2017 17:06	05/24/2017	CLOSED BY INVESTIGATION	05/24/2017
21 WASHINGTON STREET TUPPER LAKE, NEW YORK 12986					YARD	
39118	MENACING	05/14/2017 22:30	05/13/2017 07:26	05/14/2017	CLOSED BY INVESTIGATION	05/17/2017
6 THIRD STREET TUPPER LAKE, NEW YORK 12986					STREET	
39007	MENTAL HEALTH INCIDENTS	05/02/2017 02:07		05/02/2017	CLOSED BY INVESTIGATION	05/02/2017
90 IVY TERR TUPPER LAKE, NEW YORK 12986					MULTIPLE DWELLING	
39035	MENTAL HEALTH INCIDENTS	05/06/2017 02:37	05/04/2017 21:25	05/06/2017	ARREST - ADULT	05/06/2017
15 EMMA STREET TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
39060	MENTAL HEALTH INCIDENTS	05/09/2017 08:36	05/08/2017 23:25	05/09/2017	ARREST - JUVENILE	05/09/2017
25 CHANEY AVENUE TUPPER LAKE, NEW YORK 12986					SCHOOL	
39179	MENTAL HEALTH INCIDENTS	05/24/2017 19:23	05/23/2017 17:06	05/24/2017	CLOSED BY INVESTIGATION	05/24/2017
50 HIGH ST APT 3 TUPPER LAKE, NEW YORK 12986					MULTIPLE DWELLING	
39188	MENTAL HEALTH INCIDENTS	05/26/2017 12:18	05/26/2017 10:56	05/26/2017	ARREST - ADULT	05/26/2017
24 MAIN STREET APT 2A TUPPER LAKE, NEW YORK 12986					MULTIPLE DWELLING	
39250	MENTAL HEALTH INCIDENTS	05/30/2017 12:13	05/29/2017 19:16	05/30/2017	CLOSED BY INVESTIGATION	05/30/2017
92 MAIN STREET BLDG 13 TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
39029	NARCOTICS SEARCH/VEHICLE - LOCATED B'	05/05/2017 07:49	05/04/2017 21:25	05/05/2017	ARREST - ADULT	05/05/2017
PARK STREET TUPPER LAKE, NEW YORK 12986					STREET	
39132	NARCOTICS SEARCH/VEHICLE - LOCATED B'	05/18/2017 15:04	05/18/2017 17:55	05/18/2017	ARREST - ADULT	05/18/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
39175	NARCOTICS SEARCH/VEHICLE - LOCATED B'	05/23/2017 16:21	05/23/2017 17:06	05/23/2017	ARREST - ADULT	05/23/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	

SJS INCIDENT TYPES BETWEEN 05/01/2017 AND 05/31/2017

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

Print Date/Time: 06/21/2017 7:47:34

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
39191	NARCOTICS SEARCH/VEHICLE - LOCATED B'	05/26/2017 18:40	05/26/2017 19:00	05/26/2017	ARREST - ADULT	05/26/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
39259	NARCOTICS SEARCH/VEHICLE - LOCATED B'	05/31/2017 23:22	05/31/2017 23:44	05/31/2017	ARREST - ADULT	05/31/2017
MAIN STREET TUPPER LAKE, NEW YORK 12986					STREET	
39106	NEIGHBORHOOD TROUBLE	05/16/2017 20:07	05/14/2017 23:00	05/16/2017	CLOSED BY INVESTIGATION	05/16/2017
30 BALSAM STREET TUPPER LAKE, NEW YORK 12986					YARD	
39068	OPEN DOOR	05/10/2017 03:16	05/09/2017 14:40	05/10/2017	CLOSED BY INVESTIGATION	05/10/2017
37 DEPOT STREET TUPPER LAKE, NEW YORK 12986		TUPPER LAKE TRAIN STATION			TRANSIT FACILITY	
39011	OTHER	05/02/2017 13:46		05/02/2017	CLOSED BY INVESTIGATION	05/21/2017
SANTA CLARA AVE TUPPER LAKE, NEW YORK 12986		LAWRENCE STORAGE			OTHER COMMERCIAL SERVICE LOCATION	
39128	OTHER	05/18/2017 11:54	05/18/2017 12:05	05/18/2017	CLOSED BY INVESTIGATION	05/18/2017
124 PARK STREET TUPPER LAKE, NEW YORK 12986		STEWARTS SHOPPE			GAS STATION	
39155	OTHER	05/22/2017 11:08	05/22/2017 11:10	05/22/2017	CLOSED - VIC. REFUSED COC	05/25/2017
48 WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986		ST ALPHONSUS CHURCH			CHURCH	
39189	OTHER ACCIDENT	05/26/2017 12:36	05/26/2017 10:56	05/26/2017	CLOSED BY INVESTIGATION	05/26/2017
94 DEMARS BLVD TUPPER LAKE, NEW YORK 12986		KINNEY DRUGS			DRUG STORE	
39186	PARKED IN HANDICAPPED SPACE : 1203(B2)	05/26/2017 10:17	05/23/2017 17:06	05/26/2017	CLOSED BY INVESTIGATION	05/26/2017
IVY TERRACE BLDG G TUPPER LAKE, NEW YORK 12986					PARKING LOT	
39057	PARKED ON SIDEWALK : VTL 1202 (A1B)	05/09/2017 01:10	05/08/2017 23:25	05/09/2017	CLOSED BY INVESTIGATION	05/09/2017
PINE STREET TUPPER LAKE, NEW YORK 12986					STREET	
39195	PARKED ON SIDEWALK : VTL 1202 (A1B)	05/27/2017 02:00	05/26/2017 19:00	05/27/2017	CLOSED BY INVESTIGATION	05/27/2017
MCLAUGHLIN AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
39218	PARKED ON SIDEWALK : VTL 1202 (A1B)	05/28/2017 04:24	05/28/2017 00:38	05/28/2017	CLOSED BY INVESTIGATION	05/28/2017
LAKEVIEW AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
39219	PARKED ON SIDEWALK : VTL 1202 (A1B)	05/28/2017 04:27	05/28/2017 00:38	05/28/2017	CLOSED BY INVESTIGATION	05/28/2017
LAKEVIEW AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
39002	PROPERTY CHECK	05/01/2017 01:58		05/01/2017	CLOSED BY INVESTIGATION	05/01/2017
19 DEPOT STREET TUPPER LAKE, NEW YORK 12986		TUPPER LAKE TRAIN STATION			OTHER BUSINESS OFFICE	

SJS INCIDENT TYPES BETWEEN 05/01/2017 AND 05/31/2017

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

Print Date/Time: 06/21/2017 7:47:34

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
39003	PROPERTY CHECK	05/01/2017 02:12		05/01/2017	CLOSED BY INVESTIGATION	05/01/2017
PARK STREET TUPPER LAKE, NEW YORK 12986					UNKNOWN	
39030	PROPERTY DAMAGE	05/05/2017 17:10	05/04/2017 21:25	05/05/2017	CLOSED BY INVESTIGATION	05/05/2017
DEMARS BLVD TUPPER LAKE, NEW YORK 12986					STREET	
39083	PROPERTY DAMAGE	05/12/2017 13:52	05/11/2017 02:57	05/12/2017	CLOSED BY INVESTIGATION	05/12/2017
206 PARK STREET TUPPER LAKE, NEW YORK 12986					STREET	
39130	PROPERTY DAMAGE	05/18/2017 13:40	05/18/2017 12:05	05/18/2017	PENDING INVESTIGATION	05/18/2017
294 HOSLEY AVENUE TUPPER LAKE, NEW YORK 12986		LP QUINN			PARKING LOT	
39133	PROPERTY DAMAGE	05/18/2017 17:01	05/18/2017 17:20	05/18/2017	CLOSED BY INVESTIGATION	05/18/2017
PARK STREET SUNSET AVENUE TUPPER LAKE, NEW YORK 1		SHAEHEEN'S IGA			PARKING LOT	
39139	PROPERTY DAMAGE	05/20/2017 15:25	05/18/2017 23:55	05/20/2017	CLOSED BY INVESTIGATION	05/21/2017
DEMARS BLVD TUPPER LAKE, NEW YORK 12986					STREET	
39141	PROPERTY DAMAGE	05/21/2017 09:50	05/18/2017 23:55	05/21/2017	CLOSED BY INVESTIGATION	05/21/2017
DEMARS BLVD OHIO STREET TUPPER LAKE, NEW YORK 129					STREET	
39182	PROPERTY DAMAGE	05/25/2017 21:56	05/23/2017 17:06	05/25/2017	CLOSED BY INVESTIGATION	05/25/2017
46 LEBOEUF ST TUPPER LAKE, NEW YORK 12986					STREET	
39183	PROPERTY DAMAGE	05/25/2017 22:49	05/23/2017 17:06	05/25/2017	CLOSED BY INVESTIGATION	05/25/2017
117 IVY TERR TUPPER LAKE, NEW YORK 12986					STREET	
39185	PROPERTY DAMAGE	05/26/2017 09:50	05/23/2017 17:06	05/26/2017	CLOSED BY INVESTIGATION	05/26/2017
PARK STREET TUPPER LAKE, NEW YORK 12986					STREET	
39222	PROPERTY DAMAGE	05/28/2017 09:55	05/28/2017 00:38	05/28/2017	CLOSED BY INVESTIGATION	05/28/2017
65 LAKE STREET TUPPER LAKE, NEW YORK 12986		AUBUCHON HARDWARE			PARKING LOT	
39184	PROPERTY DISPUTE	05/25/2017 19:00	05/23/2017 17:06	05/25/2017	CLOSED - VIC. REFUSED COC	05/26/2017
41 UNDERWOOD ROAD TUPPER LAKE, NEW YORK 12986					YARD	
39086	PROPERTY FOUND	05/12/2017 19:30	05/11/2017 02:57	05/12/2017	CLOSED BY INVESTIGATION	05/12/2017
SOUTH LITTLE WOLF ROAD TUPPER LAKE, NEW YORK 1298					STREET	
39279	PROPERTY FOUND	05/26/2017 16:00	05/26/2017 10:56	05/26/2017	CLOSED BY INVESTIGATION	06/03/2017
21 SANTA CLARA AVENUE BLDG 2 TUPPER LAKE, NEW YOR					GOVERNMENT OFFICE	

SJS INCIDENT TYPES BETWEEN 05/01/2017 AND 05/31/2017

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

Print Date/Time: 06/21/2017 7:47:34

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
39017	PROPERTY STOLEN	05/03/2017 22:49	05/03/2017 21:00	05/03/2017	CLOSED BY INVESTIGATION	05/23/2017
179 PARK STREET APT 2 TUPPER LAKE, NEW YORK 12986					MULTIPLE DWELLING	
39146	PUBLIC ALCOHOL INTOXICATION	05/22/2017 00:56	05/18/2017 23:55	05/22/2017	CLOSED BY INVESTIGATION	05/22/2017
DEMARS BLVD TUPPER LAKE, NEW YORK 12986					STREET	
39227	RECKLESS DRIVING	05/28/2017 15:16	05/28/2017 11:21	05/28/2017	CLOSED BY INVESTIGATION	05/28/2017
STATE ROUTE 30 TUPPER LAKE, NEW YORK 12986						
39025	SERVED COUNTY COURT SUBPOENAS	05/04/2017 18:24	05/04/2017 18:26	05/04/2017	CLOSED BY INVESTIGATION	05/04/2017
9 MILL STREET APT 3 TUPPER LAKE, NEW YORK 12986					MULTIPLE DWELLING	
39161	SERVED COUNTY COURT SUBPOENAS	05/22/2017 19:05	05/22/2017 11:10	05/22/2017	CLOSED BY INVESTIGATION	05/22/2017
9 MILL STREET APT 3 TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
39162	SERVED/DELIVERED COURT DOCUMENTS	05/22/2017 19:52	05/22/2017 11:10	05/22/2017	CLOSED BY INVESTIGATION	05/22/2017
PARK STREET TUPPER LAKE, NEW YORK 12986		STEWARTS			PARKING LOT	
39170	SEX OFFENDER -UPDATE REGISTRY PHOTOC	05/23/2017 10:49	05/23/2017 08:33	05/23/2017	CLOSED BY INVESTIGATION	05/23/2017
21 SANTA CLARA AVE TUPPER LAKE, NEW YORK 12986					GOVERNMENT OFFICE	
39171	SEX OFFENDER -UPDATE REGISTRY PHOTOC	05/23/2017 10:51	05/23/2017 08:33	05/23/2017	CLOSED BY INVESTIGATION	05/23/2017
21 SANTA CLARA AVE TUPPER LAKE, NEW YORK 12986					GOVERNMENT OFFICE	
39010	SEX OFFENSES	05/02/2017 13:05		05/02/2017	CLOSED - VIC. REFUSED COC	05/02/2017
131 MAIN ST TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
39054	SUSPICIOUS PERSON	05/08/2017 22:36	05/04/2017 21:25	05/08/2017	CLOSED BY INVESTIGATION	05/08/2017
UNDERWOOD ROAD TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
39123	SUSPICIOUS PERSON	05/18/2017 04:05	05/17/2017 17:39	05/18/2017	CLOSED BY INVESTIGATION	05/18/2017
HILL ST TUPPER LAKE, NEW YORK 12986					STREET	
39056	SUSPICIOUS VEHICLE	05/09/2017 00:48	05/08/2017 23:25	05/09/2017	CLOSED BY INVESTIGATION	05/09/2017
94 DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986		SAVE A LOT			PARKING LOT	
39101	TRESPASS	05/15/2017 18:22	05/13/2017 07:26	05/15/2017	CLOSED BY INVESTIGATION	05/15/2017
20 LINDSEY AVE TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
39180	TRESPASS	05/25/2017 01:57	05/23/2017 17:06	05/25/2017	CLOSED BY INVESTIGATION	05/25/2017
10 NINTH STREET TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	

SJS INCIDENT TYPES BETWEEN 05/01/2017 AND 05/31/2017

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

Print Date/Time: 06/21/2017 7:47:34

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
39027	UNLAWFUL BURNING	05/04/2017 19:53	05/04/2017 18:26	05/04/2017	CLOSED BY INVESTIGATION	05/04/2017
8 EMMA STREET 179 PARK STREET TUPPER LAKE, NEW YOR					SINGLE FAMILY HOME	
39018	UNLOCKED DOOR	05/04/2017 03:11	05/04/2017 03:15	05/04/2017	CLOSED BY INVESTIGATION	05/04/2017
17 UNDERWOOD ROAD TUPPER LAKE, NEW YORK 12986		KAVANAGH TRUCKING INC			OTHER COMMERCIAL SERVICE LOCATION	
39019	UNLOCKED DOOR	05/04/2017 03:23	05/04/2017 03:28	05/04/2017	CLOSED BY INVESTIGATION	05/04/2017
161 MAIN STREET TUPPER LAKE, NEW YORK 12986		PAUL MITCHELL LOGGING INC			OTHER COMMERCIAL SERVICE LOCATION	
39020	UNLOCKED DOOR	05/04/2017 03:37	05/04/2017 03:41	05/04/2017	CLOSED BY INVESTIGATION	05/04/2017
50 CEDAR STREET CARPETING SHOWROOM TUPPER LAKE, N		TUPPER LAKE SUPPLY			OTHER COMMERCIAL SERVICE LOCATION	
39070	UNLOCKED DOOR	05/10/2017 03:40	05/09/2017 14:40	05/10/2017	CLOSED BY INVESTIGATION	05/10/2017
24 CHEMICAL STREET TUPPER LAKE, NEW YORK 12986		LEMIEUX CONTRACTING			OTHER COMMERCIAL SERVICE LOCATION	
39004	VEHICLE & TRAFFIC STOP	05/01/2017 02:48		05/01/2017	CLOSED BY INVESTIGATION	05/01/2017
DEMARS BLVD TUPPER LAKE, NEW YORK 12986					STREET	
39013	VEHICLE & TRAFFIC STOP	05/03/2017 14:13		05/03/2017	CLOSED BY INVESTIGATION	05/03/2017
DEMARS BLVD TUPPER LAKE, NEW YORK 12986					STREET	
39014	VEHICLE & TRAFFIC STOP	05/03/2017 14:24		05/03/2017	CLOSED BY INVESTIGATION	05/03/2017
STETSON RD TUPPER LAKE, NEW YORK 12986					STREET	
39024	VEHICLE & TRAFFIC STOP	05/04/2017 11:22	05/04/2017 08:27	05/04/2017	CLOSED BY INVESTIGATION	05/04/2017
MAIN STREET TUPPER LAKE, NEW YORK 12986					STREET	
39026	VEHICLE & TRAFFIC STOP	05/04/2017 19:28	05/04/2017 18:26	05/04/2017	CLOSED BY INVESTIGATION	05/04/2017
DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986					STREET	
39031	VEHICLE & TRAFFIC STOP	05/05/2017 18:23	05/04/2017 21:25	05/05/2017	CLOSED BY INVESTIGATION	05/05/2017
MAIN STREET TUPPER LAKE, NEW YORK 12986					STREET	
39032	VEHICLE & TRAFFIC STOP	05/05/2017 20:00	05/04/2017 21:25	05/05/2017	CLOSED BY INVESTIGATION	05/05/2017
DEMARS BLVD TUPPER LAKE, NEW YORK 12986					STREET	
39040	VEHICLE & TRAFFIC STOP	05/06/2017 20:09	05/04/2017 21:25	05/06/2017	CLOSED BY INVESTIGATION	05/06/2017
DEMARS BLVD TUPPER LAKE, NEW YORK 12986					STREET	
39045	VEHICLE & TRAFFIC STOP	05/08/2017 09:26	05/04/2017 21:25	05/08/2017	CLOSED BY INVESTIGATION	05/08/2017
PLEASANT AVENUE TUPPER LAKE, NEW YORK 12986					STREET	

SJS INCIDENT TYPES BETWEEN 05/01/2017 AND 05/31/2017

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

Print Date/Time: 06/21/2017 7:47:34

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
39047	VEHICLE & TRAFFIC STOP	05/08/2017 09:58	05/04/2017 21:25	05/08/2017	CLOSED BY INVESTIGATION	05/08/2017
DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986					STREET	
39049	VEHICLE & TRAFFIC STOP	05/08/2017 12:09	05/04/2017 21:25	05/08/2017	CLOSED BY INVESTIGATION	05/08/2017
LAKE STREET TUPPER LAKE, NEW YORK 12986					STREET	
39051	VEHICLE & TRAFFIC STOP	05/08/2017 15:03	05/04/2017 21:25	05/08/2017	CLOSED BY INVESTIGATION	05/08/2017
STATE ROUTE 30 SOUTH TUPPER LAKE, NEW YORK 12986					STREET	
39063	VEHICLE & TRAFFIC STOP	05/09/2017 20:55	05/09/2017 14:40	05/09/2017	CLOSED BY INVESTIGATION	05/09/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	
39064	VEHICLE & TRAFFIC STOP	05/09/2017 21:18	05/09/2017 14:40	05/09/2017	CLOSED BY INVESTIGATION	05/09/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	
39065	VEHICLE & TRAFFIC STOP	05/09/2017 22:23	05/09/2017 14:40	05/09/2017	CLOSED BY INVESTIGATION	05/09/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
39067	VEHICLE & TRAFFIC STOP	05/10/2017 01:12	05/09/2017 14:40	05/10/2017	CLOSED BY INVESTIGATION	05/10/2017
DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986					STREET	
39069	VEHICLE & TRAFFIC STOP	05/10/2017 03:18	05/09/2017 14:40	05/10/2017	CLOSED BY INVESTIGATION	05/10/2017
MCLAUGHIN AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
39076	VEHICLE & TRAFFIC STOP	05/10/2017 19:29	05/09/2017 14:40	05/10/2017	CLOSED BY INVESTIGATION	05/10/2017
MCLAUGHLIN AVE TUPPER LAKE, NEW YORK 12986					STREET	
39077	VEHICLE & TRAFFIC STOP	05/10/2017 20:03	05/09/2017 14:40	05/10/2017	CLOSED BY INVESTIGATION	05/10/2017
LAKE ST TUPPER LAKE, NEW YORK 12986					STREET	
39084	VEHICLE & TRAFFIC STOP	05/12/2017 16:23	05/11/2017 02:57	05/12/2017	CLOSED BY INVESTIGATION	05/12/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
39085	VEHICLE & TRAFFIC STOP	05/12/2017 19:10	05/11/2017 02:57	05/12/2017	CLOSED BY INVESTIGATION	05/12/2017
HAYMEADOW ROAD TUPPER LAKE, NEW YORK 12986					STREET	
39088	VEHICLE & TRAFFIC STOP	05/13/2017 10:18	05/13/2017 07:26	05/13/2017	CLOSED BY INVESTIGATION	05/13/2017
MAIN STREET TUPPER LAKE, NEW YORK 12986					STREET	
39089	VEHICLE & TRAFFIC STOP	05/13/2017 10:47	05/13/2017 07:26	05/13/2017	CLOSED BY INVESTIGATION	05/13/2017
PARK STREET TUPPER LAKE, NEW YORK 12986					STREET	

SJS INCIDENT TYPES BETWEEN 05/01/2017 AND 05/31/2017

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

Print Date/Time: 06/21/2017 7:47:34

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
39090	VEHICLE & TRAFFIC STOP	05/13/2017 11:18	05/13/2017 07:26	05/13/2017	CLOSED BY INVESTIGATION	05/13/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	
39091	VEHICLE & TRAFFIC STOP	05/13/2017 11:42	05/13/2017 07:26	05/13/2017	CLOSED BY INVESTIGATION	05/13/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	
39092	VEHICLE & TRAFFIC STOP	05/13/2017 13:25	05/13/2017 07:26	05/13/2017	CLOSED BY INVESTIGATION	05/13/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
39093	VEHICLE & TRAFFIC STOP	05/13/2017 14:09	05/13/2017 07:26	05/13/2017	CLOSED BY INVESTIGATION	05/13/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	
39094	VEHICLE & TRAFFIC STOP	05/13/2017 14:24	05/13/2017 07:26	05/13/2017	CLOSED BY INVESTIGATION	05/13/2017
BROAD STREET TUPPER LAKE, NEW YORK 12986					STREET	
39095	VEHICLE & TRAFFIC STOP	05/13/2017 14:50	05/13/2017 07:26	05/13/2017	CLOSED BY INVESTIGATION	05/13/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	
39110	VEHICLE & TRAFFIC STOP	05/17/2017 12:44	05/17/2017 07:54	05/17/2017	CLOSED BY INVESTIGATION	05/17/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	
39113	VEHICLE & TRAFFIC STOP	05/17/2017 16:24	05/17/2017 07:54	05/17/2017	CLOSED BY INVESTIGATION	05/17/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	
39114	VEHICLE & TRAFFIC STOP	05/17/2017 17:05	05/17/2017 07:54	05/17/2017	CLOSED BY INVESTIGATION	05/17/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	
39116	VEHICLE & TRAFFIC STOP	05/17/2017 17:27	05/17/2017 17:39	05/17/2017	CLOSED BY INVESTIGATION	05/17/2017
FIRST STREET BROAD STREET TUPPER LAKE, NEW YORK 12'					STREET	
39120	VEHICLE & TRAFFIC STOP	05/17/2017 20:09	05/17/2017 17:39	05/17/2017	CLOSED BY INVESTIGATION	05/17/2017
PARK STREET TUPPER LAKE, NEW YORK 12986					STREET	
39121	VEHICLE & TRAFFIC STOP	05/17/2017 22:18	05/17/2017 17:39	05/17/2017	CLOSED BY INVESTIGATION	05/17/2017
DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986					STREET	
39122	VEHICLE & TRAFFIC STOP	05/17/2017 22:58	05/17/2017 17:39	05/17/2017	CLOSED BY INVESTIGATION	05/17/2017
MAIN ST TUPPER LAKE, NEW YORK 12986					STREET	
39131	VEHICLE & TRAFFIC STOP	05/18/2017 14:58	05/18/2017 12:05	05/18/2017	CLOSED BY INVESTIGATION	05/18/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	

SJS INCIDENT TYPES BETWEEN 05/01/2017 AND 05/31/2017

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

Print Date/Time: 06/21/2017 7:47:34

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
39134	VEHICLE & TRAFFIC STOP	05/18/2017 22:08	05/18/2017 17:20	05/18/2017	CLOSED BY INVESTIGATION	05/18/2017
DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986					STREET	
39136	VEHICLE & TRAFFIC STOP	05/19/2017 19:57	05/18/2017 23:55	05/19/2017	CLOSED BY INVESTIGATION	05/19/2017
RAYMO HILL TUPPER LAKE, NEW YORK 12986					STREET	
39145	VEHICLE & TRAFFIC STOP	05/22/2017 00:49	05/18/2017 23:55	05/22/2017	CLOSED BY INVESTIGATION	05/22/2017
DEMARS BLVD TUPPER LAKE, NEW YORK 12986					STREET	
39153	VEHICLE & TRAFFIC STOP	05/22/2017 14:39	05/22/2017 14:52	05/22/2017	CLOSED BY INVESTIGATION	05/22/2017
DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986					STREET	
39154	VEHICLE & TRAFFIC STOP	05/22/2017 15:14	05/22/2017 14:52	05/22/2017	CLOSED BY INVESTIGATION	05/22/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
39156	VEHICLE & TRAFFIC STOP	05/22/2017 16:50	05/22/2017 11:10	05/22/2017	CLOSED BY INVESTIGATION	05/22/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	
39157	VEHICLE & TRAFFIC STOP	05/22/2017 16:56	05/22/2017 11:10	05/22/2017	CLOSED BY INVESTIGATION	05/22/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
39158	VEHICLE & TRAFFIC STOP	05/22/2017 17:08	05/22/2017 11:10	05/22/2017	CLOSED BY INVESTIGATION	05/22/2017
BROAD STREET TUPPER LAKE, NEW YORK 12986					STREET	
39159	VEHICLE & TRAFFIC STOP	05/22/2017 17:15	05/22/2017 11:10	05/22/2017	CLOSED BY INVESTIGATION	05/22/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
39160	VEHICLE & TRAFFIC STOP	05/22/2017 17:34	05/22/2017 11:10	05/22/2017	CLOSED BY INVESTIGATION	05/22/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
39163	VEHICLE & TRAFFIC STOP	05/22/2017 23:06	05/22/2017 11:10	05/22/2017	CLOSED BY INVESTIGATION	05/22/2017
MAIN STREET TUPPER LAKE, NEW YORK 12986					STREET	
39172	VEHICLE & TRAFFIC STOP	05/23/2017 14:12	05/23/2017 08:33	05/23/2017	CLOSED BY INVESTIGATION	05/23/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
39173	VEHICLE & TRAFFIC STOP	05/23/2017 14:21	05/23/2017 08:33	05/23/2017	CLOSED BY INVESTIGATION	05/23/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
39174	VEHICLE & TRAFFIC STOP	05/23/2017 15:06	05/23/2017 08:33	05/23/2017	CLOSED BY INVESTIGATION	05/23/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	

SJS INCIDENT TYPES BETWEEN 05/01/2017 AND 05/31/2017

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

Print Date/Time: 06/21/2017 7:47:34

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
39187	VEHICLE & TRAFFIC STOP	05/26/2017 10:51	05/26/2017 10:56	05/26/2017	CLOSED BY INVESTIGATION	05/26/2017
STATE ROUTE 3 TUPPER LAKE, NEW YORK 12986					STREET	
39192	VEHICLE & TRAFFIC STOP	05/26/2017 20:52	05/26/2017 19:00	05/26/2017	CLOSED BY INVESTIGATION	05/26/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
39193	VEHICLE & TRAFFIC STOP	05/26/2017 22:15	05/26/2017 19:00	05/26/2017	CLOSED BY INVESTIGATION	05/26/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
39194	VEHICLE & TRAFFIC STOP	05/26/2017 22:32	05/26/2017 19:00	05/26/2017	CLOSED BY INVESTIGATION	05/26/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	
39196	VEHICLE & TRAFFIC STOP	05/27/2017 09:07	05/26/2017 19:00	05/27/2017	CLOSED BY INVESTIGATION	05/27/2017
PARK ST TUPPER LAKE, NEW YORK 12986					STREET	
39197	VEHICLE & TRAFFIC STOP	05/27/2017 09:11	05/26/2017 19:00	05/27/2017	CLOSED BY INVESTIGATION	05/27/2017
STATE ROUTE 3/30 TUPPER LAKE, NEW YORK 12986					STREET	
39198	VEHICLE & TRAFFIC STOP	05/27/2017 09:27	05/26/2017 19:00	05/27/2017	CLOSED BY INVESTIGATION	05/27/2017
STATE ROUTE 3 STATE ROUTE 30 TUPPER LAKE, NEW YORK					STREET	
39199	VEHICLE & TRAFFIC STOP	05/27/2017 11:11	05/26/2017 19:00	05/27/2017	CLOSED BY INVESTIGATION	05/27/2017
STETSON ROAD TUPPER LAKE, NEW YORK 12986					STREET	
39202	VEHICLE & TRAFFIC STOP	05/27/2017 15:29	05/26/2017 19:00	05/27/2017	CLOSED BY INVESTIGATION	05/27/2017
ST RT 30 AND ST RT 3 TUPPER LAKE, NEW YORK 12986					STREET	
39203	VEHICLE & TRAFFIC STOP	05/27/2017 15:45	05/26/2017 19:00	05/27/2017	CLOSED BY INVESTIGATION	05/27/2017
HOSLEY AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
39204	VEHICLE & TRAFFIC STOP	05/27/2017 15:51	05/26/2017 19:00	05/27/2017	CLOSED BY INVESTIGATION	05/27/2017
HOSLEY AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
39205	VEHICLE & TRAFFIC STOP	05/27/2017 15:51	05/26/2017 19:00	05/27/2017	CLOSED BY INVESTIGATION	05/27/2017
STETSON ROAD TUPPER LAKE, NEW YORK 12986					STREET	
39206	VEHICLE & TRAFFIC STOP	05/27/2017 19:45	05/26/2017 19:00	05/27/2017	CLOSED BY INVESTIGATION	05/27/2017
PARK STREET TUPPER LAKE, NEW YORK 12986					STREET	
39208	VEHICLE & TRAFFIC STOP	05/27/2017 21:10	05/27/2017 20:45	05/27/2017	CLOSED BY INVESTIGATION	05/27/2017
PARK STREET TUPPER LAKE, NEW YORK 12986					STREET	

SJS INCIDENT TYPES BETWEEN 05/01/2017 AND 05/31/2017

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

Print Date/Time: 06/21/2017 7:47:34

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
39209	VEHICLE & TRAFFIC STOP	05/27/2017 21:40	05/27/2017 20:45	05/27/2017	CLOSED BY INVESTIGATION	05/27/2017
PARK STREET TUPPER LAKE, NEW YORK 12986					STREET	
39211	VEHICLE & TRAFFIC STOP	05/27/2017 21:49	05/27/2017 21:47	05/27/2017	CLOSED BY INVESTIGATION	05/27/2017
STATE ROUTE 3 TUPPER LAKE, NEW YORK 12986					STREET	
39212	VEHICLE & TRAFFIC STOP	05/27/2017 22:11	05/27/2017 21:47	05/27/2017	CLOSED BY INVESTIGATION	05/27/2017
PARK STREET TUPPER LAKE, NEW YORK 12986					STREET	
39213	VEHICLE & TRAFFIC STOP	05/27/2017 22:58	05/27/2017 21:47	05/27/2017	CLOSED BY INVESTIGATION	05/27/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
39214	VEHICLE & TRAFFIC STOP	05/27/2017 23:19	05/27/2017 21:47	05/27/2017	PENDING INVESTIGATION	05/27/2017
STATE ROUTE 30 TUPPER LAKE, NEW YORK 12986					STREET	
39215	VEHICLE & TRAFFIC STOP	05/27/2017 23:27	05/27/2017 21:47	05/27/2017	CLOSED BY INVESTIGATION	05/27/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
39216	VEHICLE & TRAFFIC STOP	05/27/2017 23:53	05/27/2017 21:47	05/27/2017	PENDING INVESTIGATION	05/27/2017
WAWBEEK AVE TUPPER LAKE, NEW YORK 12986					STREET	
39220	VEHICLE & TRAFFIC STOP	05/28/2017 08:29	05/28/2017 00:38	05/28/2017	CLOSED BY INVESTIGATION	05/28/2017
PARK STREET TUPPER LAKE, NEW YORK 12986					STREET	
39224	VEHICLE & TRAFFIC STOP	05/28/2017 11:36	05/28/2017 11:21	05/28/2017	ARREST - ADULT	05/28/2017
HOSLEY AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
39229	VEHICLE & TRAFFIC STOP	05/28/2017 19:10	05/28/2017 11:21	05/28/2017	CLOSED BY INVESTIGATION	05/28/2017
BROAD STREET TUPPER LAKE, NEW YORK 12986					STREET	
39230	VEHICLE & TRAFFIC STOP	05/28/2017 19:26	05/28/2017 11:21	05/28/2017	CLOSED BY INVESTIGATION	05/28/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	
39231	VEHICLE & TRAFFIC STOP	05/28/2017 19:33	05/28/2017 11:21	05/28/2017	CLOSED BY INVESTIGATION	05/28/2017
PARK STREET TUPPER LAKE, NEW YORK 12986					STREET	
39232	VEHICLE & TRAFFIC STOP	05/28/2017 19:42	05/28/2017 11:21	05/28/2017	PENDING INVESTIGATION	05/28/2017
WAWBEEK AVE TUPPER LAKE, NEW YORK 12986						
39233	VEHICLE & TRAFFIC STOP	05/28/2017 20:01	05/28/2017 11:21	05/28/2017	CLOSED BY INVESTIGATION	05/28/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	

SJS INCIDENT TYPES BETWEEN 05/01/2017 AND 05/31/2017

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

Print Date/Time: 06/21/2017 7:47:34

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
39234	VEHICLE & TRAFFIC STOP	05/28/2017 20:15	05/28/2017 11:21	05/28/2017	CLOSED BY INVESTIGATION	05/28/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
39235	VEHICLE & TRAFFIC STOP	05/28/2017 21:03	05/28/2017 11:21	05/28/2017	CLOSED BY INVESTIGATION	05/28/2017
MAIN STREET TUPPER LAKE, NEW YORK 12986					STREET	
39236	VEHICLE & TRAFFIC STOP	05/28/2017 21:14	05/28/2017 11:21	05/28/2017	CLOSED BY INVESTIGATION	05/28/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
39237	VEHICLE & TRAFFIC STOP	05/28/2017 21:30	05/28/2017 11:21	05/28/2017	CLOSED BY INVESTIGATION	05/28/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
39238	VEHICLE & TRAFFIC STOP	05/28/2017 21:47	05/28/2017 11:21	05/28/2017	CLOSED BY INVESTIGATION	05/28/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
39239	VEHICLE & TRAFFIC STOP	05/28/2017 22:40	05/28/2017 11:21	05/28/2017	CLOSED BY INVESTIGATION	05/28/2017
WAWBEEK AVENUE STATE ROTUE 30 TUPPER LAKE, NEW Y					STREET	
39240	VEHICLE & TRAFFIC STOP	05/29/2017 00:45	05/28/2017 11:21	05/29/2017	CLOSED BY INVESTIGATION	05/29/2017
SANTA CLARA AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
39241	VEHICLE & TRAFFIC STOP	05/29/2017 01:27	05/28/2017 11:21	05/29/2017	CLOSED BY INVESTIGATION	05/29/2017
MAIN STREET TUPPER LAKE, NEW YORK 12986					STREET	
39246	VEHICLE & TRAFFIC STOP	05/29/2017 18:32	05/28/2017 11:21	05/29/2017	CLOSED BY INVESTIGATION	05/29/2017
SANTA CLARA AVE TUPPER LAKE, NEW YORK 12986					STREET	
39248	VEHICLE & TRAFFIC STOP	05/29/2017 23:04	05/29/2017 19:16	05/29/2017	CLOSED BY INVESTIGATION	05/29/2017
MAIN ST TUPPER LAKE, NEW YORK 12986					STREET	
39252	VEHICLE & TRAFFIC STOP	05/30/2017 19:15	05/29/2017 19:16	05/30/2017	CLOSED BY INVESTIGATION	05/30/2017
DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986		DOLLAR GENERAL			STREET	
39253	VEHICLE & TRAFFIC STOP	05/30/2017 23:02	05/29/2017 19:16	05/30/2017	CLOSED BY INVESTIGATION	05/30/2017
STATE ROUTE 3 TUPPER LAKE, NEW YORK 12986					STREET	
39257	VEHICLE & TRAFFIC STOP	05/31/2017 20:38	05/31/2017 17:30	05/31/2017	CLOSED BY INVESTIGATION	05/31/2017
WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986					STREET	
39258	VEHICLE & TRAFFIC STOP	05/31/2017 21:47	05/31/2017 17:30	05/31/2017	CLOSED BY INVESTIGATION	05/31/2017
WAWBEEK AVENUE STATE ROUTE 30 TUPPER LAKE, NEW Y					STREET	

SJS INCIDENT TYPES BETWEEN 05/01/2017 AND 05/31/2017

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

Print Date/Time: 06/21/2017 7:47:34

Incident Number	Incident Type	From	To	Report Date	Status	Status Date
Incident Address Information		Business Name			Location Type	
39055	WATER AND SEWER	05/08/2017 23:23	05/08/2017 23:25	05/08/2017	CLOSED BY INVESTIGATION	05/08/2017
90 DEMARS BOULEVARD BLDG 3 TUPPER LAKE, NEW YORK		VILLAGE OF TUPPER LAKE LIFT STATION			FACTORY/MILL/PLANT	
39225	WATER AND SEWER	05/28/2017 12:28	05/28/2017 11:21	05/28/2017	PENDING INVESTIGATION	05/28/2017
50 PINE STREET TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
39050	WELFARE CHECK OF PERSON	05/08/2017 13:24	05/04/2017 21:25	05/08/2017	CLOSED BY INVESTIGATION	05/08/2017
81 IVY TERRACE TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	
39080	WELFARE CHECK OF PERSON	05/11/2017 11:26	05/11/2017 02:57	05/11/2017	CLOSED BY INVESTIGATION	05/11/2017
WASHINGTON STREET TUPPER LAKE, NEW YORK 12986						
39097	WELFARE CHECK OF PERSON	05/14/2017 03:59	05/13/2017 07:26	05/14/2017	CLOSED BY INVESTIGATION	05/14/2017
4 FIRST STREET TUPPER LAKE, NEW YORK 12986					SINGLE FAMILY HOME	

Records Returned: 257

calls in Town only

Incident Location Report TUPPER LAKE POLICE DEPARTMENT

From 05/01/2017 to 05/31/2017

Print Date: 06/21/2017
Print Time: 7:48:10

Incident Number	Incident Type	From	To	Status	Report Date
39016	VEHICLE-DMV SUSPENSION OR	05/03/2017 19:33	05/03/2017 21:00	ARREST - ADULT	05/03/2017

Location Type	Incident Address Information	Business Name
STREET	STATE ROUTE 3/30 294 HOSLEY AVENUE TUPPER LAKE, NEW YORK 12986	

Incident Number	Incident Type	From	To	Status	Report Date
39085	VEHICLE-VEHICLE & TRAFFIC STOP	05/12/2017 19:10		CLOSED BY INVESTIGATION	05/12/2017

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

Incident Number	Incident Type	From	To	Status	Report Date
39086	PROPERTY-PROPERTY FOUND	05/12/2017 19:30		CLOSED BY INVESTIGATION	05/12/2017

Location Type	Incident Address Information	Business Name
STREET	SOUTH LITTLE WOLF ROAD TUPPER LAKE, NEW YORK 12986	

Incident Number	Incident Type	From	To	Status	Report Date
39105	VILLAGE UTILITIES-ELECTRIC	05/16/2017 16:07		CLOSED BY INVESTIGATION	05/16/2017

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

Incident Number	Incident Type	From	To	Status	Report Date
39117	AID-ASSIST CITIZEN	05/17/2017 5:50		CLOSED BY INVESTIGATION	05/17/2017

Location Type	Incident Address Information	Business Name
STREET	26 ISABELLE AVENUE TUPPER LAKE, NEW YORK 12986	

Incident Number	Incident Type	From	To	Status	Report Date
39115	RESCUE-ASSIST RESCUE CALL	05/17/2017 17:18	05/17/2017 17:24	CLOSED BY INVESTIGATION	05/17/2017

Location Type	Incident Address Information	Business Name
SINGLE FAMILY HOME	55 BUSHEY AVENUE TUPPER LAKE, NEW YORK 12986	

Incident Number	Incident Type	From	To	Status	Report Date
39187	VEHICLE-VEHICLE & TRAFFIC STOP	05/26/2017 10:51	05/26/2017 10:56	CLOSED BY INVESTIGATION	05/26/2017

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

Incident Location Report TUPPER LAKE POLICE DEPARTMENT

From 05/01/2017 to 05/31/2017

Print Date: 06/21/2017
Print Time: 7:48:10

Incident Number	Incident Type	From	To	Status	Report Date
39197	VEHICLE-VEHICLE & TRAFFIC STOP	05/27/2017 9:11		CLOSED BY INVESTIGATION	05/27/2017

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

Incident Number	Incident Type	From	To	Status	Report Date
39198	VEHICLE-VEHICLE & TRAFFIC STOP	05/27/2017 9:27		CLOSED BY INVESTIGATION	05/27/2017

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

Incident Number	Incident Type	From	To	Status	Report Date
39202	VEHICLE-VEHICLE & TRAFFIC STOP	05/27/2017 15:29		CLOSED BY INVESTIGATION	05/27/2017

Location Type	Incident Address Information	Business Name
STREET	ST RT 30 AND ST RT 3 TUPPER LAKE, NEW YORK 12986	

Incident Number	Incident Type	From	To	Status	Report Date
39204	VEHICLE-VEHICLE & TRAFFIC STOP	05/27/2017 15:51		CLOSED BY INVESTIGATION	05/27/2017

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

Incident Number	Incident Type	From	To	Status	Report Date
39211	VEHICLE-VEHICLE & TRAFFIC STOP	05/27/2017 21:49		CLOSED BY INVESTIGATION	05/27/2017

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

Incident Number	Incident Type	From	To	Status	Report Date
39223	VEHICLE-DMV SUSPENSION OR	05/28/2017 10:27	05/28/2017 11:21	ARREST - ADULT	05/28/2017

Location Type	Incident Address Information	Business Name
STREET	MUSEUM DRIVE TUPPER LAKE, NEW YORK 12986	

Incident Number	Incident Type	From	To	Status	Report Date
39227	VEHICLE-RECKLESS DRIVING	05/28/2017 15:16		CLOSED BY INVESTIGATION	05/28/2017

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

Incident Location Report TUPPER LAKE POLICE DEPARTMENT

From 05/01/2017 to 05/31/2017

Print Date: 06/21/2017
Print Time: 7:48:10

Incident Number	Incident Type	From	To	Status	Report Date
39253	VEHICLE-VEHICLE & TRAFFIC STOP	05/30/2017 23:02		CLOSED BY INVESTIGATION	05/30/2017

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

TUPPER LAKE POLICE DEPARTMENT List of Arrests

LIST OF ARRESTS

Print Date: 06/21/2017
Print Time: 7:53:50

Selection Criteria

ORI: NY0162000 TUPPER LAKE POLICE DEPARTMENT
Date From: 05/01/2017
Date To: 05/31/2017
Sorted By: Date Of Arrest

ORI: NY0162000

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
05/03/2017 19:33	25306	[redacted]	6048	294 HOSLEY AVENUE TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 05/03/2017 19:33

LAW	Article/Section	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS
VTL	0511	02A4	U	M	2	C	AGG UNLIC OPER-2ND: 3/MORE OPEN SUSPE	1
VTL	0509	01		I	0	C	OPERATE MV BY UNLICENSD DRIVER	1
VTL	1225-C	02A		I	0	C	OPERATE MV ON PUBLIC HIGHWAY WHILE	1

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
05/04/2017 07:58	16185	[redacted]	6053	LAKE STREET TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 05/04/2017 07:55

LAW	Article/Section	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS
VTL	0319	01U		I	0	C	OPERATE MOTOR VEHICLE WITHOUT INSUR	1
VTL	0511	01A	U	M	3	C	AGGRAVATED UNLICENSED OPERATION OF	1
VTL	0512		U	M	0	C	OPER MV-REGISTRATION SUSPENDED	1

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
05/04/2017 21:07	25308	[redacted]	6049	MAIN STREET TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 05/04/2017 20:54

LAW	Article/Section	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS
VTL	1120	0A		I	0	C	FAIL TO KEEP RIGHT-2 LANE ROAD	1
PL	221.05			V	0	C	UNLAWFUL POSSESSION OF MARIHUANA	1
VTL	1128	0A		I	0	C	MOVED FROM LANE UNSAFELY	1
PL	220.06	01	D	F	5	C	CRIM POSS CONTRL SUB/W/INT/SEL	2

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
05/05/2017 08:15	25309	[redacted]	6050	PARK STREET TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 05/05/2017 07:49

LAW	Article/Section	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS
PL	221.20		E	F	3	C	CRIMINAL POSSESSION MARIHUANA-3RD: V	1
VTL	0375	30		I	0	C	OPER MV WITH OBSTRUCTED VISION	1
VTL	1129	0A		I	0	C	FOLLOWING TOO CLOSE	1

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
05/06/2017 02:55	13403	[redacted]	6051	[redacted] TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 05/06/2017 02:37

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

Selection Criteria

ORI: NY0162000 TUPPER LAKE POLICE DEPARTMENT
Date From: 05/01/2017
Date To: 05/31/2017
Sorted By: Date Of Arrest

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
05/09/2017 08:45	23808	[redacted]	6052	[redacted] TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 05/09/2017 08:36

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

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
05/09/2017 14:32	25326	[redacted]	6065	DEMARS BOULEVARD TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 05/09/2017 14:32

LAW	Article/Section	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS
VTL	0512		U	M	0	C	OPER MV-REGISTRATION SUSPENDED	1

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
05/15/2017 17:15	23958	[redacted]	6055	53 PARK STREET TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 07/19/2016 13:45

LAW	Article/Section	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS
PL	190.05	01	B	M	0	C	ISS BAD CHK W/KNOW INSUFF FUND	1

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
05/18/2017 12:10	25329	[redacted]	6058	WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 05/18/2017 12:04

LAW	Article/Section	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS
VTL	0375	30		I	0	C	OPER MV WITH OBSTRUCTED VISION	1
VTL	0511	02A4	U	M	2	C	AGG UNLIC OPER-2ND: 3/MORE OPEN SUSPE	1

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
05/18/2017 15:10	25328	[redacted]	6056	WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 05/18/2017 15:04

LAW	Article/Section	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS
PL	221.05			V	0	C	UNLAWFUL POSSESSION OF MARIHUANA	1
VTL	0375	30		I	0	C	OPER MV WITH OBSTRUCTED VISION	1
VTL	0402	01		I	0	C	REGIS PLATE DISPLAY VIOLATION	1
VTL	0511	01A	U	M	3	C	AGGRAVATED UNLICENSED OPERATION OF	1

Selection Criteria

ORI: NY0162000 TUPPER LAKE POLICE DEPARTMENT
Date From: 05/01/2017
Date To: 05/31/2017
Sorted By: Date Of Arrest

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
05/18/2017 19:00	8765	[redacted]	6057	76 MAIN STREET TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 04/05/2017 15:20

LAW	Article/Section	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS
PL	145.05	02	E	F	3	C	CRIMINAL MISCHIEF 3RD:DAMAGE ANOTHE	1
PL	215.50	03	A	M	2	C	DISOBEY MANDATE EXC JL 753A-2	1

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
05/23/2017 16:40	25333	[redacted]	6061	WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 05/23/2017 16:21

LAW	Article/Section	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS
PL	221.05			V	0	C	UNLAWFUL POSSESSION OF MARIHUANA	1
VTL	0375	30		I	0	C	OPER MV WITH OBSTRUCTED VISION	1

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
05/26/2017 12:27	3433	[redacted]	6059	[redacted] TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 05/26/2017 12:18

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

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
05/26/2017 18:45	11824	[redacted]	6060	WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 05/26/2017 18:40

LAW	Article/Section	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS
PL	221.10	02	B	M	5	C	CRIM POSSESSION MARIHUANA 5TH: WEIGH	1
VTL	0375	30		I	0	C	OPER MV WITH OBSTRUCTED VISION	1

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
05/27/2017 20:16	25338	[redacted]	6062	PARK STREET TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 05/27/2017 19:57

LAW	Article/Section	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS
VTL	0511	02A4	U	M	2	C	AGG UNLIC OPER-2ND: 3/MORE OPEN SUSPE	1
VTL	0375	31		I	0	C	MUFFLER EXHAUST SYSTEM VIOL	1

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
05/28/2017 00:28	25339	[redacted]	6063	WAWBEEK AVENUE TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 05/28/2017 00:22

LAW	Article/Section	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS
VTL	0511	01A	U	M	3	C	AGGRAVATED UNLICENSED OPERATION OF	1
VTL	0375	2A4		I	0	C	EQUIPMENT VIOLATION-NO/INADEQUATE P	1

Print Date: 06/21/2017
Print Time: 7:53:50

Selection Criteria

ORI: NY0162000 TUPPER LAKE POLICE DEPARTMENT
Date From: 05/01/2017
Date To: 05/31/2017
Sorted By: Date Of Arrest

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
05/28/2017 10:37	25343	[redacted]	6068	MUSEUM DRIVE TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 05/28/2017 10:27

LAW	Article/Section	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS
VTL	0509	01		I	0	C	OPERATE MV BY UNLICENSD DRIVER	1
VTL	0512		U	M	0	C	OPER MV-REGISTRATION SUSPENDED	1

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
05/28/2017 11:39	14951	[redacted]	6069	HOSLEY AVENUE TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 05/28/2017 11:36

LAW	Article/Section	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS
VTL	0512		U	M	0	C	OPER MV-REGISTRATION SUSPENDED	1

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
05/29/2017 19:07	24916	[redacted]	6074	ARDEN STREET TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 05/29/2017 19:07

LAW	Article/Section	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS
ABC	065-C			V	0	C	UNLAW POSS ALCOHOL PERSON UNDER 21	1

Arrest Date	SJS Id	Arrestee Name (last, first, middle)	Arrest Number	Arrest Location	Arrest Agency ORI
05/30/2017 08:17	15221	[redacted]	6064	116 IVY TERRACE TUPPER LAKE, NEW YORK 12986	TUPPER LAKE POLICE DEPARTMENT

Date Reported: 05/08/2017 20:24

LAW	Article/Section	SUB	CL	CAT	DEG	ATT	NAME OF OFFENSE	CTS
PL	215.50	03	A	M	2	C	DISOBEY MANDATE EXC JL 753A-2	1

Group Total Records: 20
Total Records: 20

UTT Report by Date

From 05/01/2017 to 05/31/2017

Date	Officer Name	Badge	Case Number	Section And Offense		Status	Location	Local Code
05/31/2017	NASON JORDAN	4062	501170ZHW2	5111A	AGGRAVATED UNLIC OP 3RD (MISD)	7	MAIN STREET	1720
05/31/2017	NASON JORDAN	4062	501170ZHZP	3752A4	NO/INADEQUATE PLATE LAMPS	7	MAIN STREET	1720
05/30/2017	PEETS JAY	9637	TLPC70TR58	306B	UNINSPECTED MOTOR VEHICLE	7	DEMARS BOULEVARD	1720
05/29/2017	GRIFFIN TROY	109	501070QG91	1229C3	NO SEAT BELT	7	SANTA CLARA	1720
05/28/2017	GRIFFIN TROY	109	TLPC70L8GG	5091	UNLICENSED OPERATOR	7	HOSLEY AVENUE	1720
05/28/2017	NASON JORDAN	4062	501170JV1W	3752A4	NO/INADEQUATE PLATE LAMPS	7	WAWBEEK AVENUE	1720
05/28/2017	GRIFFIN TROY	109	TLPC70L6HV	512	OPERATING WHILE REGISTRATION SUSP/REVOKE	7	HOSLEY AVENUE	1720
05/28/2017	GRIFFIN TROY	109	TLPC70LBLN	512	OPERATING WHILE REGISTRATION SUSP/REVOKE	7	HOSLEY AVENUE	1720
05/28/2017	NASON JORDAN	4062	501170JTWM	5111A	AGGRAVATED UNLIC OP 3RD (MISD)	7	WAWBEEK AVENUE	1720
05/28/2017	GRIFFIN TROY	109	TLPC70KWXQ	1229C3	NO SEAT BELT	7	PARK STREET	1720
05/27/2017	PEETS JAY	9637	501070GTX1	37530	DRIVERS VIEW OBSTRUCTED	7	STATE ROUTE 3/30	1720
05/27/2017	GRIFFIN TROY	109	TLPC70HPGS	1229C3	NO SEAT BELT	7	STETSON ROAD	1720
05/27/2017	NASON JORDAN	4062	TLPB70JB1K	5112A4	AGGRAVATED UNLICENSED OPERATION - 2ND DEG	7	PARK STREET	1720
05/27/2017	NASON JORDAN	4062	TLPB70JBFL	37531	INADEQUATE/NO MUFFLER	7	PARK STREET	1720
05/27/2017	GRIFFIN TROY	109	TLPC70H319	37512AB2	SIDEWINGS/SIDEWINDOWS/NON/TRASNPRNT	7	STETSON ROAD	1720
05/26/2017	NASON JORDAN	4062	TLP470DXSJ	37530	DRIVERS VIEW OBSTRUCTED	7	WAWBEEK AVENUE	1720
05/23/2017	NASON JORDAN	4062	50117031QZ	37530	DRIVERS VIEW OBSTRUCTED	7	WAWBEEK AVENUE	1720
05/19/2017	KENNEDY HEATHE	5680	TLPC6ZNMZ3	1180D	SPEED IN ZONE	7	MAIN STREET	1720
05/18/2017	NASON JORDAN	4062	50116ZJDK0	37530	DRIVERS VIEW OBSTRUCTED	7	WAWBEEK AVENUE	1720
05/18/2017	NASON JORDAN	4062	TLPB6ZK3JW	4021	NO DISTINCTIVE PLATE/INSECURE/DIRTY	7	WAWBEEK AVENUE	1720
05/18/2017	NASON JORDAN	4062	TLPB6ZK3HP	5111A	AGGRAVATED UNLIC OP 3RD (MISD)	7	WAWBEEK AVENUE	1720
05/18/2017	NASON JORDAN	4062	TLPB6ZK384	37530	DRIVERS VIEW OBSTRUCTED	7	WAWBEEK AVENUE	1720
05/18/2017	NASON JORDAN	4062	50116ZJDP7	5112A4	AGGRAVATED UNLICENSED OPERATION - 2ND DEG	7	WAWBEEK AVENUE	1720
05/18/2017	PEETS JAY	9637	TLP46ZKX2H	6001A	LEAVING/SCENE PROPERTY DAMAGE ACC.	7	294 HOSLEY AVENUE	1720
05/17/2017	DANA MATTHEW	5671	50106ZFWXL	1162	UNSAFE STARTING	7	FIRST STREET	1720
05/17/2017	PEETS JAY	9637	50106ZGN3H	1229C3	NO SEAT BELT	7	MAIN STREET	1720
05/17/2017	DANA MATTHEW	5671	50106ZFX4M	1180A	SPEED NOT REASONABLE & PRUDENT	7	FIRST STREET	1720
05/10/2017	VAILLANCOURT MI	100	TLPC6XPV90	3752A1	NO/INADEQUATE LIGHTS	7	LAKE STREET	1720
05/10/2017	VAILLANCOURT MI	100	TLPC6XPS28	3752A3	NO/INSUFFICIENT TAIL LAMPS	7	MCLAUGHLIN AVENUE	1720
05/09/2017	GRIFFIN TROY	109	TLPC6XKXFN	512	OPERATING WHILE REGISTRATION SUSP/REVOKE	7	LAKE STREET	1720
05/08/2017	PEETS JAY	9637	50106XG1VD	306B	UNINSPECTED MOTOR VEHICLE	7	BOYER AVENUE	1720

Date	Officer Name	Badge	Case Number	Section And Offense		Status	Location	Local Code
05/08/2017	PEETS JAY	9637	50106XGDMV	1180D	SPEED IN ZONE	7	DEMARS BOULEVARD	1720
05/08/2017	PEETS JAY	9637	50106XG3SF	37530	DRIVERS VIEW OBSTRUCTED	7	DEMARS BOULEVARD	1720
05/08/2017	GRIFFIN TROY	109	TLPC6XGSFD	1229C3	NO SEAT BELT	7	STATE ROUTE 30	1720
05/06/2017	VAILLANCOURT MI	100	TLPC6X92S6	3752A1	NO/INADEQUATE LIGHTS	7	DEMARS BLVD	1720
05/05/2017	NASON JORDAN	4062	TLP46X4NJN	1129A	FOLLOWING TOO CLOSELY	7	PARK STREET	1720
05/05/2017	NASON JORDAN	4062	TLP46X4N94	37530	DRIVERS VIEW OBSTRUCTED	7	PARK STREET	1720
05/05/2017	VAILLANCOURT MI	100	TLPC6X5V4F	3752A1	NO/INADEQUATE LIGHTS	7	DEMARS BLVD	1720
05/04/2017	GRIFFIN TROY	109	TLPC6X11WF	3191U	OPERATING WITHOUT INSURANCE	7	LAKE STREET	1720
05/04/2017	GRIFFIN TROY	109	TLPC6X123W	5111A	AGGRAVATED UNLIC OP 3RD (MISD)	7	LAKE STREET	1720
05/04/2017	GRIFFIN TROY	109	TLPC6X126L	512	OPERATING WHILE REGISTRATION SUSP/REVOKE	7	LAKE STREET	1720
05/04/2017	PEETS JAY	9637	TLP46X357F	1120A	FAILED TO KEEP RIGHT	7	MAIN STREET	1720
05/04/2017	PEETS JAY	9637	TLP46X35WV	1128A	MOVED FROM LANE UNSAFELY	7	MAIN STREET	1720
05/03/2017	PEETS JAY	9637	TLPB6WZHMG	1225C2A	OP MV- MOBILE PHONE	7	STATE ROUTE 3/30	1720
05/03/2017	GRIFFIN TROY	109	TLPC6WXPJZ	37535A	PROHIBITED USE/STUD TIRES 5/1-10/15	7	HOSLEY AVENUE	1720
05/03/2017	PEETS JAY	9637	TLPB6WZHKH	5091	UNLICENSED OPERATOR	7	STATE ROUTE 3/30	1720
05/03/2017	PEETS JAY	9637	TLPB6WZHC4	5112A4	AGGRAVATED UNLICENSED OPERATION - 2ND DEG	7	STATE ROUTE 3/30	1720
05/03/2017	PEETS JAY	9637	TLPB6WZGXX	5112A4	AGGRAVATED UNLICENSED OPERATION - 2ND DEG	7	STATE ROUTE 3/30	1720
05/03/2017	PEETS JAY	9637	TLPB6WZGTF	5091	UNLICENSED OPERATOR	7	STATE ROUTE 3/30	1720
05/03/2017	PEETS JAY	9637	TLPB6WZFWH	1225C2A	OP MV- MOBILE PHONE	7	STATE ROUTE 3/30	1720
05/01/2017	PEETS JAY	9637	TLPC6WNRBZ	1172A	FLD TO STOP @ STOP SIGN	7	SANTA CLARA/DEMARS BOULE	1720

Summary

Query returned 51 records.

Fuel History

Status: All *Vehicle ID: 5010 Interc Start Date: 5/1/2017* *End Date: 5/31/2017*

Date	Note		Odometer	Unit Cost	Qty	Cost
5010 Interc	2016 Ford Intercepter	SUV		5010	17303	
5/ 1/2017			14873	$0.000	12.000	$0.00
5/ 4/2017			14930	$0.000	4.800	$0.00
5/ 8/2017			15068	$0.000	10.000	$0.00
5/ 9/2017			15195	$0.000	9.700	$0.00
5/10/2017			15375	$0.000	11.500	$0.00
5/16/2017			15647	$0.000	7.400	$0.00
5/18/2017			15778	$0.000	9.100	$0.00
5/21/2017			15941	$0.000	11.800	$0.00
5/25/2017			16094	$0.000	11.400	$0.00
5/27/2017			16281	$0.000	4.500	$0.00
5/28/2017			16418	$0.000	10.400	$0.00
5/30/2017			16585	$0.000	7.500	$0.00

Total Miles:	1712	CPM:	$0.000	Total:	$0.00
Total Fuel:	110.100	CPG:	$0.000	MPG:	15.55

Vehicle Count 1

Total Miles:	1712	CPM:	$0.000	Total:	$0.00
Total Fuel:	110.100	CPG:	$0.000	MPG:	15.55

Fuel History

Status: All *Vehicle ID: 5012 Char Start Date: 5/1/2017* *End Date: 5/31/2017*

Date	Note	Odometer	Unit Cost	Qty	Cost
5012 Charg	2012 Dodge Charger 4DSD		5012	339078	
5/ 1/2017		77466	$0.000	12.200	$0.00
5/ 2/2017		77534	$0.000	7.500	$0.00
5/ 4/2017		77687	$0.000	14.300	$0.00
5/ 6/2017		77822	$0.000	12.900	$0.00
5/ 7/2017		77944	$0.000	10.200	$0.00
5/ 8/2017		78016	$0.000	7.700	$0.00
5/ 9/2017		78101	$0.000	6.500	$0.00
5/10/2017		78152	$0.000	6.600	$0.00
5/12/2017		78299	$0.000	13.000	$0.00
5/14/2017		78461	$0.000	11.600	$0.00
5/17/2017		78567	$0.000	8.800	$0.00
5/20/2017		78754	$0.000	13.700	$0.00
5/22/2017		78890	$0.000	11.300	$0.00
5/23/2017		79107	$0.000	11.200	$0.00
5/25/2017		79254	$0.000	10.300	$0.00
5/28/2017		79420	$0.000	15.400	$0.00
5/30/2017		79563	$0.000	12.000	$0.00

Total Miles:	2097	CPM:	$0.000	Total:	$0.00
Total Fuel:	185.200	CPG:	$0.000	MPG:	11.32

Vehicle Count 1

Total Miles:	2097	CPM:	$0.000	Total:	$0.00
Total Fuel:	185.200	CPG:	$0.000	MPG:	11.32

AUCTIONS INTERNATIONAL
PROFESSIONAL AUCTIONEERS

Please Note: We are no longer accepting AmEx cards at this time.
If you had an AmEx card linked to your profile please log in to your member's area, update your payment preferences, log out and log back in.

Questions? Problem? Help?
Bidding support is available M-F from 9 AM-5PM EST.
Contact us or call (800) 536-1401 x131.
For customer service after 5PM EST and Saturdays 10AM-5PM call 800-536-1401 option 1 from the menu.

Dashboard

- Auction Bid Gallery
- Download Catalog
- Increments Table
- Follow This Auction
- Add to Calendar

Auction Information

Village of Tupper Lake #11042
ONLINE-ONLY AUCTION with 5 lots

Auction Bid Gallery

Bidding Starts: Wednesday, June 7, 2017 at 11:02:00 am ET

Bidding Ends: Tuesday, June 20, 2017 between 07:20:00 pm and 07:27:04 pm ET

See individual items for exact closing times.

Location: 195 McLaughlin Ave , Tupper Lake, Franklin, NY 12986

Questions & Inspection: SEE INDIVIDUAL AUCTIONS FOR CONTACT PERSON

****Approval Meeting 6/21/2017****

Order an inspection from WeGoLook

Payment Terms: Payment will be due immediately upon notification of seller approval by email invoice, after the Seller approves the bids. After you receive the invoice, you will have five (5) business days to get your payment mailed to our office, or your account will be suspended, and the item will be awarded to the backup-bidder, or re-listed. Please mail payment in certified funds or money order to: Auctions International, 11167 Big Tree Road, East Aurora, NY 14052. Payment questions? Please Call 1-800-536-1401 x135. GENERAL QUESTIONS: email service@auctionsinternational.com

Payment Methods: We accept cash, cashier's check, wire/bank transfer and credit cards.

Out-of-State Buyers: Buyers outside of New York State need to send us a completed **NY State DTF Form** before we can remove sales tax from their invoices.

Buyer's Premium: There is a 14% Buyer's Premium in effect for this auction.

Village of Tupper Lake #11042

All items closed

Page 1 of 1 | Sort by Lot Number: lowest fir

Lot #0001

2003 Freighliner FL80 50' Bucket Truck

#1 firecontrol
Current $7,800.00
Min. Bid $7,900.00
closed
More Info...

Lot #0002

York 3' Walk Behind Power Broom Model

#1 jeremy42
Current $430.00
Min. Bid $440.00
closed
More Info...

Lot #0003

Lot of 6 3/8" x 24" Sweeper Wafers-

#1 me11777
Current $230.00
Min. Bid $240.00
closed
(bidding was extended)
More Info...

Lot #0004

North Star 220v Industrial Hot Water

#1 Watchmaker1961
Current $500.00
Min. Bid $510.00
closed
More Info...

Lot #0005

2008 Kaufman 22' Trailer

#1 paving1978
Current $3,250.00
Min. Bid $3,300.00
closed
More Info...

Page 1 of 1 | Sort by Lot Number: lowest fir

Removal Terms
This item cannot be shipped. Buyer solely responsible for removal of items from seller's premises within (10) Business Days after bid approval. Buyer must contact the seller to schedule a removal appointment, before access will be granted to the merchandise. All sales are final. No refunds will be issued. Items left on seller's premises after the designated pickup deadline are subject to re-possession by the seller. If you are going to have trouble picking your purchased items up by the deadline, call our office immediately!

Terms of Sale
Item(s) sold SUBJECT to seller's approval after bids close. For payments made with cash, money order, ACH check, guaranteed funds (cashiers check, bank check, certified check) or cash directly deposited into a Key Bank a discounted buyer's premium of 10% will be added to the high bid price. For payments made by wire transfer, a transaction fee of $15.00 will be added on top of the discounted 10% buyers premium to cover the bank service charge. Please make all payments payable to: Auctions International Inc. A 14% non-discounted buyer's premium will be added to the high bid price for payments made with credit cards and debit cards. Applicable sales tax(es) will be charged on all items. Note: we no longer accept personal and/or company checks. Payments are to be made online or to the East Aurora office only. Payments must be received within (5) business days from invoice date. All sales are final. No refunds will be issued. Items are sold as-is, where-is, with no warranty written or implied. Buyer is responsible for inspecting the item (s) before placing bids and prompt item removal within ten (10) business days after receipt of invoice. Seller is NOT responsible for providing tools or heavy equipment to aid in removal. Items left on seller's premises after this removal deadline will revert back to possession of the seller, with no refund.

Featured Auctions

Town of Marbletown #11068
AUCTION BIDDING NOW!
Wed, June 07 - Wed, June 21

McGraw CSD #11012
AUCTION BIDDING NOW!
Wed, June 07 - Wed, June 21

Business Liquidation #10527
AUCTION BIDDING NOW!
Wed, June 07 - Wed, June 21

Southampton UFSD #11091
AUCTION BIDDING NOW!
Wed, June 07 - Wed, June 21

Secured Creditor Business Liquidation #11064 **Updated**
AUCTION BIDDING NOW!

© 2017 Auctions International, Inc. - Traditional & Online Auctioneers - 11167 Big Tree Rd (20-A), East Aurora, NY 14052 All Rights Reserved. Contact our main office at 1-800-536-1401
Mon-Fri from 9 am to 5 pm EST.
Active Users: 560

NEW YORK STATE OF OPPORTUNITY. | Office for People With Developmental Disabilities

ANDREW M. CUOMO
Governor

KERRY A. DELANEY
Acting Commissioner

To: Mary Casagrain, Bob DeGrace, Mark Exware, and the Village Board

The staff and residents of 57 and 61 Haymeadow Rd would like to thank you for your efforts in cleaning the pavement at both sites. After a very icy winter there was a tremendous amount of sand in both driveways and Mr. Exware did an excellent job cleaning it for us. We would like to thank Mrs. Casagrain for contacting the Board, the Board for approving the shared service, Mr. DeGrace for scheduling the service, and Mr. Exware for completing the service. It was beneficial for both the residents and staffs' safety as well as for the appearance of the residence and neighborhood. Thank you.

Jason Rolley, DA III

5/24/17

Developmental Disabilities State Operations Office 3
2445 State Route 30, Tupper Lake, NY 12986 | TEL: 518-359-3311, FAX: 518-359-4491 | www.opwdd.ny.gov

Subject: Bid Award Documents - Contract 1 - North Country Contractors
From: "Whitmarsh, Deborah" <Deborah.Whitmarsh@C2AE.COM>
Date: 6/20/2017 2:14 PM
To: "Village of Tupper Lake (villtupplake@centralny.twcbc.com)" <villtupplake@centralny.twcbc.com>
CC: "Feuka, Kevin" <kevin.feuka@C2AE.COM>, Carrie Tuttle <ctuttle@danc.org>

Hi Mary,

Kevin Feuka asked me to send you copies of the Bid Award Letter and associated documents. I'm sending a separate email for each contract. The documents are listed below:

Contract 1 – North Country Contractors:

- Cover Letter – recommending award (C2AE to Village of Tupper Lake)
- Bid Results as recorded at opening (for your reference)
- Bid Tabulations with Extensions (detailing bids) (I printed this one on 11" x 17" because it is so big. I can send you hard copies for your files if that's easier.) (for your reference)
- Notice of Award (you should have four originals signed so that when finished there is a full set of award documents for Village, Attorney, Contractor and Engineer. EFC will accept a copy) Return to C2AE for submission to contractor.
- Sample Agreement (for reference only.) Original copies will be signed by the contractor first, returned with Bonds and Insurance and reviewed by your attorney before Village signs.

Action Item: If Village concurs with award, have Mayor sign four (4) original Notices of Award and return all to C2AE for award package to be sent to contractors. All other documents are provided for your records and/or reference.

After your attorney is satisfied with Agreements, Bonds and Insurances, then we'll coordinate a Notice to Proceed date with you and contractor.

If you have any issues with the folders and documents, or if you have any questions, please let us know.

Thanks,
Deb Whitmarsh
Operations Coordinator

C2AE
architecture | engineering
70 Main Street
Canton, NY 13617
O: 315.386.2623
Direct Line: 315.714.5184

www.c2ae.com – **Infrastructure that enables, Architecture that empowers.**

—Attachments:

130223_17JuneLetrRecommendingAwardCont1.pdf	95.5 KB
130223_Contract1_BidRecordAtOpening.pdf	14.2 KB
130223_Contract1_BidTabExtensions.pdf	123 KB
130223NoticeOfAwardNCC.DOC	36.0 KB
Contract1_SAMPLE_Agreement.pdf	6.9 MB

Capital Consultants Architecture and Engineering
70 Main St.
Canton, NY 13617
O: 315.386.2623
www.c2ae.com

June 7, 2017

Mr. Paul A. Maroun, Mayor
Village of Tupper Lake
P.O. Box 1290
53 Park Street
Tupper Lake, NY 12986 - 0290

Re: Water System Improvements Project
Contract 1 – Water Distribution System

Dear Mayor Maroun:

We evaluated the bids received on May 23, 2017 for the above referenced project. We have enclosed a copy of the bid results and extensions, for your reference.

The low bidder for Contract No. 1 – Water Distribution System was North Country Contractors LLC with a base bid price of $2,369,999. They stated that they feel comfortable with their bid price and ability to perform the work. We have worked with North Country Contractors and have found no major issues with their capabilities. Based on the bid results, the above information and the Contract Specifications, we recommend awarding the project as follows only after approval of the Village's attorney:

> Contract No. 1 – Water Distribution System to North Country Contractors LLC, 23892 US Rt. 11, Calcium, NY 13616, for the base bid of $2,369,999.

Per Project Specifications Section 01030 – Alternates, we further recommend award of any alternates be deferred for consideration at a later date. Future award of any or all alternates can be accomplished per contract change order with North Country Contractors.

Also enclosed are four (4) copies of the Notice of Award (NOA), for your execution. The signed NOAs should be returned to us so we may forward to the contractor along with the proposed Agreement for their execution and return with appropriate Bonds and Insurance documents. A copy of the proposed Agreement is also enclosed for your reference. Upon return, we will forward a copy of all contractor forms for your attorney's review and concurrence before you execute the Agreements. Once the agreement is in place, we will help you coordinate a Notice to Proceed date.

Should you have any questions, please contact our office.

Very truly yours,

Kevin P. Feuka, P.E.
Project Manager

c: Carrie Tuttle, DANC

I:\2013\130223_TupperLakeWaterUpgrd\Construction\Award\Contract1\130223_17JuneLetrRecommendingAward.docx

Village of Tupper Lake Water System Improvements Contract No. 1 - Water Distribution System Bid Opening May 23, 2017 2:00PM												
									Addenda			Bid Bond
	Contractor	Base Bid	Alt. A	Alt. B	Alt. C	Alt. D	Alt. E	Alt. F	#1	#2	#3	
1	North Country Contractors	$2,369,999.00	$136,940.00	$89,540.00	$59,430.00	$39,950.00	$199,390.00	$0.00	x	x	x	X
2	Highlander Construction	$2,775,432.00	$150,653.90	$83,566.00	$78,664.00	$47,943.00	$186,157.50	-$4,140.00	x	x	x	X
3	Luck Brothers, Inc.	$2,856,755.00	$156,492.00	$102,825.00	$68,650.00	$40,670.00	$169,187.00	-$13,800.00	x	x	x	X
4	Stark's Gravel & Excavat.	$2,889,959.00	$102,208.00	$66,739.00	$39,808.00	$27,985.00	$141,708.00		x	x	x	X
5	J.E. Sheehan	$2,966,825.00	$234,490.00	$93,360.00	$72,930.00	$37,850.00	$213,280.00	$1,380.00	x	x	x	X
6	Danko Construction	$3,085,308.00	$126,911.00	$62,968.00	$56,390.00	$32,815.00	$156,917.00	$27,600.00	x	x	x	X
7	Marcellus Construction	$3,140,095.00	$100,730.00	$66,860.00	$57,996.00	$32,350.00	$190,625.00	-$5,520.00	x	x	x	X
8	Reale Construction	$3,440,000.00	$230,000.00	$148,000.00	$100,000.00	$65,000.00	$304,000.00	$27,600.00	x	x	x	X

Alt A = Haymeadow Road
Alt B = Underwood Road
Alt C= Prospect Street
Alt D= Fuller Avenue
Alt E= Pine & Arthur Streets
Alt F= Deduct Section of HDPE/Replace with DIP

Contract #1 Item No.	Water Distribution System Improvements BASE BID	Est. Qty.	Unit	North Country Contractors Unit Price	U.P. x Q	Highlander Construction Unit Price	U.P. x Q	Luck Bros, Inc. Unit Price	U.P. x Q
01100.10	Mobilization	1	L.S.	$132,500.00	$132,500.00	$164,500.00	$164,500.00	$278,000.00	$278,000.00
02110.10	Clear and Grub	1	L.S.	$89,500.00	$89,500.00	$24,000.00	$24,000.00	$15,000.00	$15,000.00
02200.22	Test Pits	4	Ea.	$50.00	$200.00	$330.00	$1,320.00	$700.00	$2,800.00
02200.35	Rock Excavation in Trenches	700	CY	$100.00	$70,000.00	$146.00	$102,200.00	$12.00	$8,400.00
02200.40	Select Backfill	100	CY	$25.00	$2,500.00	$40.00	$4,000.00	$12.00	$1,200.00
02505.40	Undercut and Backfill	100	CY	$25.00	$2,500.00	$40.00	$4,000.00	$80.00	$8,000.00
02520.99	Miscellaneous Concrete	100	CY	$100.00	$10,000.00	$150.00	$15,000.00	$250.00	$25,000.00
02668.10	Hydrant Assembly, Complete	20	Ea.	$5,000.00	$100,000.00	$5,700.00	$114,000.00	$5,160.00	$103,200.00
02668.20	Connect to Existing Water Main	4	Ea.	$5,000.00	$20,000.00	$4,680.00	$18,720.00	$2,500.00	$10,000.00
02668.31.08	8" Gate Valve, Complete	8	Ea.	$1,000.00	$8,000.00	$1,575.00	$12,600.00	$1,575.00	$12,600.00
02668.31.12	12" Gatve Valve, Complete	13	Ea.	$1,500.00	$19,500.00	$2,200.00	$28,600.00	$3,150.00	$40,950.00
02668.40.08	8" DIP Water Main	4,500	L.F.	$60.00	$270,000.00	$73.00	$328,500.00	$58.00	$261,000.00
02668.40.12	12" DIP Water Main	200	L.F.	$75.00	$15,000.00	$197.00	$39,400.00	$62.00	$12,400.00
02668.41.12	12" HDPE Water Main	9,500	L.F.	$75.00	$712,500.00	$53.60	$509,200.00	$70.00	$665,000.00
02668.42.XX	12" HDPE Water Main Trenchless	4,000	L.F.	$75.00	$300,000.00	$77.00	$308,000.00	$100.00	$400,000.00
02668.45.1	Stream/Ditch/Wetland Crossing Complete	1	Ea.	$12,000.00	$12,000.00	$30,455.00	$30,455.00	$35,000.00	$35,000.00
02668.50.1	1" Copper Service Piping	140	L.F.	$25.00	$3,500.00	$5.70	$798.00	$30.00	$4,200.00
02668.50.2	2" Copper Service Piping	45	L.F.	$50.00	$2,250.00	$12.00	$540.00	$37.00	$1,665.00
02668.61.01	1" Water Service Taps	4	Ea.	$1,000.00	$4,000.00	$906.00	$3,624.00	$300.00	$1,200.00
02668.61.2	2" Water Service Taps	1	Ea.	$2,500.00	$2,500.00	$1,200.00	$1,200.00	$715.00	$715.00
02688.62	Connect New Line to Existing Water Service Line	5	Ea.	$500.00	$2,500.00	$770.00	$3,850.00	$105.00	$525.00
02668.67	Pipe Insulation	20	L.F.	$10.00	$200.00	$110.00	$2,200.00	$43.00	$860.00
02720.30	Hydrant Culverts	20	Ea.	$150.00	$3,000.00	$1,145.00	$22,900.00	$1,130.00	$22,600.00
02720.40	Driveway Culvert Replacement	5	Ea.	$150.00	$750.00	$1,070.00	$5,350.00	$1,130.00	$5,650.00
02900.10	Landscaping Plantings	2	Ea.	$250.00	$500.00	$600.00	$1,200.00	$530.00	$1,060.00
02930.85	Surface Restoration-($5/LF Min. Bid)	4,060	L.F.	$5.00	$20,300.00	$5.00	$20,300.00	$5.00	$20,300.00
02930.86	Surface Restoration Kildare Road	1	L.S.	$15,000.00	$15,000.00	$163,000.00	$163,000.00	$80,000.00	$80,000.00
02950.XX	Well Site Access Road	1	L.S.	$15,000.00	$15,000.00	$84,975.00	$84,975.00	$55,000.00	$55,000.00
02956.XX	Zone Separation	1	L.S.	$8,000.00	$8,000.00	$51,500.00	$51,500.00	$27,430.00	$27,430.00
260513.01/337119.01	Open Cut Underground Conduit and Primary	10,500	L.F.	$25.00	$262,500.00	$26.00	$273,000.00	$30.00	$315,000.00
337009.06	Trenchless Underground Conduit and Primary	4,000	L.F.	$25.00	$100,000.00	$57.00	$228,000.00	$60.00	$240,000.00
337119.02	Subsurface Sectionalizing Cabinets	25	Ea.	$5,000.00	$125,000.00	$6,600.00	$165,000.00	$6,300.00	$157,500.00
337119.03	Fused Sectionalizer Pad Mounted Switch Gear	1	Ea.	$20,799.00	$20,799.00	$16,700.00	$16,700.00	$21,300.00	$21,300.00
337119.04	Precast Electrical Concrete Manholes	4	Ea.	$5,000.00	$20,000.00	$6,700.00	$26,800.00	$5,800.00	$23,200.00
	TOTAL BASE				**$2,369,999.00**		**$2,775,432.00**		**$2,856,755.00**

Contract #1 Item No.	Haymeadow Road ALTERNATE A	Est. Qty.	Unit	North Country Contractors Unit Price	U.P. x Q	Highlander Construction Unit Price	U.P. x Q	Luck Bros, Inc. Unit Price	U.P. x Q
02200.22A	Test Pits	2	Ea.	$50.00	$100.00	$335.00	$670.00	$700.00	$1,400.00
2668.10A	Hydrant Assembly, Complete	2	Ea.	$5,000.00	$10,000.00	$4,625.00	$9,250.00	$5,000.00	$10,000.00
2668.20A	Connect to Existing Water Main	2	Ea.	$5,000.00	$10,000.00	$8,900.00	$17,800.00	$11,500.00	$23,000.00
02668.31.08A	8" Gate Valve, Complete	1	Ea.	$1,000.00	$1,000.00	$1,280.00	$1,280.00	$1,600.00	$1,600.00
02668.31.12A	12" Gate Valve, Complete	1	Ea.	$1,500.00	$1,500.00	$2,315.00	$2,315.00	$2,700.00	$2,700.00
02668.40.08A	8" DIP Water Main	8	L.F.	$60.00	$480.00	$144.00	$1,152.00	$210.00	$1,680.00
02668.40.12A	12" DIP Water Main	1,034	L.F.	$100.00	$103,400.00	$106.35	$109,965.90	$103.00	$106,502.00
02668.50.1A	1" Copper Service Piping	90	L.F.	$25.00	$2,250.00	$6.50	$585.00	$40.00	$3,600.00
02668.61.1A	1" Water Service Taps	2	Ea.	$1,000.00	$2,000.00	$900.00	$1,800.00	$300.00	$600.00
02668.62A	Connect New Line to Existing Water Service Line	2	Ea.	$500.00	$1,000.00	$313.00	$626.00	$100.00	$200.00
02930.85A	Surface Restoration-($5/LF Min. Bid)	1,042	L.F.	$5.00	$5,210.00	$5.00	$5,210.00	$5.00	$5,210.00
	TOTAL ALTERNATE A				**$136,940.00**		**$150,653.90**		**$156,492.00**

Contract #1 Item No.	Underwood Road ALTERNATE B	Est. Qty.	Unit	North Country Contractors Unit Price	U.P. x Q	Highlander Construction Unit Price	U.P. x Q	Luck Bros, Inc. Unit Price	U.P. x Q
2200.22B	Test Pits	2	Ea.	$50.00	$100.00	$335.00	$670.00	$700.00	$1,400.00
2668.10B	Hydrant Assembly, Complete	2	Ea.	$5,000.00	$10,000.00	$4,345.00	$8,690.00	$5,000.00	$10,000.00
2668.20B	Connect to Existing Water Main	2	Ea.	$5,000.00	$10,000.00	$6,250.00	$12,500.00	$12,100.00	$24,200.00
02668.31.08B	8" Gate Valve, Complete	2	Ea.	$1,000.00	$2,000.00	$1,280.00	$2,560.00	$1,600.00	$3,200.00
02668.40.08B	8" DIP Water Main	501	L.F.	$85.00	$42,585.00	$71.75	$35,946.75	$70.00	$35,070.00
02668.45.1B	Stream Crossing Complete	1	Ea.	$10,000.00	$10,000.00	$12,700.00	$12,700.00	$13,300.00	$13,300.00
02668.50.1B	1" Copper Service Piping	210	L.F.	$25.00	$5,250.00	$6.50	$1,365.00	$55.00	$11,550.00
02669.61.01B	1" Water Service Taps	5	Ea.	$1,000.00	$5,000.00	$1,065.00	$5,325.00	$300.00	$1,500.00
2668.62B	Connect New Line to Existing Water Service Line	5	Ea.	$500.00	$2,500.00	$325.00	$1,625.00	$100.00	$500.00
2930.85B	Surface Restoration-($5/LF Min. Bid)	421	L.F.	$5.00	$2,105.00	$5.00	$2,105.00	$5.00	$2,105.00
	TOTAL ALTERNATE B				**$89,540.00**		**$83,486.75**		**$102,825.00**
						mathematical errors			

Contract #1 Item No.	Prospect Street ALTERNATE C	Est. Qty.	Unit	North Country Contractors Unit Price	U.P. x Q	Highlander Construction Unit Price	U.P. x Q	Luck Bros, Inc. Unit Price	U.P. x Q
2200.22C	Test Pits	2	Ea.	$50.00	$100.00	$335.00	$670.00	$700.00	$1,400.00
2668.10C	Hydrant Assembly, Complete	1	Ea.	$5,000.00	$5,000.00	$4,320.00	$4,320.00	$5,000.00	$5,000.00
2668.20C	Connect to Existing Water Main	2	Ea.	$5,000.00	$10,000.00	$3,865.00	$7,730.00	$7,000.00	$14,000.00
02668.31.08C	8" Gate Valve, Complete	1	Ea.	$1,000.00	$1,000.00	$1,280.00	$1,280.00	$1,600.00	$1,600.00
02668.40.08C	8" DIP Water Main	362	L.F.	$85.00	$30,770.00	$155.75	$56,351.50	$95.00	$34,390.00
02668.50.1C	1" Copper Service Piping	130	L.F.	$25.00	$3,250.00	$5.75	$747.50	$65.00	$8,450.00
02668.61.01C	1" Water Service Taps	5	Ea.	$1,000.00	$5,000.00	$900.00	$4,500.00	$300.00	$1,500.00
2668.62C	Connect to Existing Service	5	Ea.	$500.00	$2,500.00	$245.00	$1,225.00	$100.00	$500.00
2930.85C	Surface Restoration-($5/LF Min. Bid)	362	L.F.	$5.00	$1,810.00	$5.00	$1,810.00	$5.00	$1,810.00
	TOTAL ALTERNATE C				**$59,430.00**		**$78,664.00**		**$68,850.00**

Contract #1 Item No.	Fuller Avenue ALTERNATE D	Est. Qty.	Unit	North Country Contractors Unit Price	U.P. x Q	Highlander Construction Unit Price	U.P. x Q	Luck Bros, Inc. Unit Price	U.P. x Q
2200.22D	Test Pits	2	Ea.	$50.00	$100.00	$335.00	$670.00	$700.00	$1,400.00
2668.10	Hydrant Assembly, Complete	1	Ea.	$5,000.00	$5,000.00	$4,320.00	$4,320.00	$5,000.00	$5,000.00
2668.20D	Connect to Existing Water Main	2	Ea.	$5,000.00	$10,000.00	$5,235.00	$10,470.00	$6,000.00	$12,000.00
02668.31.08D	8" Gate Valve, Complete	1	Ea.	$1,000.00	$1,000.00	$1,280.00	$1,280.00	$1,600.00	$1,600.00
02668.40.08D	8" DIP Water Main	265	L.F.	$85.00	$22,525.00	$112.75	$29,878.75	$73.00	$19,345.00
2930.85D	Surface Restoration-($5/LF Min. Bid)	265	L.F.	$5.00	$1,325.00	$5.00	$1,325.00	$5.00	$1,325.00
	TOTAL ALTERNATE D				**$39,950.00**		**$47,943.75**		**$40,670.00**
						mathematical error			

Contract #1 Item No.	Pine Street & Arthur Street ALTERNATE E	Est. Qty.	Unit	North Country Contractors Unit Price	U.P. x Q	Highlander Construction Unit Price	U.P. x Q	Luck Bros, Inc. Unit Price	U.P. x Q
2200.22E	Test Pits	2	Ea.	$50.00	$100.00	$335.00	$670.00	$700.00	$1,400.00
2668.10E	Hydrant Assembly, Complete	2	Ea.	$5,000.00	$10,000.00	$4,300.00	$8,600.00	$5,000.00	$10,000.00
2668.20E	Connect to Existing Water Main	2	Ea.	$5,000.00	$10,000.00	$2,540.00	$5,080.00	$8,000.00	$16,000.00
02668.31.08E	8" Gate Valve, Complete	3	Ea.	$1,000.00	$3,000.00	$2,075.00	$6,225.00	$1,600.00	$4,800.00
02668.40.06E	6" DIP Watermain	20	L.F.	$60.00	$1,200.00	$135.00	$2,700.00	$100.00	$2,000.00
02668.40.08E	8" DIP Water Main	1,051	L.F.	$85.00	$89,335.00	$35.50	$37,310.50	$52.00	$54,652.00
02668.45.1E	Stream Crossing Complete	1	Ea.	$10,000.00	$10,000.00	$18,000.00	$18,000.00	$18,000.00	$18,000.00
02668.50.1E	1" Copper Service Piping	280	L.F.	$25.00	$7,000.00	$6.90	$1,932.00	$25.00	$7,000.00
02668.50.2E	2" Copper Service Piping	160	L.F.	$50.00	$8,000.00	$15.50	$2,480.00	$37.00	$5,920.00
02668.61.01E	1" Water Service Taps	2	Ea.	$1,000.00	$2,000.00	$2,180.00	$4,360.00	$300.00	$600.00
02668.61.02E	2" Water Service Taps	1	Ea.	$2,500.00	$2,500.00	$2,075.00	$2,075.00	$715.00	$715.00
2668.62E	Connect to Existing Service	3	Ea.	$500.00	$1,500.00	$420.00	$1,260.00	$115.00	$345.00
02928.10E	Railroad Bore	1	L.S.	$50,000.00	$50,000.00	$90,470.00	$90,470.00	$43,000.00	$43,000.00
2930.85E	Surface Restoration-($5/LF Min. Bid)	951	L.F.	$5.00	$4,755.00	$5.00	$4,755.00	$5.00	$4,755.00
	TOTAL ALTERNATE E				**$199,390.00**		**$185,917.50**		**$169,187.00**
						addition error			

Contract #1 Item No.	Deduct Section of HDPE/Replace with DIP ALTERNATE F	Est. Qty.	Unit	North Country Contractors Unit Price	U.P. x Q	Highlander Construction Unit Price	U.P. x Q	Luck Bros, Inc. Unit Price	U.P. x Q
F1	DEDUCT 12" HDPE Water Main from Sta.107+58 to Sta. 135+18 from Base Bid Item no. 02668.41.12	-2,760	L.F.	$75.00	-$207,000.00	$59.50	-$164,220.00	$35.00	-$96,600.00
F2	Add 12" DIP Water Main from Sta. 107+58 to Sta. 135+18	2,760	Ea.	$75.00	$207,000.00	$58.00	$160,080.00	$30.00	$82,800.00
	TOTAL ALTERNATE F				**$0.00**		**-$4,140.00**		**-$13,800.00**

Contract #1		North Country Contractors	Highlander Construction	Luck Bros, Inc.
	TOTAL BASE BID PLUS ALL ALTERNATES	**$2,895,249.00**	**$3,317,957.90**	**$3,380,779.00**

Contract #1 Item No.	Water Distribution System Improvements BASE BID	Est. Qty.	Unit	Stark's Gravel & Excavating Unit Price	U.P. x Q	J.E.Sheehan Unit Price	U.P. x Q	Frank J. Danko Construct. Unit Price	U.P. x Q
01100.10	Mobilization	1	L.S.	$60,000.00	$60,000.00	$120,000.00	$120,000.00	$153,500.00	$153,500.00
02110.10	Clear and Grub	1	L.S.	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$6,000.00	$6,000.00
02200.22	Test Pits	4	Ea.	$250.00	$1,000.00	$1,000.00	$4,000.00	$350.00	$1,400.00
02200.35	Rock Excavation in Trenches	700	CY	$165.00	$115,500.00	$200.00	$140,000.00	$108.00	$75,600.00
02200.40	Select Backfill	100	CY	$50.00	$5,000.00	$20.00	$2,000.00	$40.00	$4,000.00
02505.40	Undercut and Backfil	100	CY	$55.00	$5,500.00	$10.00	$1,000.00	$36.00	$3,600.00
02520.99	Miscellaneous Concrete	100	CY	$100.00	$10,000.00	$150.00	$15,000.00	$300.00	$30,000.00
02668.10	Hydrant Assembly, Complete	20	Ea.	$4,500.00	$90,000.00	$5,000.00	$100,000.00	$4,800.00	$96,000.00
02668.20	Connect to Existing Water Main	4	Ea.	$3,000.00	$12,000.00	$2,500.00	$10,000.00	$3,665.00	$14,660.00
02668.31.08	8" Gate Valve, Complete	8	Ea.	$1,350.00	$10,800.00	$2,000.00	$16,000.00	$1,685.00	$13,480.00
02668.31.12	12" Getve Valve, Complete	13	Ea.	$2,500.00	$32,500.00	$3,000.00	$39,000.00	$3,175.00	$41,275.00
02668.40.08	8" DIP Water Main	4,500	L.F.	$50.00	$225,000.00	$60.00	$270,000.00	$65.00	$292,500.00
02668.40.12	12" DIP Water Main	200	L.F.	$65.00	$13,000.00	$65.00	$13,000.00	$76.00	$15,200.00
02668.41.12	12" HDPE Water Main	9,500	L.F.	$64.00	$608,000.00	$73.00	$693,500.00	$54.00	$513,000.00
02668.42.XX	12" HDPE Water Main Trenchless	4,000	L.F.	$83.00	$332,000.00	$75.00	$300,000.00	$124.00	$496,000.00
02668.45.1	Stream/Ditch/Wetland Crossing Complete	1	Ea.	$26,000.00	$26,000.00	$30,900.00	$30,900.00	$35,164.00	$35,164.00
02668.50.1	1" Copper Service Piping	140	L.F.	$20.00	$2,800.00	$25.00	$3,500.00	$30.00	$4,200.00
02668.50.2	2" Copper Service Piping	45	L.F.	$25.00	$1,125.00	$25.00	$1,125.00	$53.00	$2,385.00
02668.61.01	1" Water Service Taps	4	Ea.	$200.00	$800.00	$700.00	$2,800.00	$415.00	$1,660.00
02668.61.2	2" Water Service Taps	1	Ea.	$250.00	$250.00	$1,000.00	$1,000.00	$1,165.00	$1,165.00
02668.62	Connect New Line to Existing Water Service Line	5	Ea.	$800.00	$4,000.00	$300.00	$1,500.00	$500.00	$2,500.00
02668.67	Pipe Insulation	20	L.F.	$50.00	$1,000.00	$125.00	$2,500.00	$100.00	$2,000.00
02720.30	Hydrant Culverts	20	Ea.	$750.00	$15,000.00	$600.00	$12,000.00	$1,700.00	$34,000.00
02720.40	Driveway Culvert Replacement	5	Ea.	$1,000.00	$5,000.00	$1,400.00	$7,000.00	$1,365.00	$6,825.00
02900.10	Landscaping Plantings	2	Ea.	$500.00	$1,000.00	$1,000.00	$2,000.00	$300.00	$600.00
02930.85	Surface Restoration-($5/LF Min. Bid)	4,060	L.F.	$10.00	$40,600.00	$25.00	$101,500.00	$13.60	$55,216.00
02930.86	Surface Restoration Kildare Road	1	L.S.	$70,000.00	$70,000.00	$78,000.00	$78,000.00	$57,000.00	$57,000.00
02950.XX	Well Site Access Road	1	L.S.	$45,000.00	$45,000.00	$200,000.00	$200,000.00	$67,420.00	$67,420.00
02956.XX	Zone Separation	1	L.S.	$32,000.00	$32,000.00	$20,000.00	$20,000.00	$10,000.00	$10,000.00
260513.01/337119.01	Open Cut Underground Conduit and Primary	10,500	L.F.	$53.00	$556,500.00	$35.00	$367,500.00	$40.00	$420,000.00
337009.06	Trenchless Underground Conduit and Primary	4,000	L.F.	$73.00	$292,000.00	$48.00	$192,000.00	$84.00	$336,000.00
337119.02	Subsurface Sectionalizing Cabinets	25	Ea.	$9,392.00	$234,800.00	$7,000.00	$175,000.00	$10,300.00	$257,500.00
337119.03	Fused Sectionalizer Pad Mounted Switch Gear	1	Ea.	$17,500.00	$17,500.00	$18,000.00	$18,000.00	$18,150.00	$18,150.00
337119.04	Precast Electrical Concrete Manholes	4	Ea.	$7,000.00	$28,000.00	$5,500.00	$22,000.00	$4,327.00	$17,308.00
	TOTAL BASE				$2,903,675.00		$2,966,825.00		$3,085,308.00
				mathematical errors					

Contract #1 Item No.	Haymeadow Road ALTERNATE A	Est. Qty.	Unit	Stark's Gravel & Excavating Unit Price	U.P. x Q	J.E.Sheehan Unit Price	U.P. x Q	Frank J. Danko Construct. Unit Price	U.P. x Q
02200.22A	Test Pits	2	Ea.	$250.00	$500.00	$1,000.00	$2,000.00	$350.00	$700.00
2668.10A	Hydrant Assembly, Complete	2	Ea.	$4,500.00	$9,000.00	$5,000.00	$10,000.00	$4,800.00	$9,600.00
2668.20A	Connect to Existing Water Main	2	Ea.	$4,000.00	$8,000.00	$2,500.00	$5,000.00	$10,000.00	$20,000.00
02668.31.08A	8" Gate Valve, Complete	1	Ea.	$1,350.00	$1,350.00	$2,000.00	$2,000.00	$1,685.00	$1,685.00
02668.31.12A	12" Gate Valve, Complete	1	Ea.	$2,500.00	$2,500.00	$3,000.00	$3,000.00	$2,900.00	$2,900.00
02668.40.08A	8" DIP Water Main	8	L.F.	$50.00	$400.00	$60.00	$480.00	$100.00	$800.00
02668.40.12A	12" DIP Water Main	1,034	L.F.	$65.00	$67,210.00	$80.00	$82,720.00	$64.00	$66,176.00
02668.50.1A	1" Copper Service Piping	90	L.F.	$20.00	$1,800.00	$25.00	$2,250.00	$30.00	$2,700.00
02668.61.1A	1" Water Service Taps	2	Ea.	$200.00	$400.00	$700.00	$1,400.00	$415.00	$830.00
02668.62A	Connect New Line to Existing Water Service Line	2	Ea.	$835.00	$1,670.00	$300.00	$600.00	$340.00	$680.00
02930.85A	Surface Restoration-($5/LF Min. Bid)	1,042	L.F.	$9.00	$9,378.00	$120.00	$125,040.00	$20.00	$20,840.00
	TOTAL ALTERNATE A				$102,208.00		$234,490.00		$126,911.00

Contract #1 Item No.	Underwood Road ALTERNATE B	Est. Qty.	Unit	Stark's Gravel & Excavating Unit Price	U.P. x Q	J.E.Sheehan Unit Price	U.P. x Q	Frank J. Danko Construct. Unit Price	U.P. x Q
2200.22B	Test Pits	2	Ea.	$250.00	$500.00	$1,000.00	$2,000.00	$350.00	$700.00
2668.10B	Hydrant Assembly, Complete	2	Ea.	$4,500.00	$9,000.00	$5,000.00	$10,000.00	$4,800.00	$9,600.00
2668.20B	Connect to Existing Water Main	2	Ea.	$3,000.00	$6,000.00	$2,500.00	$5,000.00	$2,600.00	$5,200.00
02668.31.08B	8" Gate Valve, Complete	2	Ea.	$1,350.00	$2,700.00	$2,000.00	$4,000.00	$1,685.00	$3,370.00
02668.40.08B	8" DIP Water Main	501	L.F.	$50.00	$25,050.00	$60.00	$30,060.00	$47.00	$23,547.00
02668.45.1B	Stream Crossing Complete	1	Ea.	$9,500.00	$9,500.00	$11,000.00	$11,000.00	$7,400.00	$7,400.00
02668.50.1B	1" Copper Service Piping	210	L.F.	$20.00	$4,200.00	$25.00	$5,250.00	$30.00	$6,300.00
02668.61.01B	1" Water Service Taps	5	Ea.	$200.00	$1,000.00	$700.00	$3,500.00	$415.00	$2,075.00
2668.62B	Connect New Line to Existing Water Service Line	5	Ea.	$1,000.00	$5,000.00	$300.00	$1,500.00	$450.00	$2,250.00
2930.85B	Surface Restoration-($5/LF Min. Bid)	421	L.F.	$9.00	$3,789.00	$50.00	$21,050.00	$6.00	$2,526.00
	TOTAL ALTERNATE B				$66,739.00		$93,360.00		$62,968.00

Contract #1 Item No.	Prospect Street ALTERNATE C	Est. Qty.	Unit	Stark's Gravel & Excavating Unit Price	U.P. x Q	J.E.Sheehan Unit Price	U.P. x Q	Frank J. Danko Construct. Unit Price	U.P. x Q
2200.22C	Test Pits	2	Ea.	$250.00	$500.00	$1,000.00	$2,000.00	$350.00	$700.00
2668.10C	Hydrant Assembly, Complete	1	Ea.	$4,500.00	$4,500.00	$5,000.00	$5,000.00	$4,800.00	$4,800.00
2668.20C	Connect to Existing Water Main	2	Ea.	$3,000.00	$6,000.00	$2,500.00	$5,000.00	$4,200.00	$8,400.00
02668.31.08C	8" Gate Valve, Complete	1	Ea.	$1,350.00	$1,350.00	$2,000.00	$2,000.00	$1,685.00	$1,685.00
02668.40.08C	8" DIP Water Main	362	L.F.	$50.00	$18,100.00	$70.00	$25,340.00	$45.00	$16,290.00
02668.50.1C	1" Copper Service Piping	130	L.F.	$20.00	$2,600.00	$25.00	$3,250.00	$30.00	$3,900.00
02668.61.01C	1" Water Service Taps	5	Ea.	$200.00	$1,000.00	$700.00	$3,500.00	$415.00	$2,075.00
2668.62C	Connect to Existing Service	5	Ea.	$500.00	$2,500.00	$300.00	$1,500.00	$450.00	$2,250.00
2930.85C	Surface Restoration-($5/LF Min. Bid)	362	L.F.	$9.00	$3,258.00	$70.00	$25,340.00	$45.00	$16,290.00
	TOTAL ALTERNATE C				$39,808.00		$72,930.00		$56,390.00

Contract #1 Item No.	Fuller Avenue ALTERNATE D	Est. Qty.	Unit	Stark's Gravel & Excavating Unit Price	U.P. x Q	J.E.Sheehan Unit Price	U.P. x Q	Frank J. Danko Construct. Unit Price	U.P. x Q
2200.22D	Test Pits	2	Ea.	$250.00	$500.00	$1,000.00	$2,000.00	$350.00	$700.00
02668.10	Hydrant Assembly, Complete	1	Ea.	$4,500.00	$4,500.00	$5,000.00	$5,000.00	$4,800.00	$4,800.00
2668.20D	Connect to Existing Water Main	2	Ea.	$3,000.00	$6,000.00	$2,500.00	$5,000.00	$4,600.00	$9,200.00
02668.31.08D	8" Gate Valve, Complete	1	Ea.	$1,350.00	$1,350.00	$2,000.00	$2,000.00	$1,685.00	$1,685.00
02668.40.08D	8" DIP Water Main	265	L.F.	$50.00	$13,250.00	$65.00	$17,225.00	$47.00	$12,455.00
2930.85D	Surface Restoration-($5/LF Min. Bid)	265	L.F.	$9.00	$2,385.00	$25.00	$6,625.00	$15.00	$3,975.00
	TOTAL ALTERNATE D				$27,985.00		$37,850.00		$32,815.00

Contract #1 Item No.	Pine Street & Arthur Street ALTERNATE E	Est. Qty.	Unit	Stark's Gravel & Excavating Unit Price	U.P. x Q	J.E.Sheehan Unit Price	U.P. x Q	Frank J. Danko Construct. Unit Price	U.P. x Q
2200.22E	Test Pits	2	Ea.	$250.00	$500.00	$1,000.00	$2,000.00	$350.00	$700.00
2668.10E	Hydrant Assembly, Complete	2	Ea.	$4,500.00	$9,000.00	$5,000.00	$10,000.00	$4,800.00	$9,600.00
2668.20E	Connect to Existing Water Main	2	Ea.	$3,000.00	$6,000.00	$2,500.00	$5,000.00	$1,900.00	$3,800.00
02668.31.08E	8" Gate Valve, Complete	3	Ea.	$1,350.00	$4,050.00	$2,000.00	$6,000.00	$1,685.00	$5,055.00
02668.40.06E	6" DIP Watermain	20	L.F.	$35.00	$700.00	$55.00	$1,100.00	$64.00	$1,280.00
02668.40.08E	8" DIP Water Main	1,051	L.F.	$50.00	$52,550.00	$55.00	$57,805.00	$49.00	$51,499.00
02668.45.1E	Stream Crossing Complete	1	Ea.	$12,000.00	$12,000.00	$12,000.00	$12,000.00	$13,000.00	$13,000.00
02668.50.1E	1" Copper Service Piping	280	L.F.	$20.00	$5,600.00	$25.00	$7,000.00	$30.00	$8,400.00
02668.50.2E	2" Copper Service Piping	160	L.F.	$25.00	$4,000.00	$25.00	$4,000.00	$53.00	$8,480.00
02668.61.01E	1" Water Service Taps	2	Ea.	$200.00	$400.00	$700.00	$1,400.00	$415.00	$830.00
02668.61.02E	2" Water Service Taps	1	Ea.	$250.00	$250.00	$1,000.00	$1,000.00	$1,165.00	$1,165.00
2668.62E	Connect to Existing Service	3	Ea.	$350.00	$1,050.00	$300.00	$900.00	$500.00	$1,500.00
02928.10E	Railroad Bore	1	L.S.	$38,000.00	$38,000.00	$81,300.00	$81,300.00	$44,000.00	$44,000.00
2930.85E	Surface Restoration-($5/LF Min. Bid)	951	L.F.	$8.00	$7,608.00	$25.00	$23,775.00	$8.00	$7,608.00
	TOTAL ALTERNATE E				$141,708.00		$213,280.00		$156,917.00

Contract #1 Item No.	Deduct Section of HDPE/Replace with DIP ALTERNATE F	Est. Qty.	Unit	Stark's Gravel & Excavating Unit Price	U.P. x Q	J.E.Sheehan Unit Price	U.P. x Q	Frank J. Danko Construct. Unit Price	U.P. x Q
F1	DEDUCT 12" HDPE Water Main from Sta.107+58 to Sta. 135+18 from Base Bid Item no. 02668.41.12	-2,760	L.F.	$0.00	$0.00	$73.00	-$201,480.00	$50.00	-$138,000.00
F2	Add 12" DIP Water Main from Sta. 107+58 to Sta. 135+18	2,760	Ea.	$0.00	$0.00	$73.50	$202,860.00	$60.00	$165,600.00
	TOTAL ALTERNATE F				$0.00		$1,380.00		$27,600.00

Contract #1		Stark's Gravel & Excavating	J.E.Sheehan	Frank J. Danko Construct.
	TOTAL BASE BID PLUS ALL ALTERNATES	$3,282,123.00	$3,620,115.00	$3,548,909.00

Contract #1 Item No.	Water Distribution System Improvements BASE BID	Est. Qty.	Unit	Marcellus Construction Unit Price	Marcellus Construction U.P. x Q	Reale Construction Unit Price	Reale Construction U.P. x Q
01100.10	Mobilization	1	L.S.	$120,000.00	$120,000.00	$190,060.00	$190,060.00
02110.10	Clear and Grub	1	L.S.	$71,000.00	$71,000.00	$70,000.00	$70,000.00
02200.22	Test Pits	4	Ea.	$200.00	$800.00	$600.00	$2,400.00
02200.35	Rock Excavation in Trenches	700	CY	$150.00	$105,000.00	$100.00	$70,000.00
02200.40	Select Backfill	100	CY	$22.00	$2,200.00	$74.00	$7,400.00
02505.40	Undercut and Backfill	100	CY	$34.00	$3,400.00	$74.00	$7,400.00
02520.99	Miscellaneous Concrete	100	CY	$140.00	$14,000.00	$160.00	$16,000.00
02668.10	Hydrant Assembly, Complete	20	Ea.	$4,200.00	$84,000.00	$5,500.00	$110,000.00
02668.20	Connect to Existing Water Main	4	Ea.	$1,400.00	$5,600.00	$5,000.00	$20,000.00
02668.31.08	8" Gate Valve, Complete	8	Ea.	$1,500.00	$12,000.00	$2,000.00	$16,000.00
02668.31.12	12" Gatve Valve, Complete	13	Ea.	$2,950.00	$38,350.00	$3,600.00	$46,800.00
02668.40.08	8" DIP Water Main	4,500	L.F.	$93.00	$418,500.00	$67.00	$301,500.00
02668.40.12	12" DIP Water Main	200	L.F.	$120.00	$24,000.00	$120.00	$24,000.00
02668.41.12	12" HDPE Water Main	9,500	L.F.	$56.00	$532,000.00	$70.00	$665,000.00
02668.42.XX	12" HDPE Water Main Trenchless	4,000	L.F.	$126.00	$504,000.00	$76.00	$304,000.00
02668.45.1	Stream/Ditch/Wetland Crossing Complete	1	Ea.	$8,355.00	$8,355.00	$41,000.00	$41,000.00
02668.50.1	1" Copper Service Piping	140	L.F.	$27.00	$3,780.00	$54.00	$7,560.00
02668.50.2	2" Copper Service Piping	45	L.F.	$38.00	$1,710.00	$132.00	$5,940.00
02668.61.01	1" Water Service Taps	4	Ea.	$1,000.00	$4,000.00	$2,100.00	$8,400.00
02668.61.2	2" Water Service Taps	1	Ea.	$2,000.00	$2,000.00	$2,600.00	$2,600.00
02668.62	Connect New Line to Existing Water Service Line	5	Ea.	$800.00	$4,000.00	$1,500.00	$7,500.00
02668.67	Pipe Insulation	20	L.F.	$50.00	$1,000.00	$250.00	$5,000.00
02720.30	Hydrant Culverts	20	Ea.	$1,600.00	$32,000.00	$2,100.00	$42,000.00
02720.40	Driveway Culvert Replacement	5	Ea.	$1,900.00	$9,500.00	$2,100.00	$10,500.00
02900.10	Landscaping Plantings	2	Ea.	$350.00	$700.00	$400.00	$800.00
02930.85	Surface Restoration-($5/LF Min. Bid)	4,060	L.F.	$5.00	$20,300.00	$44.00	$178,640.00
02930.86	Surface Restoration Kildare Road	1	L.S.	$183,000.00	$183,000.00	$180,000.00	$180,000.00
02950.XX	Well Site Access Road	1	L.S.	$84,000.00	$84,000.00	$108,000.00	$108,000.00
02956.XX	Zone Separation	1	L.S.	$40,000.00	$40,000.00	$25,000.00	$25,000.00
280513.01/337119.01	Open Cut Underground Conduit and Primary	10,500	L.F.	$30.00	$315,000.00	$44.00	$462,000.00
337009.08	Trenchless Underground Conduit and Primary	4,000	L.F.	$40.00	$160,000.00	$70.00	$280,000.00
337119.02	Subsurface Sectionalizing Cabinets	25	Ea.	$10,000.00	$250,000.00	$5,300.00	$132,500.00
337119.03	Fused Sectionalizer Pad Mounted Switch Gear	1	Ea.	$31,500.00	$31,500.00	$20,000.00	$20,000.00
337119.04	Precast Electrical Concrete Manholes	4	Ea.	$13,600.00	$54,400.00	$18,000.00	$72,000.00
	TOTAL BASE				$3,140,095.00		$3,440,000.00

Contract #1 Item No.	Haymeadow Road ALTERNATE A	Est. Qty.	Unit	Marcellus Construction Unit Price	Marcellus Construction U.P. x Q	Reale Construction Unit Price	Reale Construction U.P. x Q
02200.22A	Test Pits	2	Ea.	$500.00	$1,000.00	$600.00	$1,200.00
2668.10A	Hydrant Assembly, Complete	2	Ea.	$4,400.00	$8,800.00	$6,200.00	$12,400.00
2668.20A	Connect to Existing Water Main	2	Ea.	$1,000.00	$2,000.00	$7,200.00	$14,400.00
02668.31.08A	8" Gate Valve, Complete	1	Ea.	$1,500.00	$1,500.00	$2,200.00	$2,200.00
02668.31.12A	12" Gate Valve, Complete	1	Ea.	$3,500.00	$3,500.00	$5,722.00	$5,722.00
02668.40.08A	8" DIP Water Main	8	L.F.	$125.00	$1,000.00	$100.00	$800.00
02668.40.12A	12" DIP Water Main	1,034	L.F.	$65.00	$67,210.00	$120.00	$124,080.00
02668.50.1A	1" Copper Service Piping	90	L.F.	$30.00	$2,700.00	$57.00	$5,130.00
02668.61.1A	1" Water Service Taps	2	Ea.	$800.00	$1,600.00	$2,300.00	$4,600.00
02668.62A	Connect New Line to Existing Water Service Line	2	Ea.	$500.00	$1,000.00	$1,600.00	$3,200.00
02930.85A	Surface Restoration-($5/LF Min. Bid)	1,042	L.F.	$10.00	$10,420.00	$54.00	$56,268.00
	TOTAL ALTERNATE A				$100,730.00		$230,000.00

Contract #1 Item No.	Underwood Road ALTERNATE B	Est. Qty.	Unit	Marcellus Construction Unit Price	Marcellus Construction U.P. x Q	Reale Construction Unit Price	Reale Construction U.P. x Q
2200.22B	Test Pits	2	Ea.	$500.00	$1,000.00	$600.00	$1,200.00
2668.10B	Hydrant Assembly, Complete	2	Ea.	$4,400.00	$8,800.00	$6,200.00	$12,400.00
2668.20B	Connect to Existing Water Main	2	Ea.	$1,000.00	$2,000.00	$7,019.00	$14,038.00
02668.31.08B	8" Gate Valve, Complete	2	Ea.	$1,500.00	$3,000.00	$2,200.00	$4,400.00
02668.40.08B	8" DIP Water Main	501	L.F.	$50.00	$25,050.00	$76.00	$38,076.00
02668.45.1B	Stream Crossing Complete	1	Ea.	$10,000.00	$10,000.00	$18,000.00	$18,000.00
02668.50.1B	1" Copper Service Piping	210	L.F.	$30.00	$6,300.00	$60.00	$12,600.00
02668.61.01B	1" Water Service Taps	5	Ea.	$800.00	$4,000.00	$2,300.00	$11,500.00
2668.62B	Connect New Line to Existing Water Service Line	5	Ea.	$500.00	$2,500.00	$1,600.00	$8,000.00
2930.85B	Surface Restoration-($5/LF Min. Bid)	421	L.F.	$10.00	$4,210.00	$66.00	$27,786.00
	TOTAL ALTERNATE B				$66,860.00		$148,000.00

Contract #1 Item No.	Prospect Street ALTERNATE C	Est. Qty.	Unit	Marcellus Construction Unit Price	Marcellus Construction U.P. x Q	Reale Construction Unit Price	Reale Construction U.P. x Q
2200.22C	Test Pits	2	Ea.	$500.00	$1,000.00	$655.00	$1,310.00
2668.10C	Hydrant Assembly, Complete	1	Ea.	$5,000.00	$5,000.00	$6,200.00	$6,200.00
2668.20C	Connect to Existing Water Main	2	Ea.	$500.00	$1,000.00	$5,923.00	$11,846.00
02668.31.08C	8" Gate Valve, Complete	1	Ea.	$1,500.00	$1,500.00	$2,200.00	$2,200.00
02668.40.08C	8" DIP Water Main	362	L.F.	$95.00	$35,476.00	$74.00	$26,788.00
02668.50.1C	1" Copper Service Piping	130	L.F.	$30.00	$3,900.00	$58.00	$7,540.00
02668.61.01C	1" Water Service Taps	5	Ea.	$800.00	$4,000.00	$2,300.00	$11,500.00
2668.62C	Connect to Existing Service	5	Ea.	$500.00	$2,500.00	$1,600.00	$8,000.00
2930.85C	Surface Restoration-($5/LF Min. Bid)	362	L.F.	$10.00	$3,620.00	$68.00	$24,616.00
	TOTAL ALTERNATE C				$57,996.00		$100,000.00

Contract #1 Item No.	Fuller Avenue ALTERNATE D	Est. Qty.	Unit	Marcellus Construction Unit Price	Marcellus Construction U.P. x Q	Reale Construction Unit Price	Reale Construction U.P. x Q
2200.22D	Test Pits	2	Ea.	$500.00	$1,000.00	$600.00	$1,200.00
2668.10	Hydrant Assembly, Complete	1	Ea.	$5,000.00	$5,000.00	$6,200.00	$6,200.00
2668.20D	Connect to Existing Water Main	2	Ea.	$500.00	$1,000.00	$6,235.00	$12,470.00
02668.31.08D	8" Gate Valve, Complete	1	Ea.	$1,500.00	$1,500.00	$2,200.00	$2,200.00
02668.40.08D	8" DIP Water Main	265	L.F.	$75.00	$19,875.00	$82.00	$21,730.00
2930.85D	Surface Restoration-($5/LF Min. Bid)	265	L.F.	$15.00	$3,975.00	$80.00	$21,200.00
	TOTAL ALTERNATE D				$32,350.00		$65,000.00

Contract #1 Item No.	Pine Street & Arthur Street ALTERNATE E	Est. Qty.	Unit	Marcellus Construction Unit Price	Marcellus Construction U.P. x Q	Reale Construction Unit Price	Reale Construction U.P. x Q
2200.22E	Test Pits	2	Ea.	$500.00	$1,000.00	$600.00	$1,200.00
2668.10E	Hydrant Assembly, Complete	2	Ea.	$4,500.00	$9,000.00	$6,200.00	$12,400.00
2668.20E	Connect to Existing Water Main	2	Ea.	$500.00	$1,000.00	$6,181.00	$12,362.00
02668.31.08E	8" Gate Valve, Complete	3	Ea.	$1,500.00	$4,500.00	$2,200.00	$6,600.00
02668.40.06E	6" DIP Watermain	20	L.F.	$50.00	$1,000.00	$72.00	$1,440.00
02668.40.08E	8" DIP Water Main	1,051	L.F.	$55.00	$57,805.00	$74.00	$77,774.00
02668.45.1E	Stream Crossing Complete	1	Ea.	$15,000.00	$15,000.00	$10,000.00	$10,000.00
02668.50.1E	1" Copper Service Piping	280	L.F.	$30.00	$8,400.00	$57.00	$15,960.00
02668.50.2E	2" Copper Service Piping	160	L.F.	$55.00	$8,800.00	$70.00	$11,200.00
02668.61.01E	1" Water Service Taps	2	Ea.	$800.00	$1,600.00	$2,300.00	$4,600.00
02668.61.02E	2" Water Service Taps	1	Ea.	$2,000.00	$2,000.00	$2,800.00	$2,800.00
2668.62E	Connect to Existing Service	3	Ea.	$500.00	$1,500.00	$1,600.00	$4,800.00
02928.10E	Railroad Bore	1	L.S.	$60,000.00	$60,000.00	$82,000.00	$82,000.00
2930.85E	Surface Restoration-($5/LF Min. Bid)	951	L.F.	$20.00	$19,020.00	$64.00	$60,864.00
	TOTAL ALTERNATE E				$190,625.00		$304,000.00

Contract #1 Item No.	Deduct Section of HDPE/Replace with DIP ALTERNATE F	Est. Qty.	Unit	Marcellus Construction Unit Price	Marcellus Construction U.P. x Q	Reale Construction Unit Price	Reale Construction U.P. x Q
F1	DEDUCT 12" HDPE Water Main from Sta.107+58 to Sta. 135+18 from Base Bid Item no. 02668.41.12	-2,760	L.F.	$57.00	-$157,320.00	$70.00	-$193,200.00
F2	Add 12" DIP Water Main from Sta. 107+58 to Sta. 135+18	2,760	Ea.	$55.00	$151,800.00	$80.00	$220,800.00
	TOTAL ALTERNATE F				-$5,520.00		$27,600.00

Contract #1		Marcellus Construction	Reale Construction
	TOTAL BASE BID PLUS ALL ALTERNATES	$3,583,136.00	$4,314,600.00

SECTION 00610 - NOTICE OF AWARD

TO: North Country Contractors, LLC
23892 US Rt. 11
Calcium NY 13616

PROJECT DESCRIPTION: Water System Improvements, Contract 1 – Water Distribution System

The OWNER has considered the Bid submitted by you dated May 23, 2017 for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS or Certificates within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

DATED this twenty-first day of June, 2017.

Owner:	Village of Tupper Lake
By:	
Typed name	Paul A. Maroun
Title:	Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

this the _____ day of _____, 2017.

Contractor:	North Country Contractors, LLC
By:	
Typed name	
Title:	

SECTION 00500 - AGREEMENT

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20 17 , by and between
Village of Tupper Lake, hereinafter called "OWNER"
(Name of Owner)
and North Country Contractors, LLC doing business as (an individual,)
or (a partnership,) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of Water System Improvements, Contract 1 – Water Distribution System

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 250 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of $ 2,369,999.00, base bid as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

   A. Advertisement for BIDS
   B. Information for BIDDERS
   C. BID
   D. BID BOND
   E. Agreement
   F. General Conditions
   G. Supplemental General Conditions
   H. Payment BOND
   I. Performance BOND
   J. NOTICE OF AWARD
   K. NOTICE TO PROCEED
   L. CHANGE ORDER
   M. DRAWINGS prepared by Capital Consultants Architecture and Engineering (C2AE), numbered G-001 - G-004, C-100 - C-112, and C-500 - C504 , and dated June 2016.
   N. SPECIFICATIONS prepared or issued by Capital Consultants Architecture and Engineering (C2AE), dated June 2016, Revised 3/24/2017.
   O. ADDENDA:
      No. 1 , dated May 9 , 20 17
      No. 2 , dated May 16 , 20 17
      No. 3 , dated May 19 , 20 17

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in (No. of copies) Six (6), each of which shall be deemed an original on the date first above written.

OWNER:
Village of Tupper Lake

(SEAL)

By:_____

Typed Name: Paul A. Maroun

Title: Mayor

ATTEST:

_____

Typed Name:_____

Title:_____

CONTRACTOR:
North Country Contractors, LLC

(SEAL)

By:_____

Typed Name:_____

Title:_____

ATTEST:

_____

Typed Name:_____

PART 2:

REQUIRED CONTRACT LANGUAGE

SECTION 1 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR FEDERAL DISADVANTAGED BUSINESS ENTERPRISES AND NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

The Equal Employment Opportunities requirements of this section apply to Contracts and Subcontracts greater than $10,000.

The Minority- and Women- Owned Business Enterprises ("MWBE") and Disadvantaged Business Enterprises ("DBE") requirements of this section apply to Contractors and Subcontractors working pursuant to: (1) construction Contracts greater than $100,000; (2) Contracts that are initially under this threshold but subsequent change orders or contract amendments increase the Contract value to above $100,000; and, (3) change orders greater than $25,000.

Disregard this section if it does not apply to this Contract or Subcontract.

I. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services (including, but not limited to, legal, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of $100,000 for the acquisition, construction, demolition, replacement, major repair or renovation or real property and improvements thereon.
2. 40 CFR Part 33 ("Federal DBE Regulations") for contracts under EPA financial assistance agreements, as those terms are defined therein.
3. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.
4. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
5. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction contracts in excess of $10,000, as those terms are defined therein.

B. The Contractor and Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor and Subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor and Subcontractor to carry out these requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.

C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.

D. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(F) of this section, or enforcement proceedings as allowed by the Contract.

E. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Federal DBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.

F. Upon request from the Recipient's Minority Business Officer ("MBO") and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time. For purposes of this section, MBO means the duly authorized representative of the SRF Recipient for MWBE and EEO purposes.

II. Equal Employment Opportunities (EEO)

A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

B. Contractor represents that it has submitted an EEO policy statement to Recipient prior to the execution of this Contract.

C. Contractor represents that it's EEO policy statement includes the following language:

1. The contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contracts relating to SRF projects.
2. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this SRF project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
3. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

D. The Contractor will include the provisions of Subdivisions II(A), II(C), and II(E) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

E. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

F. The Contractor shall display the EEO poster at the project site in a visible location. The EEO poster can be found at https://www.dol.gov/ofccp/regs/compliance/posters/pdf/eeopost.pdf.

G. Required EEO Form

1. EEO Workforce Employment Utilization Report ("Workforce Report")

   a. The Contractor shall submit a Workforce Report, and shall require each of its Subcontractors to submit a Workforce Report to the Recipient, in such format as shall be required by EFC on a monthly basis during the term of the Contract.
   b. Separate forms shall be completed by Contractor and any Subcontractor.
   c. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor's and/or Subcontractor's total workforce. When a separation can be made, the Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

III. Business Participation Opportunities for MWBEs

A. Contract Goals

1. For purposes of this Contract, EFC establishes the following goals for New York State certified MWBE participation ("MWBE Combined Goals") based on the current availability of qualified MBEs and WBEs.

Program	MWBE Combined Goal*
CWSRF, DWSRF, & Green Innovation Grant Program	20%
NYS Water Grants (also receiving EFC loan)	Clean Water project 23% Drinking Water project 26%
NYS Water Grants (grant only)	30%
Engineering Planning Grant	Consolidated Funding Application Round 2012-2014 20% Consolidated Funding Application Round 2015-2017 30%

*May be any combination of MBE and/or WBE participation

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: https://ny.newnycontracts.com.
3. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan to the Recipient prior to the execution of this Contract.

2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.
3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the Recipient's MBO. Contractor shall indicate the changes to the MBO in the next Monthly MWBE Contractor Compliance Report after the changes occurred. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the revised Utilization Plan.
5. The Contractor shall submit copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Requests for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the Recipient documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Recipient shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
2. If the Recipient, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

The Contractor agrees to submit a report to the Recipient by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Required Federal DBE Forms

1. EPA Form 6100-3 - DBE Subcontractor Performance Form
   Contractor represents that it has submitted the Form 6100-3 to all of its Subcontractors, all of its Subcontractors have completed the form, and that Contractor submitted such completed forms to Recipient with its bid submission.
2. EPA Form 6100-4 - DBE Subcontractor Utilization Form
   Contractor represents that it has completed the Form 6100-4 and submitted such completed form to Recipient with its bid submission.
3. EPA Form 6100-2 - DBE Subcontractor Participation Form
   Contractor represents that it has distributed a Form 6100-2 to its MWBE Subcontractors for completion prior to execution of this Contract.

F. Liquidated Damages - MWBE Participation

In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
2. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.

The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.

In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

SECTION 2 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

The requirements of this section apply to (1) all construction Contracts and Subcontracts for DWSRF projects and CWSRF treatment works projects and (2) all contracts for the purchase of iron and steel products for a DWSRF project or CWSRF treatment works project. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor acknowledges to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

(a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
(b) all of the iron and steel products covered by the American Iron and Steel Requirement used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
(c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity

with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

SECTION 3 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

The requirements of this section apply to all construction Contracts and Subcontracts greater than $2000 for either DWSRF projects or CWSRF treatment works projects. Disregard this section if it does not apply to this Contract or Subcontract.

For Contracts in Excess of $2,000:

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis-Bacon poster (WH-1321) can be found at https://www.dol.gov/whd/regs/compliance/posters/davis.htm.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
2. The classification is utilized in the area by the construction industry; and,
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken

shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost

incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient if the Recipient is a party to the contract, but if the Recipient is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Recipient. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient if the Recipient is a party to the contract, but if the Recipient is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Recipient, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR

§ 5.12.

4. Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

For Contracts in Excess of $100,000:

1. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this

section.

5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION 4 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

SECTION 5 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than $100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor executing a Contract or Subcontract in excess of $100,000 agree to provide to the Recipient an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 9, consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

Subject: Water System improvements - Contract 2 - General Construction - Danko
From: "Whitmarsh, Deborah" <Deborah.Whitmarsh@C2AE.COM>
Date: 6/20/2017 2:30 PM
To: "Village of Tupper Lake (villtupplake@centralny.twcbc.com)" <villtupplake@centralny.twcbc.com>
CC: "Feuka, Kevin" <kevin.feuka@C2AE.COM>, Carrie Tuttle <ctuttle@danc.org>

Hi Mary,

Kevin Feuka asked me to send you copies of the Bid Award Letter and associated documents. I'm sending a separate email for each contract. The documents are listed below:

Contract 2 – Frank J. Danko Construction Corporation:

- Cover Letter – recommending award (C2AE to Village of Tupper Lake)
- Bid Results as recorded at opening (for your reference)
- Bid Tabulations with Extensions (detailing bids - for your reference)
- Notice of Award (you should have four originals signed so that when finished there is a full set of award documents for Village, Attorney, Contractor and Engineer. EFC will accept a copy) Return to C2AE for submission to contractor.
- Sample Agreement (for reference only.) Original copies will be signed by the contractor first, returned with Bonds and Insurance and reviewed by your attorney before Village signs.

Action Item: If Village concurs with award, have Mayor sign four (4) original Notices of Award and return all to C2AE for award package to be sent to contractors. All other documents are provided for your records and/or reference.

After your attorney is satisfied with Agreements, Bonds and Insurances, then we'll coordinate a Notice to Proceed date with you and contractor.

If you have any issues with the folders and documents, or if you have any questions, please let us know.

Thanks,
Deb Whitmarsh
Operations Coordinator

C2AE
architecture | engineering
70 Main Street
Canton, NY 13617
O: 315.386.2623
Direct Line: 315.714.5184

www.c2ae.com – **Infrastructure that enables, Architecture that empowers.**

Attachments:

130223_17JuneLetrRecommendAwardCont2.pdf	95.2 KB
130223_Contract2RecBidsAtOpening.pdf	328 KB
130223_Contract_2_BidTabsExt.pdf	182 KB
130223NoticeOfAwardDanko.DOC	36.5 KB
SampleAgreementContract2.pdf	6.8 MB

Capital Consultants Architecture and Engineering
70 Main St.
Canton, NY 13617
O: 315.386.2623
www.c2ae.com

June 19, 2017

Mr. Paul A. Maroun, Mayor
Village of Tupper Lake
P.O. Box 1290
53 Park Street
Tupper Lake, NY 12986 - 0290

Re: Water System Improvements Project
Contract 2 – General Construction

Dear Mayor Maroun:

We evaluated the bids received on May 23, 2017 for the above referenced project. We have enclosed a copy of the bid results and extensions, for your records.

The low bidder for Contract No. 2 – General Construction was Frank J. Danko Construction Corporation with a base bid price of $927,739. They stated that they feel comfortable with their bid price and ability to perform the work. We have worked with Frank J. Danko Construction Corporation before and have found no major issues with their capabilities. Based on the bid results, the above information and the Contract Specifications, we recommend awarding the project as follows only after approval of the Village's attorney:

> Contract No. 2 – General Construction to Frank J. Danko Construction Corporation, PO Box 239, Massena, NY 13662; physical address 8545 Route 56, Norfolk, NY 13667, for the base bid of $927,739.

Also enclosed are four (4) copies of the Notice of Award (NOA), for your execution. The signed NOAs should be returned to us so we may forward to the contractor along with the proposed Agreement for their execution and return with appropriate Bonds and Insurance documents. A copy of the proposed Agreement is also enclosed for your reference. Upon return, we will forward a copy of all contractor forms for your attorney's review and concurrence before you execute the Agreements. Once the agreement is in place, we will help you coordinate a Notice to Proceed date.

Should you have any questions, please contact our office.

Very truly yours,

Kevin P. Feuka, P.E.
Project Manager

c: Carrie Tuttle, DANC

I:\2013\130223_TupperLakeWaterUpgrd\Construction\Award\Contract2\130223_17JuneLetrRecommendingAward.docx

Village of Tupper Lake - Water System Improvements
Contract #2 - General Construction
May 23, 2017 Bid Opening

	Contractors	Base Bid	Add. #1	Add. #2	Bid Bond
1	Frank Danko Construction	$927,739.00	x	x	x
2	Henderson Bros. Contracting	$997,360.00	x	x	x
3	Luck Bros., Inc.	$1,304,000.00	x	x	x

Village of Tupper Lake Water Systems Improvements Project
Contract No. 2 - General Construction

		Est.		Frank J. Danko Constr.		Henderson Bros. Contracting		Luck Brothers, Inc.	
Item No.	Description - BASE BID	Qty.	Unit	Unit Price	U.P. x Q	Unit Price	U.P. x Q	Unit Price	U.P. x Q
2.01	Mobilization/Demobilization	1	L.S.	$74,000.00	$74,000.00	$96,100.00	$96,100.00	$91,000.00	$91,000.00
2.02	Clear and Grub	1	L.S.	$10,800.00	$10,800.00	$10,060.00	$10,060.00	$26,000.00	$26,000.00
2.03	Pitchfork Pond Site Work	1	L.S.	$502,240.00	$502,240.00	$475,000.00	$475,000.00	$698,000.00	$698,000.00
2.04	McLaughlin Ave. Pump Station Site Work	1	L.S.	$37,785.00	$37,785.00	$51,200.00	$51,200.00	$60,000.00	$60,000.00
2.05	Pitchfork Pond Well Building	1	L.S.	$177,366.00	$177,366.00	$217,000.00	$217,000.00	$262,000.00	$262,000.00
2.06	McLaughlin Ave. Pump Station Building	1	L.S.	$125,548.00	$125,548.00	$148,000.00	$148,000.00	$167,000.00	$167,000.00
	TOTAL BASE				**$927,739.00**		**$997,360.00**		**$1,304,000.00**

SECTION 00610 - NOTICE OF AWARD

TO: Frank J. Danko Construction Corporation
PO Box 239, Massena, NY 13662
Physical Address: 8545 Route 56, Norfolk, NY 13667

PROJECT DESCRIPTION: Water System Improvements, Contract 2 – General Construction

The OWNER has considered the Bid submitted by you dated May 23, 2017 for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS or Certificates within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

DATED this twenty-first day of June, 2017.

Owner:	Village of Tupper Lake
By:	
Typed name	Paul A. Maroun
Title:	Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

this the _____ day of _____, 2017.

Contractor:	Frank J. Danko Construction Corporation
By:	
Typed name	
Title:	

SECTION 00500 - AGREEMENT

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20 17 , by and between Village of Tupper Lake, hereinafter called "OWNER"
(Name of Owner)
and Frank J. Danko Construction Corporation doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of Water System Improvements, Contract 2 – General Construction

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 250 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of $ 927,739.00, base bid as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:
   - A. Advertisement for BIDS
   - B. Information for BIDDERS
   - C. BID
   - D. BID BOND
   - E. Agreement
   - F. General Conditions
   - G. Supplemental General Conditions
   - H. Payment BOND
   - I. Performance BOND
   - J. NOTICE OF AWARD
   - K. NOTICE TO PROCEED
   - L. CHANGE ORDER
   - M. DRAWINGS prepared by Capital Consultants Architecture and Engineering (C2AE), numbered G-001 thru E-501 , and dated June 2016.
   - N. SPECIFICATIONS prepared or issued by Capital Consultants Architecture and Engineering (C2AE), dated June 2016, Revised 3/24/2017.
   - O. ADDENDA:
     No. 1 , dated May 9 , 20 17
     No. 2 , dated May 16 , 20 17

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in (No. of copies) Six (6), each of which shall be deemed an original on the date first above written.

OWNER:
Village of Tupper Lake

(SEAL)

By:_____

Typed Name: Paul A. Maroun

Title: Mayor

ATTEST:

_____

Typed Name:_____

Title:_____

CONTRACTOR:
Frank J. Danko Construction Corporation

(SEAL)

By:_____

Typed Name:_____

Title:_____

ATTEST:

_____

Typed Name:_____

PART 2:

REQUIRED CONTRACT LANGUAGE

SECTION 1 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR FEDERAL DISADVANTAGED BUSINESS ENTERPRISES AND NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

The Equal Employment Opportunities requirements of this section apply to Contracts and Subcontracts greater than $10,000.

The Minority- and Women- Owned Business Enterprises ("MWBE") and Disadvantaged Business Enterprises ("DBE") requirements of this section apply to Contractors and Subcontractors working pursuant to: (1) construction Contracts greater than $100,000; (2) Contracts that are initially under this threshold but subsequent change orders or contract amendments increase the Contract value to above $100,000; and, (3) change orders greater than $25,000.

Disregard this section if it does not apply to this Contract or Subcontract.

I. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services (including, but not limited to, legal, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of $100,000 for the acquisition, construction, demolition, replacement, major repair or renovation or real property and improvements thereon.
2. 40 CFR Part 33 ("Federal DBE Regulations") for contracts under EPA financial assistance agreements, as those terms are defined therein.
3. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.
4. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
5. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction contracts in excess of $10,000, as those terms are defined therein.

B. The Contractor and Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor and Subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor and Subcontractor to carry out these requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.

C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.

D. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(F) of this section, or enforcement proceedings as allowed by the Contract.

E. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Federal DBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.

F. Upon request from the Recipient's Minority Business Officer ("MBO") and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time. For purposes of this section, MBO means the duly authorized representative of the SRF Recipient for MWBE and EEO purposes.

II. Equal Employment Opportunities (EEO)

A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

B. Contractor represents that it has submitted an EEO policy statement to Recipient prior to the execution of this Contract.

C. Contractor represents that it's EEO policy statement includes the following language:

1. The contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contracts relating to SRF projects.
2. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this SRF project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
3. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

D. The Contractor will include the provisions of Subdivisions II(A), II(C), and II(E) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

E. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

F. The Contractor shall display the EEO poster at the project site in a visible location. The EEO poster can be found at https://www.dol.gov/ofccp/regs/compliance/posters/pdf/eeopost.pdf.

G. Required EEO Form

1. EEO Workforce Employment Utilization Report ("Workforce Report")

   a. The Contractor shall submit a Workforce Report, and shall require each of its Subcontractors to submit a Workforce Report to the Recipient, in such format as shall be required by EFC on a monthly basis during the term of the Contract.
   b. Separate forms shall be completed by Contractor and any Subcontractor.
   c. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor's and/or Subcontractor's total workforce. When a separation can be made, the Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

III. Business Participation Opportunities for MWBEs

A. Contract Goals

1. For purposes of this Contract, EFC establishes the following goals for New York State certified MWBE participation ("MWBE Combined Goals") based on the current availability of qualified MBEs and WBEs.

Program	MWBE Combined Goal*
CWSRF, DWSRF, & Green Innovation Grant Program	20%
NYS Water Grants (also receiving EFC loan)	Clean Water project 23% Drinking Water project 26%
NYS Water Grants (grant only)	30%
Engineering Planning Grant	Consolidated Funding Application Round 2012-2014 20% Consolidated Funding Application Round 2015-2017 30%

*May be any combination of MBE and/or WBE participation

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: https://ny.newnycontracts.com.
3. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan to the Recipient prior to the execution of this Contract.

2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.
3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the Recipient's MBO. Contractor shall indicate the changes to the MBO in the next Monthly MWBE Contractor Compliance Report after the changes occurred. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the revised Utilization Plan.
5. The Contractor shall submit copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Requests for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the Recipient documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Recipient shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
2. If the Recipient, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

The Contractor agrees to submit a report to the Recipient by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Required Federal DBE Forms

1. EPA Form 6100-3 - DBE Subcontractor Performance Form
   Contractor represents that it has submitted the Form 6100-3 to all of its Subcontractors, all of its Subcontractors have completed the form, and that Contractor submitted such completed forms to Recipient with its bid submission.
2. EPA Form 6100-4 - DBE Subcontractor Utilization Form
   Contractor represents that it has completed the Form 6100-4 and submitted such completed form to Recipient with its bid submission.
3. EPA Form 6100-2 - DBE Subcontractor Participation Form
   Contractor represents that it has distributed a Form 6100-2 to its MWBE Subcontractors for completion prior to execution of this Contract.

F. Liquidated Damages - MWBE Participation

In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
2. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.

The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.

In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

SECTION 2 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

The requirements of this section apply to (1) all construction Contracts and Subcontracts for DWSRF projects and CWSRF treatment works projects and (2) all contracts for the purchase of iron and steel products for a DWSRF project or CWSRF treatment works project. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor acknowledges to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

(a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
(b) all of the iron and steel products covered by the American Iron and Steel Requirement used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
(c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity

with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

SECTION 3 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

The requirements of this section apply to all construction Contracts and Subcontracts greater than $2000 for either DWSRF projects or CWSRF treatment works projects. Disregard this section if it does not apply to this Contract or Subcontract.

For Contracts in Excess of $2,000:

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis-Bacon poster (WH-1321) can be found at https://www.dol.gov/whd/regs/compliance/posters/davis.htm.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
2. The classification is utilized in the area by the construction industry; and,
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken

shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost

incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient if the Recipient is a party to the contract, but if the Recipient is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Recipient. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient if the Recipient is a party to the contract, but if the Recipient is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Recipient, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR

§ 5.12.

4. Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

For Contracts in Excess of $100,000:

1. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this

section.

5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION 4 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

SECTION 5 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than $100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor executing a Contract or Subcontract in excess of $100,000 agree to provide to the Recipient an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 9, consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

Subject: Water System Improvements - Contract 3 Mechanical - Hyde-Stone
From: "Whitmarsh, Deborah" <Deborah.Whitmarsh@C2AE.COM>
Date: 6/20/2017 2:48 PM
To: "Village of Tupper Lake (villtupplake@centralny.twcbc.com)" <villtupplake@centralny.twcbc.com>
CC: "Feuka, Kevin" <kevin.feuka@C2AE.COM>, Carrie Tuttle <ctuttle@danc.org>

Hi Mary,

Kevin Feuka asked me to send you copies of the Bid Award Letter and associated documents. I'm sending a separate email for each contract. The documents are listed below:

Contract 3 – Hyde-Stone Mechanical Contractors:

- Cover Letter – recommending award (C2AE to Village of Tupper Lake)
- Bid Results as recorded at opening (for your reference)
- Bid Tabulations with Extensions (detailing bids - for your reference)
- Notice of Award (you should have four originals signed so that when finished there is a full set of award documents for Village, Attorney, Contractor and Engineer. EFC will accept a copy) Return to C2AE for submission to contractor.
- Sample Agreement (for reference only.) Original copies will be signed by the contractor first, returned with Bonds and Insurance and reviewed by your attorney before Village signs.

Action Item: If Village concurs with award, have Mayor sign four (4) original Notices of Award and return all to C2AE for award package to be sent to contractors. All other documents are provided for your records and/or reference.

After your attorney is satisfied with Agreements, Bonds and Insurances, then we'll coordinate a Notice to Proceed date with you and contractor.

If you have any issues with the folders and documents, or if you have any questions, please let us know.

Deb Whitmarsh
Operations Coordinator

C2AE
architecture | engineering
70 Main Street
Canton, NY 13617
O: 315.386.2623
Direct Line: 315.714.5184

www.c2ae.com – **Infrastructure that enables, Architecture that empowers.**

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

130223_17JuneLetrRecommendingAward.pdf	95.0 KB
130223_Contract3RecBidsAtOpening.pdf	326 KB
130223_Contract_3_BidTabsExt.pdf	180 KB
130223NoticeOfAwardHydeStone.DOC	36.0 KB
SampleAgreementCont3HydeStone.pdf	6.8 MB

Capital Consultants Architecture and Engineering
70 Main St.
Canton, NY 13617
O: 315.386.2623
www.c2ae.com

June 19, 2017

Mr. Paul A. Maroun, Mayor
Village of Tupper Lake
P.O. Box 1290
53 Park Street
Tupper Lake, NY 12986 - 0290

Re: Water System Improvements Project
Contract 3 – Mechanical

Dear Mayor Maroun:

We evaluated the bids received on May 23, 2017 for the above referenced project. We have enclosed a copy of the bid results and extensions.

The low bidder for Contract No. 3 – Mechanical was Hyde-Stone Mechanical Contractors, Inc. with a base bid price of $334,426. They stated that they feel comfortable with their bid price and ability to perform the work. We have found no major issues with their capabilities. Based on the bid results, the above information and the Contract Specifications, we recommend awarding the project as follows only after approval of the Village's attorney:

> Contract No. 3 – Mechanical to Hyde-Stone Mechanical Contractors, Inc., 22962 CR 51, Murrock Circle, Watertown, NY 13601, for the base bid of $334,426.

For your information and use, we have been notified that the project manager for Hyde-Stone, Mr. Kenneth Cutway, is located in their Potsdam, NY Office. His address is 29 Hatch Road, Potsdam, NY 13676.

Also enclosed are four (4) copies of the Notice of Award (NOA), for your execution. The signed NOAs should be returned to us so we may forward to the contractor along with the proposed Agreement for their execution and return with appropriate Bonds and Insurance documents. A copy of the proposed Agreement is also enclosed for your reference. Upon return, we will forward a copy of all contractor forms for your attorney's review and concurrence before you execute the Agreements. Once the agreement is in place, we will help you coordinate a Notice to Proceed date.

Should you have any questions, please contact our office.

Very truly yours,

Kevin P. Feuka, P.E.
Project Manager

c: Carrie Tuttle, DANC

I:\2013\130223_TupperLakeWaterUpgrd\Construction\Award\Contract3\130223_17JuneLetrRecommendingAward.docx

Village of Tupper Lake - Water System Improvements
Contract #3 - Mechanical
May 23, 2017 Bid Opening

	Contractors	Base Bid	Add. #1	Add. #2	Bid Bond
1	Hyde Stone	$334,426.00	x	x	x
2	Henderson Bros. Contracting	$372,800.00	x	x	x

Village of Tupper Lake Water System Improvements Project
Contract 3 - Mechanical

Contract #3	Mechanical	Est.		Hyde Stone Mechanical		Henderson Bros Contracting	
Item No.	Description - BASE BID	Qty.	Unit	Unit Price	U.P. x Q	Unit Price	U.P. x Q
3.01	Mobilization/Demobilization	1	L.S.	$10,550.00	$10,550.00	$25,300.00	$25,300.00
3.02	Pitchfork Pond Well Building Mechanical	1	L.S.	$280,751.00	$280,751.00	$226,500.00	$226,500.00
3.03	McLaughlin Ave. Pump Station Mechanical	1	L.S.	$43,125.00	$43,125.00	$121,000.00	$121,000.00
	TOTAL BASE				**$334,426.00**		**$372,800.00**

SECTION 00610 - NOTICE OF AWARD

TO: Hyde-Stone Mechanical Contractors, Inc.
22962 CR 51, Murrock Circle
Watertown, NY 13601

PROJECT DESCRIPTION: Water System Improvements, Contract 3 – Mechanical

The OWNER has considered the Bid submitted by you dated May 23, 2017 for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS or Certificates within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

DATED this twenty-first day of June, 20 17.

Owner:	Village of Tupper Lake
By:	
Typed name	Paul A. Maroun
Title:	Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

this the _____ day of _____, 20 17.

Contractor:	Hyde-Stone Mechanical Contractors, Inc.
By:	
Typed name	
Title:	

SECTION 00500 - AGREEMENT

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20 17 , by and between Village of Tupper Lake, hereinafter called "OWNER"
(Name of Owner)
and Hyde-Stone Mechanical Contractors, Inc. doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of Water System Improvements, Contract 3 – Mechanical

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 250 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of $ 334,426.00, base bid as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

   A. Advertisement for BIDS
   B. Information for BIDDERS
   C. BID
   D. BID BOND
   E. Agreement
   F. General Conditions
   G. Supplemental General Conditions
   H. Payment BOND
   I. Performance BOND
   J. NOTICE OF AWARD
   K. NOTICE TO PROCEED
   L. CHANGE ORDER
   M. DRAWINGS prepared by Capital Consultants Architecture and Engineering (C2AE), numbered G-001 thru E-501 , and dated June 2016.
   N. SPECIFICATIONS prepared or issued by Capital Consultants Architecture and Engineering (C2AE), dated June 2016, Revised 3/24/2017.
   O. ADDENDA:
      No. 1 , dated May 9 , 20 17
      No. 2 , dated May 16 , 20 17

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in (No. of copies) Six (6), each of which shall be deemed an original on the date first above written.

OWNER:
Village of Tupper Lake

(SEAL)

By:_____

Typed Name: Paul A. Maroun

Title: Mayor

ATTEST:

_____

Typed Name:_____

Title:_____

CONTRACTOR:
Hyde-Stone Mechanical Contractors, Inc.

(SEAL)

By:_____

Typed Name:_____

Title:_____

ATTEST:

_____

Typed Name:_____

PART 2:

REQUIRED CONTRACT LANGUAGE

SECTION 1 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR FEDERAL DISADVANTAGED BUSINESS ENTERPRISES AND NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

The Equal Employment Opportunities requirements of this section apply to Contracts and Subcontracts greater than $10,000.

The Minority- and Women- Owned Business Enterprises ("MWBE") and Disadvantaged Business Enterprises ("DBE") requirements of this section apply to Contractors and Subcontractors working pursuant to: (1) construction Contracts greater than $100,000; (2) Contracts that are initially under this threshold but subsequent change orders or contract amendments increase the Contract value to above $100,000; and, (3) change orders greater than $25,000.

Disregard this section if it does not apply to this Contract or Subcontract.

I. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services (including, but not limited to, legal, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of $100,000 for the acquisition, construction, demolition, replacement, major repair or renovation or real property and improvements thereon.
2. 40 CFR Part 33 ("Federal DBE Regulations") for contracts under EPA financial assistance agreements, as those terms are defined therein.
3. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.
4. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
5. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction contracts in excess of $10,000, as those terms are defined therein.

B. The Contractor and Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor and Subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor and Subcontractor to carry out these requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.

C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.

D. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(F) of this section, or enforcement proceedings as allowed by the Contract.

E. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Federal DBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.

F. Upon request from the Recipient's Minority Business Officer ("MBO") and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time. For purposes of this section, MBO means the duly authorized representative of the SRF Recipient for MWBE and EEO purposes.

II. Equal Employment Opportunities (EEO)

A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

B. Contractor represents that it has submitted an EEO policy statement to Recipient prior to the execution of this Contract.

C. Contractor represents that it's EEO policy statement includes the following language:

1. The contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contracts relating to SRF projects.
2. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this SRF project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
3. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

D. The Contractor will include the provisions of Subdivisions II(A), II(C), and II(E) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

E. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

F. The Contractor shall display the EEO poster at the project site in a visible location. The EEO poster can be found at https://www.dol.gov/ofccp/regs/compliance/posters/pdf/eeopost.pdf.

G. Required EEO Form

1. EEO Workforce Employment Utilization Report ("Workforce Report")

a. The Contractor shall submit a Workforce Report, and shall require each of its Subcontractors to submit a Workforce Report to the Recipient, in such format as shall be required by EFC on a monthly basis during the term of the Contract.
b. Separate forms shall be completed by Contractor and any Subcontractor.
c. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor's and/or Subcontractor's total workforce. When a separation can be made, the Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

III. Business Participation Opportunities for MWBEs

A. Contract Goals

1. For purposes of this Contract, EFC establishes the following goals for New York State certified MWBE participation ("MWBE Combined Goals") based on the current availability of qualified MBEs and WBEs.

Program	MWBE Combined Goal*
CWSRF, DWSRF, & Green Innovation Grant Program	20%
NYS Water Grants (also receiving EFC loan)	Clean Water project 23% Drinking Water project 26%
NYS Water Grants (grant only)	30%
Engineering Planning Grant	Consolidated Funding Application Round 2012-2014 20% Consolidated Funding Application Round 2015-2017 30%

*May be any combination of MBE and/or WBE participation

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: https://ny.newnycontracts.com.
3. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan to the Recipient prior to the execution of this Contract.

2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.
3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the Recipient's MBO. Contractor shall indicate the changes to the MBO in the next Monthly MWBE Contractor Compliance Report after the changes occurred. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the revised Utilization Plan.
5. The Contractor shall submit copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Requests for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the Recipient documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Recipient shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
2. If the Recipient, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

The Contractor agrees to submit a report to the Recipient by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Required Federal DBE Forms

1. EPA Form 6100-3 - DBE Subcontractor Performance Form
   Contractor represents that it has submitted the Form 6100-3 to all of its Subcontractors, all of its Subcontractors have completed the form, and that Contractor submitted such completed forms to Recipient with its bid submission.
2. EPA Form 6100-4 - DBE Subcontractor Utilization Form
   Contractor represents that it has completed the Form 6100-4 and submitted such completed form to Recipient with its bid submission.
3. EPA Form 6100-2 - DBE Subcontractor Participation Form
   Contractor represents that it has distributed a Form 6100-2 to its MWBE Subcontractors for completion prior to execution of this Contract.

F. Liquidated Damages - MWBE Participation

In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
2. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.

The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.

In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

SECTION 2 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

The requirements of this section apply to (1) all construction Contracts and Subcontracts for DWSRF projects and CWSRF treatment works projects and (2) all contracts for the purchase of iron and steel products for a DWSRF project or CWSRF treatment works project. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor acknowledges to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

(a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
(b) all of the iron and steel products covered by the American Iron and Steel Requirement used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
(c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity

with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

SECTION 3 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

The requirements of this section apply to all construction Contracts and Subcontracts greater than $2000 for either DWSRF projects or CWSRF treatment works projects. Disregard this section if it does not apply to this Contract or Subcontract.

For Contracts in Excess of $2,000:

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis-Bacon poster (WH-1321) can be found at https://www.dol.gov/whd/regs/compliance/posters/davis.htm.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
2. The classification is utilized in the area by the construction industry; and,
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken

shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost

incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient if the Recipient is a party to the contract, but if the Recipient is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Recipient. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient if the Recipient is a party to the contract, but if the Recipient is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Recipient, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR

§ 5.12.

4. Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

For Contracts in Excess of $100,000:

1. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this

section.

5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION 4 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

SECTION 5 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than $100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor executing a Contract or Subcontract in excess of $100,000 agree to provide to the Recipient an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 9, consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

Subject: Water System Improvements - Contract 4 - Electrical
From: "Whitmarsh, Deborah" <Deborah.Whitmarsh@C2AE.COM>
Date: 6/20/2017 3:01 PM
To: "Village of Tupper Lake (villtupplake@centralny.twcbc.com)" <villtupplake@centralny.twcbc.com>
CC: "Feuka, Kevin" <kevin.feuka@C2AE.COM>, Carrie Tuttle <ctuttle@danc.org>

Hi Mary,

Kevin Feuka asked me to send you copies of the Bid Award Letter and associated documents. I'm sending a separate email for each contract. The documents are listed below:

Contract 4 – Weydman Electric, Inc.:

- Cover Letter – recommending award (C2AE to Village of Tupper Lake)
- Bid Results as recorded at opening (for your reference)
- Bid Tabulations with Extensions (detailing bids - for your reference)
- Notice of Award (you should have four originals signed so that when finished there is a full set of award documents for Village, Attorney, Contractor and Engineer. EFC will accept a copy) Return to C2AE for submission to contractor.
- Sample Agreement (for reference only.) Original copies will be signed by the contractor first, returned with Bonds and Insurance and reviewed by your attorney before Village signs.

Action Item: If Village concurs with award, have Mayor sign four (4) original Notices of Award and return all to C2AE for award package to be sent to contractors. All other documents are provided for your records and/or reference.

After your attorney is satisfied with Agreements, Bonds and Insurances, then we'll coordinate a Notice to Proceed date with you and contractor.

If you have any issues with the folders and documents, or if you have any questions, please let us know.

Deb Whitmarsh
Operations Coordinator

C2AE
architecture | engineering
70 Main Street
Canton, NY 13617
O: 315.386.2623
Direct Line: 315.714.5184

www.c2ae.com – **Infrastructure that enables, Architecture that empowers.**

Attachments:

130223_17JuneLetrRecommendAwardCont4.pdf	94.5 KB
130223_Contract4RecBidsAtOpening.pdf	329 KB

130223_Contract_4_BidTabsExt.pdf	181 KB
130223NoticeOfAwardWeydman.DOC	36.0 KB
SampleAgreementCont4Weydman.pdf	6.8 MB

Capital Consultants Architecture and Engineering
70 Main St.
Canton, NY 13617
O: 315.386.2623
www.c2ae.com

June 19, 2017

Mr. Paul A. Maroun, Mayor
Village of Tupper Lake
P.O. Box 1290
53 Park Street
Tupper Lake, NY 12986 - 0290

Re: Water System Improvements Project
Contract 4 – Electrical

Dear Mayor Maroun:

We evaluated the bids received on May 23, 2017 for the above referenced project. We have enclosed a copy of the bid results and extensions.

The low bidder for Contract No. 4 – Electrical was Weydman Electric, Inc. with a base bid price of $559,500. They stated that they feel comfortable with their bid price and ability to perform the work. We have found no major issues with their capabilities. Based on the bid results, the above information and the Contract Specifications, we recommend awarding the project as follows only after approval of the Village's attorney:

> Contract No. 4 – Electrical to Weydman Electric, Inc., 747 Young Street, Tonawanda, NY 14150, for the base bid of $559,500.

Also enclosed are four (4) copies of the Notice of Award (NOA), for your execution. The signed NOAs should be returned to us so we may forward to the contractor along with the proposed Agreement for their execution and return with appropriate Bonds and Insurance documents. A copy of the proposed Agreement is also enclosed for your reference. Upon return, we will forward a copy of all contractor forms for your attorney's review and concurrence before you execute the Agreements. Once the agreement is in place, we will help you coordinate a Notice to Proceed date.

Should you have any questions, please contact our office.

Very truly yours,

Kevin P. Feuka, P.E.
Project Manager

c: Carrie Tuttle, DANC

I:\2013\130223_TupperLakeWaterUpgrd\Construction\Award\Contract4\130223_17JuneLetrRecommendingAward.docx

Village of Tupper Lake - Water System Improvements
Contract #4 - Electrical
May 23, 2017 Bid Opening

	Contractors	Base Bid	Add. #1	Add. #2	Bid Bond
1	Weydman Electric, Inc.	$559,500.00	x	x	x
2	Perras Excavating	$616,404.00	x	x	x
3	Stilsing Electric, Inc.	$695,943.00	x	x	x

Village of Tupper Lake Water System Improvements Project

Contract 4- Electrical

Contract #4	Electrical	Est.		Weydman Electric		Perras Excavating		Stilsing Electric	
Item No.	Description - BASE BID	Qty.	Unit	Unit Price	U.P. x Q	Unit Price	U.P. x Q	Unit Price	U.P. x Q
4.01	Mobilization/Demobilization	1	L.S.	$1,500.00	$1,500.00	$18,532.00	$18,532.00	$7,500.00	$7,500.00
4.02	Pitchfork Pond Pump Station Electrical	1	L.S.	$223,000.00	$223,000.00	$225,000.00	$225,000.00	$147,475.00	$147,475.00
4.03	McLaughlin Ave. Pump Station Electrical	1	L.S.	$86,000.00	$86,000.00	$140,772.00	$140,772.00	$250,868.00	$250,868.00
4.04	Pump Control Panels & SCADA/Telemetry System	1	L.S.	$249,000.00	$249,000.00	$232,100.00	$232,100.00	$290,100.00	$290,100.00
	TOTAL BASE				**$559,500.00**		**$616,404.00**		**$695,943.00**

SECTION 00610 - NOTICE OF AWARD

TO: Weydman Electric, Inc.
747 Young Street
Tonawanda NY 14150

PROJECT DESCRIPTION: Water System Improvements, Contract 4 – Electrical

The OWNER has considered the Bid submitted by you dated May 23, 2017 for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS or Certificates within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

DATED this twenty-first day of June, 20 17.

Owner:	Village of Tupper Lake
By:	
Typed name	Paul A. Maroun
Title:	Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

this the _____ day of _____ , 20 17 .

Contractor:	Weydman Electric, Inc.
By:	
Typed name	
Title:	

SECTION 00500 - AGREEMENT

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20 17 , by and between Village of Tupper Lake, hereinafter called "OWNER"
(Name of Owner)
and Weydman Electric, Inc. doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of Water System Improvements, Contract 4 – Electrical

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 250 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of $ 559,500.00, base bid as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

   A. Advertisement for BIDS
   B. Information for BIDDERS
   C. BID
   D. BID BOND
   E. Agreement
   F. General Conditions
   G. Supplemental General Conditions
   H. Payment BOND
   I. Performance BOND
   J. NOTICE OF AWARD
   K. NOTICE TO PROCEED
   L. CHANGE ORDER
   M. DRAWINGS prepared by Capital Consultants Architecture and Engineering (C2AE), numbered G-001 thru E-501 , and dated June 2016.
   N. SPECIFICATIONS prepared or issued by Capital Consultants Architecture and Engineering (C2AE), dated June 2016, Revised 3/24/2017.
   O. ADDENDA:
      No. 1 , dated May 9 , 20 17
      No. 2 , dated May 16 , 20 17

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in (No. of copies) Four (4), each of which shall be deemed an original on the date first above written.

OWNER:
Village of Tupper Lake

(SEAL)

By:_____

Typed Name: Paul A. Maroun

Title: Mayor

ATTEST:

_____

Typed Name:_____

Title:_____

CONTRACTOR:
Weydman Electric, Inc.

(SEAL)

By:_____

Typed Name:_____

Title:_____

ATTEST:

_____

Typed Name:_____

PART 2:

REQUIRED CONTRACT LANGUAGE

SECTION 1 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR FEDERAL DISADVANTAGED BUSINESS ENTERPRISES AND NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

The Equal Employment Opportunities requirements of this section apply to Contracts and Subcontracts greater than $10,000.

The Minority- and Women- Owned Business Enterprises ("MWBE") and Disadvantaged Business Enterprises ("DBE") requirements of this section apply to Contractors and Subcontractors working pursuant to: (1) construction Contracts greater than $100,000; (2) Contracts that are initially under this threshold but subsequent change orders or contract amendments increase the Contract value to above $100,000; and, (3) change orders greater than $25,000.

Disregard this section if it does not apply to this Contract or Subcontract.

I. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services (including, but not limited to, legal, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of $100,000 for the acquisition, construction, demolition, replacement, major repair or renovation or real property and improvements thereon.
2. 40 CFR Part 33 ("Federal DBE Regulations") for contracts under EPA financial assistance agreements, as those terms are defined therein.
3. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.
4. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
5. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction contracts in excess of $10,000, as those terms are defined therein.

B. The Contractor and Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor and Subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor and Subcontractor to carry out these requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.

C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.

D. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(F) of this section, or enforcement proceedings as allowed by the Contract.

E. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Federal DBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.

F. Upon request from the Recipient's Minority Business Officer ("MBO") and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time. For purposes of this section, MBO means the duly authorized representative of the SRF Recipient for MWBE and EEO purposes.

II. Equal Employment Opportunities (EEO)

A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

B. Contractor represents that it has submitted an EEO policy statement to Recipient prior to the execution of this Contract.

C. Contractor represents that it's EEO policy statement includes the following language:

1. The contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contracts relating to SRF projects.
2. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this SRF project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
3. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

D. The Contractor will include the provisions of Subdivisions II(A), II(C), and II(E) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

E. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

F. The Contractor shall display the EEO poster at the project site in a visible location. The EEO poster can be found at https://www.dol.gov/ofccp/regs/compliance/posters/pdf/eeopost.pdf.

G. Required EEO Form

1. EEO Workforce Employment Utilization Report ("Workforce Report")

a. The Contractor shall submit a Workforce Report, and shall require each of its Subcontractors to submit a Workforce Report to the Recipient, in such format as shall be required by EFC on a monthly basis during the term of the Contract.
b. Separate forms shall be completed by Contractor and any Subcontractor.
c. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor's and/or Subcontractor's total workforce. When a separation can be made, the Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

III. Business Participation Opportunities for MWBEs

A. Contract Goals

1. For purposes of this Contract, EFC establishes the following goals for New York State certified MWBE participation ("MWBE Combined Goals") based on the current availability of qualified MBEs and WBEs.

Program	MWBE Combined Goal*
CWSRF, DWSRF, & Green Innovation Grant Program	20%
NYS Water Grants (also receiving EFC loan)	Clean Water project 23% Drinking Water project 26%
NYS Water Grants (grant only)	30%
Engineering Planning Grant	Consolidated Funding Application Round 2012-2014 20% Consolidated Funding Application Round 2015-2017 30%

*May be any combination of MBE and/or WBE participation

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: https://ny.newnycontracts.com.
3. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan to the Recipient prior to the execution of this Contract.

2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.
3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the Recipient's MBO. Contractor shall indicate the changes to the MBO in the next Monthly MWBE Contractor Compliance Report after the changes occurred. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the revised Utilization Plan.
5. The Contractor shall submit copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Requests for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the Recipient documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Recipient shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
2. If the Recipient, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

The Contractor agrees to submit a report to the Recipient by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Required Federal DBE Forms

1. EPA Form 6100-3 - DBE Subcontractor Performance Form
Contractor represents that it has submitted the Form 6100-3 to all of its Subcontractors, all of its Subcontractors have completed the form, and that Contractor submitted such completed forms to Recipient with its bid submission.
2. EPA Form 6100-4 - DBE Subcontractor Utilization Form
Contractor represents that it has completed the Form 6100-4 and submitted such completed form to Recipient with its bid submission.
3. EPA Form 6100-2 - DBE Subcontractor Participation Form
Contractor represents that it has distributed a Form 6100-2 to its MWBE Subcontractors for completion prior to execution of this Contract.

F. Liquidated Damages - MWBE Participation

In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
2. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.

The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.

In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

SECTION 2 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

The requirements of this section apply to (1) all construction Contracts and Subcontracts for DWSRF projects and CWSRF treatment works projects and (2) all contracts for the purchase of iron and steel products for a DWSRF project or CWSRF treatment works project. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor acknowledges to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

(a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
(b) all of the iron and steel products covered by the American Iron and Steel Requirement used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
(c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity

with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

SECTION 3 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

The requirements of this section apply to all construction Contracts and Subcontracts greater than $2000 for either DWSRF projects or CWSRF treatment works projects. Disregard this section if it does not apply to this Contract or Subcontract.

For Contracts in Excess of $2,000:

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis-Bacon poster (WH-1321) can be found at https://www.dol.gov/whd/regs/compliance/posters/davis.htm.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
2. The classification is utilized in the area by the construction industry; and,
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken

shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost

incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient if the Recipient is a party to the contract, but if the Recipient is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Recipient. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient if the Recipient is a party to the contract, but if the Recipient is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Recipient, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR

§ 5.12.

4. Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

For Contracts in Excess of $100,000:

1. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this

section.

5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION 4 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

SECTION 5 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than $100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor executing a Contract or Subcontract in excess of $100,000 agree to provide to the Recipient an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 9, consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2
290 BROADWAY
NEW YORK, NY 10007-1866

MAY 22 2017

MAY 18 2017

CERTIFIED MAIL - RETURN RECEIPT REQUESTED
Article Number: 7016 3560 0000 4255 3739

Paul A. Maroun
Tupper Lake Mayor and Village Trustees
53 Park Street
P.O. Box 1290
Tupper Lake, NY 12986

Re: In the Matter of: Tupper Lake Village, PWS ID No. NY1600012
Administrative Order, Docket No. SDWA-02-2016-8023

Dear Mayor Maroun and Village Trustees:

This is in follow up to the Administrative Order (AO) referenced above, issued by the United States Environmental Protection Agency (EPA) on February 19, 2016 and our April 28, 2017 and May 11, 2017, telephone conversations.

EPA is in receipt of the April 13, 2017, letter from C2AE Architecture and Engineering. In the letter Tupper Lake Village requested an extension to the schedule established in the above referenced AO to complete construction of its water treatment plant improvements. Based on the information provided in the letter, the Village indicated that the final compliance date will be confirmed upon completion of the bidding process. In order to establish a schedule that is achievable and based on the most current information, EPA requests that the Village provide monthly progress reports on the bidding process and, once the Notice of Award is issued, please include a detailed project schedule with final compliance date and interim project milestones that will be achieved during the duration of the project. EPA will utilize this information to evaluate the appropriate next steps in schedule modification. The bidding schedule outlined in the April 2017 letter indicated that it should be completed by the end of June. Therefore, EPA is requesting the monthly reports be submitted according to the following schedule:

- May 30, 2017;
- June 30, 2017; and
- July 30, 2017

Please keep in mind that the requested monthly reports shall be submitted to EPA in lieu of the quarterly reports required for submittal by the AO.

All information required to be submitted to EPA shall be mailed or emailed to:

Nicole Foley Kraft, Chief
Groundwater Compliance Section
U.S. Environmental Protection Agency
290 Broadway, 20th Floor
New York, NY 10007-1866
(212) 637-3093
kraft.nicole@epa.gov

If you have any questions regarding this matter, please contact me at (212) 637-3093 or Stephanie Sessoms-Midgett of my staff at (212) 637-3352.

Sincerely,

for

Nicole Foley Kraft, Chief
Groundwater Compliance Section

cc: Teresa Boepple-Swider, Acting Director, NYSDOH
Kristen Sayers, NYSDOH, Saranac Lake District Office
Kevin P. Feuka, P.E. 70 Main Street, Canton, NY 13617

PUBLIC NOTICE

IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

The Village of Tupper Lake Has Levels of
Total Trihalomethanes (TTHMs) and Haloacetic Acids (HAA5s)
Above Drinking Water Standards

Our water system has violated a drinking water standard. Although this is not an emergency, as our consumers, you have a right to know what happened and what we are doing to correct this situation.

We routinely monitor for the presence of drinking water contaminants. Testing results from February 2016 through November 2016 show that our system exceeds the standard, or maximum contaminant level (MCL), for Total Trihalomethanes (TTHMs) and Haloacetic Acids (HAA5s). The MCL for TTHMs is 80 parts per billion (ppb). The MCL for HAA5s is 60 parts per billion (ppb). Our compliance is determined by averaging the 4 most recent samples collected on a quarterly basis at each sampling location (Pine Grove Restaurant and Village Office). This is called a locational running annual average (LRAA). We did not collect TTHM and HAA5 samples during the 1st quarter of 2017; therefore, we are providing you with information for the 4th quarter of 2016.

The MCL for TTHMs and HAA5s was exceeded at the Pine Grove Restaurant Location. The TTHM LRAA calculated for the 4th quarter of 2016 was 91.0 ppb and the HAA5s LRAA calculated for the 4th quarter of 2016 was 118 ppb at the Pine Grove Restaurant.
The MCL for HAA5s was exceeded at the Village Office. The HAA5s LRAA calculated for the 4th quarter of 2016 was 81.0 at the Village Office.

What are Trihalomethanes?
Trihalomethanes are a group of chemicals that are formed in drinking water during disinfection when chlorine reacts with naturally occurring organic material (e.g., decomposing vegetation such as tree leaves, algae or other aquatic plants) in surface water sources such as rivers and lakes. They are disinfection byproducts and include the individual chemicals chloroform, bromoform, bromodichloromethane, and chlorodibromomethane. The amount of trihalomethanes formed in drinking water during disinfection can change from day to day, depending on the temperature, the amount of organic material in the water, the amount of chlorine added, and a variety of other factors.

Disinfection of drinking water by chlorination is beneficial to public health. Drinking water is disinfected by public water suppliers to kill bacteria and viruses that could cause serious illnesses, and chlorine is the most commonly used disinfectant in New York State. All public water systems that use chlorine as a disinfectant contain trihalomethanes to some degree.

What are the health effects of Trihalomethanes?
Some studies suggest that people who drank water containing trihalomethanes for long periods of time (e.g., 20 to 30 years) have an increased risk of certain health effects. These include an increased risk for cancer and for low birth weights, miscarriages and birth defects. The methods used by these studies could not rule out the role of other factors that could have resulted in the observed increased risks. In addition, other similar studies do not show an increased risk for these health effects. Therefore, the evidence from these studies is not strong enough to conclude that trihalomethanes were a major factor contributing to the observed increased risks for these health effects. Studies of laboratory animals show that some trihalomethanes can cause cancer and adverse reproductive and developmental effects, but at exposures much higher than exposures that could result through normal use of the water. The United States Environmental Protection Agency reviewed the information from the human and animal studies and concluded that while there is no causal link between disinfection byproducts (including trihalomethanes) and human health effects, the balance of the information warranted stronger regulations that limit the amount of trihalomethanes in drinking water, while still allowing for adequate disinfection. The risks for adverse health effects from trihalomethanes in drinking water are small compared to the risks for illness from drinking inadequately disinfected water.

What are Haloacetic Acids (HAAs)?
HAAs are formed in drinking water during treatment by chlorine (the most commonly used disinfectant in New York State), which reacts with certain acids that are in naturally-occurring organic material (e.g., decomposing vegetation such as tree leaves, algae, or other aquatic plants) in surface water sources such as rivers and lakes. The amount of HAAs in drinking water can change from day to day, depending on the temperature, the amount of organic material in the water, the amount of chlorine added, and a variety of other factors. Drinking water is disinfected by public water suppliers to kill bacteria and viruses that could cause serious illnesses. For this reason, disinfection of drinking water by chlorination is beneficial to public health.

Some studies suggest that people who drank chlorinated drinking water containing disinfection by-products (possibly including HAAs) for long periods of time (e.g., 20 to 30 years) have an increased risk for certain health effects. These include an increased risk for cancer. However, how long and how frequently people actually drank the water as well as how much HAAs the water contained is not known for certain. Therefore, the evidence from these studies is not strong enough to conclude that the observed increased risk for cancer is due to HAAs, other disinfection by-products, or some other factor. Studies of laboratory animals show that the individual HAAs, dichloroacetic acid and trichloroacetic acid, can cause cancer following exposure to high levels over their lifetimes. Dichloroacetic acid and trichloroacetic acid are also known to cause other effects in laboratory animals after high levels of exposure, primarily on the liver, kidney, and nervous system and on their ability to bear healthy offspring. The effects reported in studies of laboratory animals occur at exposures much higher than exposures that could result through normal use of the water. The risks for adverse health effects from HAAs in drinking water are small compared to the risk for illness from drinking inadequately disinfected water.

What does this mean for you?
At present, the water is suitable to drink, cook with, and bath in. Some people may wish to take additional practical measures to reduce their exposure. We do not consider these measures necessary to avoid health effects, but they are provided as options. These include using bottled water for drinking and cooking purposes, or using water pitchers containing an activated carbon filter or a tap-mounted activated carbon filter. These filters are readily available in many grocery and home improvement stores. Ventilating bathroom areas (e.g., using exhaust fans or opening windows) when showering or bathing can also help reduce exposures from chemicals released into the air.

What happened? What is being done?
The Village of Tupper Lake has two surface sources of water, Little Simond Pond and Tupper Lake. The Village operates water filtration plants at both source water locations and treats the water with chlorine disinfection. Surface water sources contain naturally-occurring organic material (e.g., decomposing vegetation such as tree leaves, algae or other aquatic plants) which can form TTHMs and HAA5s when the water is disinfected with chlorine.

We are working with the New York State Department of Health and our consulting engineer to evaluate and research options to correct the problem. We flush the distribution system regularly. We are working on a project to develop a groundwater source which typically does not have the levels of naturally-occurring organic material found in surface water. We anticipate replacing the Tupper Lake source with a new groundwater source in 2017. For more information, please contact the Village Office at 359-3341.

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.

This Notice is being sent to you by the Village of Tupper Lake.
State Water System ID#: NY1600012
Date distributed: May 13, 2017

Annual Drinking Water Quality Report for 2016
Village of Tupper Lake
Water Department
53 Park Street, Tupper Lake, NY 12986
(Public Water Supply ID#1600012)

INTRODUCTION

To comply with State regulations, the Village of Tupper Lake will be annually issuing a report describing the quality of your drinking water. The purpose of this report is to raise your understanding of drinking water and awareness of the need to protect our drinking water sources. Last year we conducted tests for over 80 contaminants. We detected some of those contaminants and found Total Trihalomethane and Haloacetic Acid disinfection byproducts at levels higher than the State allows. Over the past year, we have sent out public notifications of these water quality violations. We are currently working to eliminate these violations and improve water quality by drilling wells that will replace Tupper Lake as a source of water for the Village. This report provides an overview of last year's water quality. Included are details about where your water comes from, what it contains, and how it compares to State standards. If you have any questions about this report or concerning your drinking water, please contact Mr. Mark Robillard, Water/Wastewater Superintendent at (518) 359-3341. We want you to be informed about your drinking water. If you want to learn more, please attend any of our regularly scheduled village board meetings. The meetings are held on the third Wednesday of each month at 6:00 p.m. at the Village Office at 53 Park Street, Tupper Lake.

WHERE DOES OUR WATER COME FROM?

In general, the sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and can pick up substances resulting from the presence of animals or from human activities. Contaminants that may be present in source water include microbial contaminants; inorganic contaminants; pesticides and herbicides; organic chemical contaminants; and radioactive contaminants. In order to ensure that tap water is safe to drink, the State and the EPA prescribe regulations which limit the amount of certain contaminants in water provided by public water systems. The State Health Department's and the FDA's regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

Our water source is surface water drawn from Tupper Lake and Little Simon Pond. The water intake for Tupper Lake extends approximately 800 feet from the lakeshore at the water filtration plant. Water from the intake is gravity fed to a holding basin located beneath the treatment plant. The intake is located approximately 40 below the water surface in 60 feet of water. The water intake for Little Simon Pond extends approximately 150 feet into Little Simon Pond from its southern shore. The intake is located approximately 20 feet below the water surface in 30 feet of water. The water from Little Simon Pond flows by gravity approximately two miles to the Little Simon Pond filtration plant located on Lake Simon Road. There were no restrictions placed on our water sources during 2014.

In accordance with State mandates, the Village water system provides treatment for filtration and disinfection for the Tupper Lake and Little Simon Pond sources. All water supplied to the users connected to the Village distribution system must first be treated through diatomaceous earth filters. Additional chlorine contact time is provided on the Little Simon source.

The NYS Dept. of Health completed a source water assessment for this system based on available information. Little Simon Pond does not have an elevated susceptibility to contamination. There are no regulated facilities within this watershed and the corresponding land cover does not pose any substantial risks to the source water quality. This assessment for the Tupper Lake source found no noteworthy risks to source water quality. The health department will use this information to direct future source water protection activities. These may include water quality monitoring, resource management, planning, and education programs. A copy of the assessment, including a map of the assessment area, can be obtained by contacting us as noted below.

FACTS AND FIGURES

The Village of Tupper Lake supplies water to 1567 accounts in the Village and 627 accounts in the Town of Tupper Lake with a combined population of approximately 5500. Last year, we produced 248-million gallons of water from Little Simon Pond and Tupper Lake combined, for an average of 677,669 gallons per day. Last year water customers were charged $10.00 per 1000 gallons and the annual average water charge per user was $228.73.

ARE THERE CONTAMINANTS IN OUR DRINKING WATER?

As the State regulations require, we routinely test your drinking water for numerous contaminants. These contaminants include: total coliform, turbidity, inorganic compounds, nitrate, nitrite, lead and copper, volatile organic compounds, total trihalomethanes, and synthetic organic compounds. The table presented below depicts which compounds were detected in your drinking water. The State allows us to test for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of our data, though representative, are more than one year old. It should be noted that all drinking water, including bottled drinking water, may be reasonably expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPA's Safe Drinking Water Hotline (800-426-4791) or the New York State Department of Health at (518) 891-1800.

Table of Detected Contaminants							
Contaminant	Violation Yes/No	Date of Sample	Level Detected	Unit Measure-ment	MCLG	Regulatory Limit	Likely Source of Contamination
Microbiological Contaminants							
Turbidity[1]	No	7/20/16	0.90	NTU	n/a	<5 NTU (TT)	Soil Runoff
Turbidity[1]	No	2016	100%	NTU	n/a	95% of samples < 1.0 NTU (TT)	Soil Runoff
Inorganic Contaminants							
Asbestos	No	2012	0.188	MFL	7	7	Decay of asbestos cement water mains; Erosion of natural deposits.
Barium	No	2016	0.0081	mg/L	2	2 (MCL)	Erosion of natural deposits.
Copper	No	2015	0.96[2] 0.055-1.8[3]	mg/L	1.3	1.3 (AL)	Corrosion of household plumbing systems.
Lead	No	2015	12[2] ND-130[3]	ug/L	0	15 (AL)	Corrosion of household plumbing systems.
Nitrate	No	2016	0	mg/L	10	10 (MCL)	Runoff from fertilizer use; leaching from septic tanks, sewage, erosion of natural deposits.
Disinfection Byproducts							
Total Trihalomethanes (TTHMs)	Yes	2016	115[4] 66 – 126[5]	ug/L	n/a	80(MCL)	By-products of drinking water chlorination needed to kill harmful organisms. TTHMs are formed when source water contains measurable amounts of organic matter.
Haloacetic Acids (HAA5)	Yes	2016	138[4] 36 – 147[5]	ug/L	n/a	60(MCL)	By-products of drinking water chlorination needed to kill harmful organisms.

Notes:

1 Turbidity is a measure of the clarity of the water. We test it because it is a good indicator of the effectiveness of our filtration system. Last year, our highest single turbidity measurement for the year occurred on 7/31/15 and 10/29/15 (0.50 NTU). State regulations require that turbidity must not exceed 5 NTU and that 95% of the turbidity samples collected must measure below 1.0 NTU. All of the measurements collected last year were below 1.0 NTU.

2 The level presented represents the 90th percentile of the 20 sites tested. A percentile is a value on a scale of 100 that indicates the percent of a distribution that is equal to or below it. The 90th percentile is equal to or greater than 90% of the lead and copper values detected at your water system. In this case, 20 samples were collected at your water system and the 90th percentile value was the third highest value. The action level for lead was exceeded at one of the sites tested during 2015. The action level for copper was exceeded at one of the sites tested during 2015.

3 The level presented represents the range of the 20 samples.

4 The value represents the highest Locational Running Annual Average of the quarterly samples collected.

5 The values represent the range of the quarterly samples collected.

Definitions:

Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible.

Maximum Contaminant Level Goal (MCLG): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

Maximum Residual Disinfectant Level (MRDL): The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum Residual Disinfectant Level Goal (MRDLG): The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contamination.

Action Level (AL): The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

Treatment Technique (TT): A required process intended to reduce the level of a contaminant in drinking water.

Non-Detects (ND): Laboratory analysis indicates that the constituent is not present.

Nephelometric Turbidity Unit (NTU): A measure of the clarity of water. Turbidity in excess of 5 NTU is just noticeable to the average person.

Milligrams per liter (mg/l): Corresponds to one part of liquid in one million parts of liquid (parts per million - ppm).

Micrograms per liter (ug/l): Corresponds to one part of liquid in one billion parts of liquid (parts per billion - ppb).

Picocuries per liter (pCi/L): A measure of the radioactivity in water.

Million Fibers per Liter (MFL): million fibers per liter is a measure of the presence of asbestos fibers that are longer than 10 micrometers.

What does this information mean?

The Village of Tupper Lake received violations for exceeding the MCLs for Total Trihalomethanes (TTHM) and Haloacetic Acids (HAA5) during all four quarters in 2016. TTHM and HAA5 are disinfection byproducts. Compliance is based on a locational running annual average (LRAA). In other words, the sample result for the most recent calendar quarter is averaged with the three prior quarterly sample results for each sampling location. The LRAA is compared with the maximum contaminant level (MCL) allowed per regulations. A violation exists if the LRAA exceeds the MCL. The MCL for TTHM is 80 mcg/l (micrograms per liter). The MCL for HAA5 is 60 ug/l (micrograms per liter).

Total Trihalomethanes are a group of chemicals that are formed in drinking water during disinfection when chlorine reacts with naturally occurring organic material (e.g., decomposing vegetation such as tree leaves, algae or other aquatic plants) in surface water sources such as rivers and lakes. They are disinfection byproducts and include the individual chemicals chloroform, bromoform, bromodichloromethane, and chlorodibromomethane. The amount of trihalomethanes formed in drinking water during disinfection can change from day to day, depending on the temperature, the amount of organic material in the water, the amount of chlorine added, and a variety of other factors.

Disinfection of drinking water by chlorination is beneficial to public health. Drinking water is disinfected by public water suppliers to kill bacteria and viruses that could cause serious illnesses, and chlorine is the most commonly used disinfectant in New York State. All public water systems that use chlorine as a disinfectant contain trihalomethanes to some degree.

Some studies suggest that people who drank water containing trihalomethanes for long periods of time (e.g., 20 to 30 years) have an increased risk of certain health effects. These include an increased risk for cancer and for low birth weights, miscarriages and birth defects. The methods used by these studies could not rule out the role of other factors that could have resulted in the observed increased risks. In addition, other similar studies do not show an increased risk for these health effects. Therefore, the evidence from these studies is not strong enough to conclude that trihalomethanes were a major factor contributing to the observed increased risks for these health effects. Studies of laboratory animals show that some trihalomethanes can cause cancer and adverse reproductive and developmental effects, but at exposures much higher than exposures that could result through normal use of the water. The United States Environmental Protection Agency reviewed the information from the human and animal studies and concluded that while there is no causal link between disinfection byproducts (including trihalomethanes) and human health effects, the balance of the information warranted stronger regulations that limit the amount of trihalomethanes in drinking water, while still allowing for adequate disinfection. The risks for adverse health effects from trihalomethanes in drinking water are small compared to the risks for illness from drinking inadequately disinfected water.

Haloacetic Acids are formed in drinking water during treatment by chlorine (the most commonly used disinfectant in New York State), which reacts with certain acids that are in naturally-occurring organic material (e.g., decomposing vegetation such as tree leaves, algae, or other aquatic plants) in surface water sources such as rivers and lakes. The amount of HAAs in drinking water can change from day to day, depending on the temperature, the amount of organic material in the water, the amount of chlorine added, and a variety of other factors. Drinking water is disinfected by public water suppliers to kill bacteria and viruses that could cause serious illnesses. For this reason, disinfection of drinking water by chlorination is beneficial to public health.

Some studies suggest that people who drank chlorinated drinking water containing disinfection by-products (possibly including HAAs) for long periods of time (e.g., 20 to 30 years) have an increased risk for certain health effects. These include an increased risk for cancer. However, how long and how frequently people actually drank the water as well as how much HAAs the water contained is not known for certain. Therefore, the evidence from these studies is not strong enough to conclude that the observed increased risk for cancer is due to HAAs, other disinfection by-products, or some other factor. Studies of laboratory animals show that the individual HAAs, dichloroacetic acid and trichloroacetic acid, can cause cancer following exposure to high levels over their lifetimes. Dichloroacetic acid and trichloroacetic acid are also known to cause other effects in laboratory animals after high levels of exposure, primarily on the liver, kidney, and nervous system and on their ability to bear healthy offspring. The effects reported in studies of laboratory animals occur at exposures much higher than exposures that could result through normal use of the water. The risks for adverse health effects from HAAs in drinking water are small compared to the risk for illness from drinking inadequately disinfected water.

Lead If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The Village of Tupper Lake is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at http://www.epa.gov/safewater/lead.

We have learned through our other testing that some contaminants (including asbestos and barium) have also been detected; however, these contaminants were detected below the level allowed by the State.

Is our water system meeting other rules that govern operations?

The Tupper Lake filter plant was constructed during the 1960s. The filter plant is old and in poor condition. A broken filter unit at the Tupper Lake plant resulted in unfiltered water entering the distribution system during 2009. This problem may have existed for several months without alerting the water operators. The broken filter unit was identified and fixed by the water operators during November 2009. The NYSDOH initiated an enforcement action against the Village during April 2010 as a result of violating the filtration requirement and the general condition of the Tupper Lake filter plant. The Village accepted a Stipulation Agreement with the NYSDOH as part of the enforcement action that requires the Village to develop a new groundwater supply. We are working with the NYSDOH, our engineer and hydrogeologist to address this situation. We plan to develop new production wells at the Pitchfork Pond site. We anticipate that the new wells will be placed in service sometime during 2017.

Last year, our system was in compliance with all other applicable State drinking water operating, monitoring and reporting requirements.

Do I Need to Take Special Precautions?

Some people may be more vulnerable to disease causing microorganisms or pathogens in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice from their health care provider about their drinking water. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium, Giardia and other microbial pathogens are available from the Safe Drinking Water Hotline (800-426-4791).

Why Save Water and How to Avoid Wasting It?

Although our system has an adequate amount of water to meet present and future demands, there are a number of reasons why it is important to conserve water:

- Saving water saves energy and some of the costs associated with both of these necessities of life;
- Saving water reduces the cost of energy required to pump water and the need to construct costly new wells, pumping systems and water towers; and
- Saving water lessens the strain on the water system during a dry spell or drought, helping to avoid severe water use restrictions so that essential firefighting needs are met.

You can play a role in conserving water by becoming conscious of the amount of water your household is using, and by looking for ways to use less whenever you can. It is not hard to conserve water. Conservation tips include:

- Automatic dishwashers use 15 gallons for every cycle, regardless of how many dishes are loaded. So get a run for your money and load it to capacity.
- Turn off the tap when brushing your teeth.
- Check every faucet in your home for leaks. Just a slow drip can waste 15 to 20 gallons a day. Fix it up and you can save almost 6,000 gallons per year.
- Check your toilets for leaks by putting a few drops of food coloring in the tank, watch for a few minutes to see if the color shows up in the bowl. It is not uncommon to lose up to 100 gallons a day from one of these otherwise invisible toilet leaks. Fix it and you save more than 30,000 gallons a year.
- Use your water meter to detect hidden leaks. Simply turn off all taps and water using appliances, then check the meter after 15 minutes, if it moved, you have a leak.

Closing

Thank you for allowing us to continue to provide your family with quality drinking water this year. In order to maintain a safe and dependable water supply we sometimes need to make improvements that will benefit all of our customers. The costs of these improvements may be reflected in the rate structure. Rate adjustments may be necessary in order to address these improvements. Please call our office if you have questions. Copies of all of our test results are also available at our office.

This Notice is being sent to you by the Village of Tupper Lake.
State Water System ID#: NY1600012
Date distributed: May 13, 2017

NEW YORK STATE OF OPPORTUNITY. | Adirondack Park Agency

SHERMAN CRAIG
Chairman

TERRY MARTINO
Executive Director

RECEIVED
MAY 22 2017

May 16, 2017

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

RE: J2017-0250
Town of Tupper Lake/Village of Tupper Lake, Franklin County
Land Use Area – Hamlet and Moderate Intensity Use
Tax Map Designation 490.32-1-2, 490.35-2-2.100, 510.-1-65, 510.-3-27

Dear Mr. Maroun:

We received your Jurisdictional Inquiry Form on April 27, 2017 requesting a jurisdictional determination regarding your proposal to install a new 250,000 gallon water ground storage tank on the Town of Tupper Lake property.

A permit is required from the Agency for the installation of the 250,000 gallon water ground storage tank.

Pursuant to §802 and §810 of the Adirondack Park Agency Act a new water storage tank as a major public utility use constitutes a Class A and thus requires a permit from the Agency.

Please be aware that there may be additional reasons for Agency jurisdiction over the proposed project. No portion of the project may be started or undertaken[1] unless and until the required Agency permit has been obtained.

Enclosed you will find the appropriate permit application; please note that when completing the application it is not necessary to duplicate any information already submitted to the Agency.

---

[1]"Undertaken" includes commencement of any part of the project including grading, clearing, excavation, or construction of a road, etc.

P.O. Box 99 • 1133 NYS Route 86 • Ray Brook, NY 12977 • Tel: 518 891-4050 • Fax: 518 891-3938 • www.apa.ny.gov

We can also now advise that the proposal to upgrade, refurbish and replace elements of the Tupper Lake municipal sanitary sewer and collection system and to upgrade, expand and replace elements of the Tupper Lake municipal water supply system described in the materials received on April 27, 2017 does not require a permit from this Agency, provided the facts submitted are accurate and complete, and provided there is compliance with the restrictions below.

Description

It is our understanding that the project consists of the following:

1. The first property is a 10.8±-acre parcel located in the Village of Tupper Lake, Franklin County, on NYS Route 3 (Demars Blvd.), tax map designation 490.35-2-2.1.

2. The second property is a 60 ±-acre parcel having shoreline Tupper Lake located in the Village of Tupper Lake, Franklin County, on Water Street, tax map designation 490.32-1-2.

3. The third property is a 1 ±-acre parcel located in the Town of Tupper Lake, Franklin County, on Tamarac Drive, tax map designation 510-3-27.

4. The fourth property is a 139 ±-acre parcel located in the Town of Tupper Lake, Franklin County, on Country Club/Ski Tow Road, Schugar Lane, Robinwood Lane, tax map designation 510-1-65.

5. The fifth property is located in the Town of Tupper Lake, Franklin County within the right-of-way of Kildare Road and Mitchell Lane.

6. The first property is owned by The Village of Tupper Lake, as described in a deed recorded on May 11, 1960 in Liber 391 of Deeds, page 297, in the Franklin County Clerk's Office.

7. The second property is owned by The Village of Tupper Lake, as described in a deed recorded on May 20, 1960 in Liber 391 of Deeds, page 307, in the Franklin County Clerk's Office.

8. The third property is owned by The Town of Tupper Lake, as described in a deed recorded on March 2, 1999 in Liber 718 of Deeds, page 110 in the Franklin County Clerk's Office.

9. The fourth property is owned by The Town of Tupper Lake, as described in a deed recorded on April 22, 1971 in Liber 452 of Deeds, page 84 in the Franklin County Clerk's Office.

10. A review of the history of your property since the May 22, 1973 enactment date of the Adirondack Park Land Use and Development Plan is not necessary for the Agency to make a determination on your current proposal. As such, this determination makes no reference as to the deed history of this property.

11. The first property is improved by a Village pump station constructed in the 1960s, the second property is improved by wastewater treatment plant constructed in the 1960s, the third property is improved by a water booster pump station constructed in 1998 and the fourth property is improved by a golf course clubhouse constructed prior to 1973, a garage constructed in 1956, two barns constructed in 1960 and 1975 and a hut constructed in 1960.

12. You propose to make improvements to the Tupper Lake municipal water system and the Tupper Lake municipal sanitary sewer and collection system. The municipal water system improvements will be undertaken as described in a letter dated April 25, 2017 from Kevin P. Feuka, P.E. entitled " 2017 Tupper Lake Water System Improvements, Franklin County Jurisdictional Inquiry." The municipal sanitary sewer system improvements will be undertaken as described in a letter dated April 25, 2017 from Kevin P. Feuka, P.E. entitled " 2017 Sanitary Sewer and Collection System Improvements, Franklin County Jurisdictional Inquiry." The water system and sanitary sewer system improvements will be located as shown on three sketch maps labeled "Mitchell Lane," "Country Club Road," and "Water Street" dated January 25, 2017 and as shown on a general plan entitled "Water System Improvements Village of Tupper Lake," prepared by C2AE and dated April 2017 For purposes of Agency review, the letters, sketch maps and general plan have been stamped "Final". **As described above, the proposed new water storage tank shown on the plans requires a permit from this Agency.**

No additional subdivision or new land use and development is proposed at this time.

If any of the above is incorrect, please contact the Agency as a different determination could result.

FOR YOUR INFORMATION:

This determination is based upon the existing laws, regulations and Park Plan Map administered by the Agency. If they change before substantial commencement of the proposed project, this determination may also change.

Tax map designation 490.35-2-2.1 is located in a Hamlet land use area on the Adirondack Park Land Use and Development Plan Map. Tax map designation 490.32-1-2 is located in a Hamlet land use area on the Adirondack Park Land Use and Development Plan Map. Tax map designation 490.35-2-2.1 is located in a Moderate

Intensity Use land use area on the Adirondack Park Land Use and Development Plan Map. Tax map designation 510-3-27 is located in a Moderate Intensity Use land use area on the Adirondack Park Land Use and Development Plan Map. The rights-of-way of Kildare Road and Mitchell Lane are located partly in a Hamlet land use area and partly in a Moderate Intensity Use land use area on the Adirondack Park Land Use and Development Plan Map.

Agency staff has determined that there are wetlands subject to Agency jurisdiction on the property, based on interpretation of wetland maps available for Franklin County. The enclosed maps show the approximate location and boundary of wetlands in relation to the property. **There are wetlands adjacent to the roads in many of the routes of the project. Silt fence must be used and the excavation should be restricted to within the existing road grades. Existing road rights of way may extend into the wetlands. Field inspection by Agency staff is the only way to confirm the presence, location and size of wetlands particularly along the shoreline. Agency biologists should be called if there are any questions or possibilities of wetland impact at specific sites.**

The properties are not located in a statutory critical environmental area.

The properties are not located in a designated river area pursuant to the New York State Wild, Scenic and Recreational Rivers System Act.

Restrictions

Although the proposed project described above does not require an Agency permit, the following restrictions are imposed by law.

1. Projects must be undertaken in accord with Agency regulations implementing the State Freshwater Wetlands Act. Enclosed is a flyer describing some of the activities which require a wetlands permit.

2. No structure other than residential radio and television antennas and agricultural use structures may exceed 40 feet in height without an Agency permit. For Agency purposes, height is measured from the highest point of the structure to the lowest point of finished or natural grade, whichever is lower.

The proposal may require approvals from other government entities. We recommend that you check with Town authorities and the New York State Department of Environmental Conservation to obtain all necessary approvals prior to beginning your project.

If you have any questions, please do not hesitate to contact the Agency.

Sincerely,

Tracy J. Darrah

Tracy J. Darrah
Project administrator

TJD:DWM:mp
Enclosure: GIR and SIR for Community Infrastructure Permit Application
Wetlands flyer and maps

cc: Patricia Littlefield, Supervisor, Town of Tupper Lake (via email)
NYS DEC Region 5 (via email)

EASEMENT/RIGHT OF WAY AGREEMENT

THIS EASEMENT/RIGHT OF WAY AGREEMENT ("the Agreement") is entered into by and between the ***Property Owner***, the owner of the property located at **53 Park St, Tupper Lake NY** (the "Grantor") and Slic Network Solutions, Inc., with a mailing address of PO Box 150, Nicholville, NY 12965 (the "Grantee").

WHEREAS, the Grantee has requested Grantor's permission to use a portion of the Grantor's Property for the purposes described herein, which portion is designated as the "Communications Easement" as described in Section 2. Attachment Description herein (the "Easement Area"); and

WHEREAS, Grantor is willing to grant such Communications Easement to Grantee in accordance with and subject to the terms of this Agreement. Grantor and Grantee mutually desire and agree upon and set forth their respective rights and obligations with respect to the Easement Area and hereby execute and deliver this Agreement for that purpose.

NOW THEREFORE, for the term set forth herein Grantor hereby grants and conveys unto the Grantee, its successors, assigns, lessees and agents, a perpetual right of way and easement to construct, maintain, repair and operate its communication lines, consisting of such cable fixtures and appurtenances under, through, over and across the Grantor's Property which the Grantor owns or in which the Grantor may have an interest.

1. Consideration. Grantee will provision one (1) High Speed Internet Connection , at Grantor's Property, for use at 53 Park St, Tupper Lake, NY. The provisioned High Speed Internet Service shall be 25/25 Mbps. All installation fees and regular monthly fees for the service are waived for the term of, and as part of, this Agreement. Grantor usage must be in accordance with Slic's current, standard service terms for Phone and Internet service, Schedule B and C (available for review at http://www.slic.com/pdfs/sns_phone_t&c.pdf and http://www.slic.com/pdfs/sns_internet_t&c.pdf respectively), and this offer is non-transferable.
2. Attachment Description. Grantee will attach to the top of the building following the existing coax cable at the back left hand corner and will be as least intrusive as reasonably possible. The cable will then run over to the tower and secured all the way to the top. All cabling shall be installed in a location and manner such that it does not unduly interfere with the Grantor's use and enjoyment of the Property, nor shall it interfere with the structure of the existing roadway. On the top of the tower Grantee will install three ubiquiti light beams.
3. Damage to the Easement Area. The Grantee, its successors, assigns and/or lessees shall repair any damage done to the building(s) in the exercise of the rights herein granted. The Grantor will not interfere with the cable and its associated hardware; however, it is incumbent upon Grantee to situate and protect its equipment such that it does not attract attention from users of the Property. Grantee shall bear the burden of any damage or interference to Grantee's equipment not resulting from the negligence of Grantor. Grantor shall not be responsible for any loss of, or interruption to,

Grantee's equipment or any services provided by Grantee to others as anticipated under this Agreement, and all direct and indirect damages including, without limitation, lost profits, costs of repair, consequential and incidental damages, shall be borne solely by Grantee, except in the case of Grantor's gross negligence or intentional misconduct. To request change(s) in the cable placement, Grantor should contact Grantee in advance; however, nothing herein shall preclude Grantor from planning or executing any modifications, upgrades, renovations or changes to the buildings upon which, or in which, Grantee's equipment may be attached, placed or situated. In any such case, Grantor shall notify Grantee of any work which may interfere with Grantee's equipment, and both parties shall coordinate and cooperate with one another to relocate the equipment, either temporarily or permanently, so as to maintain Grantee's service offerings – all at no cost to Grantor.

4. Duration. The initial term of the agreement shall remain in replace for a period ten (10) years from the date of signing. Either party may terminate this agreement in writing no later than thirty (30) days before the end of the current term. Should the initial term be extended by the parties, the service provided to Grantor shall be upgraded to the highest service offering then offered by Grantee at no cost to Grantor as part of the consideration for extending the term. Should the term of this Agreement expire by its own terms, or the Agreement be terminated prior to the expiration of the initial term, Grantee shall be given the opportunity to remove all equipment attached to, or positioned within, the buildings located on Grantor's Property, but all other improvements shall remain and title thereto shall pass to Grantor at no cost to Grantor.
5. Title. By signing this agreement, the Grantor represents and warrants that he has good title to the Easement Area. Grantor further represents and warrants that he has the right to grant the Communications Easement herein.
6. Compliance with Laws. Grantee shall comply with all applicable laws, ordinances, rules and regulations with respect to Grantee's use of the Easement Area.
7. Entry; No Obstruction. Grantee, Grantee's officers, employees, agents, contractors, subcontractors, invitees, and licensees shall have the right to enter upon the Easement Area wherever necessary for the exercise of the rights and privileges granted hereunder provided that Grantee provides as much advanced notification as possible prior to entry. Grantee shall, as a condition to entry on Grantor's Property, be insured adequately to cover all potential consequences of Grantee's acts or omissions, or those acts or omissions of those for which Grantee is responsible, while present on Grantor's Property.
8. Indemnification. To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not otherwise covered by insurance, Grantee shall defend, indemnify and hold harmless Grantor, its members, partners, relatives, invitees, agents and employees from and against claims, demands, damages, losses and expenses including, without limitation, attorneys' fees, arising out of or relating to the work, services, acts or omissions of Grantee or those with which the Grantee

contracts directly or indirectly, or for which the Grantee is otherwise responsible, except to the extent that such claims, demands, damages, losses and expenses are caused by the gross negligence or intentional misconduct of Grantor or those for which Grantor is responsible.

9. Access. Grantor shall not be responsible for snow removal or accessibility of the property to the location of the equipment. Further, Grantor shall not be responsible for damage to any buried improvements resulting from plowing operations or standard roadway improvements, maintenance and drainage work.
10. Obligations Binding on Successors. The burdens and the benefits of the agreements contained herein and the rights granted hereby shall run with both the Grantee's property and the Easement Area and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.
11. Acceptance. This Agreement shall not become effective unless and until Grantee has accepted the rights herein granted on the terms and conditions herein set forth, all of which, by Grantee's execution of this Agreement, Grantee agrees to be bound.
12. Miscellaneous. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together shall constitute a single, fully executed Agreement. This Agreement shall be governed by the laws of the State of New York.

(Signatures)

Grantor	Grantee
Village of Tupper Lake	**Slic Network Solutions**
Marc Staves, Superintendent	Darlene Cole, Director of Operations
6/15/2017	
Date	Date

STATE OF NEW YORK)
COUNTY OF ST. LAWRENCE) SS.

On the _____day of _____ in the year_____ _before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledges to me that he/she/they executed the same in his/her/they capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument and that such individual made such appearance before the undersigned in the City/Town/Village of _____, State of New York.

Notary Public

STATE OF NEW YORK)
COUNTY OF ST. LAWRENCE) SS.

On the_____day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledges to me that he/she/they executed the same in his/her/they capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument and that such individual made such appearance before the undersigned in the City/Town/Village of _____, State of New York.

Notary Public

VILLAGE OF TUPPER LAKE
ABSTRACT/WARRANT JOURNAL
06/21/2017

VENDOR NO	CLAIMANT NAME	VOUCHER CLAIM #	INVOICE DATE	INVOICE NO	DESCRIPTION	DISTRIBUTION CODE		NET CHECK AMOUNT	CHECK NO
874	ADIRONDACK ADULT CENTER	8252	06/20/2017	2017-18	ANNUAL SUPPORT 2017-18	A	6772.400	5,000.00	*
368	ADIRONDACK AWARDS INC	8299	05/25/2017	2947	US FLAG PARK	A	7140.400	78.70	*
695	ADIRONDACK DAILY ENTERP	8229	05/31/2017	332433	ADK GUIDE	A	1620.400	498.00	*
484	ADIRONDACK ENERGY PRODU	8283	06/20/2017	5/15-6/19		A	3410.410	112.93	
						A	5110.410	284.84	
						A	5110.410	825.20	
						F	8340.410	1,412.17	
						G	8120.410	1,412.16	
						EE	804.000	408.69	
						TOTAL CHECK		4,455.99	*
1632	AIRGAS USA, LLC	8281	05/31/2017	9944925442		A	1640.400	19.27	
						F	8340.400	9.64	
						G	8110.400	9.63	
						EE	804.000	19.27	
						TOTAL CHECK		57.81	*
1922	ALPINE DIGITAL LLC	8188	06/08/2017	10088	DECAL & SIGNS	EE	787.000	75.00	
						EE	804.000	91.00	
						TOTAL CHECK		166.00	*
232	ALTEC INDUSTRIES INC	8187	05/18/2017	10754656	NON CONDUCTIVE TOOL HOS	EE	804.000	82.97	
		8185	05/23/2017	50113464	REPAIR TO UNIT 8 B.T.	EE	804.000	2,466.71	
						TOTAL CHECK		2,549.68	*
1866	AVENET, LLC	8261	05/04/2017	40802	GOVOFFICE RENEWAL 2017	A	1620.400	566.67	
						F	8310.450	70.83	
						G	8110.450	70.83	
						EE	781.500	141.67	
						TOTAL CHECK		850.00	*
1967	BANK OF AMERICA, N.A.	8300	06/20/2017	060717		A	1010.400	37.18-	
						A	1640.400	54.00	
						A	3120.457	1,180.99	
						A	3410.410	26.50	
						A	5110.460	122.34	
						A	5110.470	385.00	
						A	7140.400	88.59	
						EE	785.100	562.28	
						EE	785.150	2,539.68	
						TOTAL CHECK		4,922.20	*
1	CED-CREDIT OFFICE	8189	05/18/2017	8015639123	COPPER STRAND WIRE	EE	123.000	1,453.11	*
36	CHAMPLAIN COMMUNICATION	8286	05/30/2017	1652		A	3410.271	69.95	
		8284	06/08/2017	1662		A	3120.450	48.36	
		8285	06/08/2017	1663		A	3410.270	174.75	
						TOTAL CHECK		293.06	*
430	CHAMPLAIN TRUCK CENTER	8234	06/07/2017	P241283		A	5110.470	25.16	

VENDOR NO	CLAIMANT NAME	VOUCHER CLAIM #	INVOICE DATE	INVOICE NO	DESCRIPTION	DISTRIBUTION CODE		NET CHECK AMOUNT	CHECK NO
		8230	06/08/2017	P241318		A	5110.470	485.04	
		8232	06/09/2017	P241360		A	5110.470	53.18	
		8233	06/09/2017	P241359		A	5110.470	487.14	
		8235	06/15/2017	P241478		A	5110.470	65.94	
		8231	06/09/2017	P241358		A	5110.470	485.04-	
						TOTAL CHECK		631.42 *	
2055	CINTAS CORPORATION NO.	8288	04/28/2017	9013969238	AED PADS	A	3120.455	437.50 *	
1418	CYNCON EQUIPMENT INC.	8274	06/09/2017	75661		A	5110.470	1,103.37 *	
2003	DEVELOPMENT AUTHORITY O	8266	06/01/2017	61651	VTL WATER IMPROVEMENTS	T	30.000	121.80	
		8267	06/01/2017	61652	VTL WD3 CAPITAL IMPROVE	H	1440.420	936.79	
						T	30.000	533.21	
						TOTAL CHECK		1,591.80 *	
70	DAY WHOLESALE INC	8202	06/14/2017	424883	WATER FOR OFFICE	A	1620.400	25.50	
						EE	785.200	25.50	
						TOTAL CHECK		51.00 *	
967	DENTON PUBLICATIONS, IN	8264	05/27/2017	151287		A	1620.400	85.00 *	
1905	ECONO SIGN & BARRICADE,	8226	05/24/2017	10-937414	PARK SIGNS	A	7140.400	233.98 *	
1091	PETER EDWARDS	8212	06/20/2017	5/12-6/13	MILE REIM 5/12-6/13/17	A	3620.400	129.81 *	
2114	EXTREME TACTICAL DYNAMI	8306	05/24/2017	78913		A	3120.455	127.96	
						A	3410.450	59.96	
						TOTAL CHECK		187.92 *	
130	EXXON MOBIL	8223	06/20/2017	060817		EE	785.150	78.17 *	
1658	FERGUSON WATERWORKS	8254	05/24/2017	0755714		A	8140.400	227.49	
		8255	05/24/2017	0755707	VACHEREAU ST	A	8140.400	392.28	
		8205	06/08/2017	0757413		G	8120.430	5,160.58	
		8206	06/08/2017	0757857		F	8340.480	71.08	
		8210	06/12/2017	0758767	TAP CAP	F	8340.430	45.26	
						TOTAL CHECK		5,896.69 *	
1072	FOSTER GRANDPARENT PROG	8251	06/20/2017	2017-18	ANNUAL SUPPORT 2017-18	A	6772.400	2,000.00 *	
347	FRANKLIN COUNTY REAL PR	8246	06/20/2017	2017	TAX BILL PREPARATION	A	1620.400	970.75 *	
82	FRANKLIN COUNTY SELF-IN	8272	06/20/2017	2017	SELF INSURANCE 2017-18	A	9040.800	43,629.04	
						F	9040.800	2,090.36	
						G	9040.800	2,090.36	
						EE	783.100	31,702.24	
						TOTAL CHECK		79,512.00 *	
223	HALL'S SAFETY EQUIPMENT	8190	06/09/2017	0617-0194	CARL LARSON CLOTHING	EE	785.200	734.85	
		8191	06/09/2017	0617-0195	CHAD MONTANA CLOTHING	EE	785.200	143.85	
						TOTAL CHECK		878.70 *	

VENDOR NO	CLAIMANT NAME	VOUCHER CLAIM #	INVOICE DATE	INVOICE NO	DESCRIPTION	DISTRIBUTION CODE	NET CHECK AMOUNT	CHECK NO
167	HULBERTS TRI LAKE SUPPL	8237	05/22/2017	51893533	ROAD FABRIC VACHEREAU	A 5110.460	607.20	
		8238	05/31/2017	51896636	PARK TOILETS/URINALS	A 7140.400	592.15	
						TOTAL CHECK	1,199.35 *	
1796	IBC INC	8227	06/01/2017	28220	PAIGE CLOTHING ALLOW	A 5110.430	205.67	
		8207	06/10/2017	28239	NATE DURFEE CLOTHING	F 8340.460	178.13	
						G 8130.460	178.12	
		8208	06/16/2017	28238	DERRICK OLDS CLOTHING	G 8130.460	354.82	
		8287	06/16/2017	28255	CHARLIE BENCZE	A 5110.430	293.50	
		8209	06/17/2017	28253	MAX WILLETT CLOTHING	F 8340.460	184.87	
						G 8130.460	184.87	
						TOTAL CHECK	1,579.98 *	
1283	INDUSTRIAL PRESS	8258	05/18/2017	33807	FOLDING TAX BILLS	A 1620.400	40.00 *	
1783	INTERNATIONAL CODE COUN	8259	06/20/2017	2017-18	ANNUAL DUES 2017018	A 3620.400	135.00 *	
1666	JON KOPP	8253	06/20/2017	2017-18	ANN'L STIPEND HISTORIAN	A 6410.400	200.00 *	
1949	JOSEPH TECHNOLOGY CORP.	8220	06/20/2017	14	NYSERDA MILESTONE#14	A 1440.400	30,000.00 *	
2113	KIMBALL MIDWEST	8308	06/09/2017	5664799		A 1640.400	16.33	
						F 8340.400	8.16	
						G 8110.400	8.16	
						EE 804.000	16.33	
						TOTAL CHECK	48.98 *	
197	LAWSON PRODUCTS INC	8290	06/07/2017	9304998492	CUST #10239056	A 1640.400	102.82	
						F 8340.400	51.41	
						G 8110.400	51.40	
						EE 804.000	102.82	
		8292	06/07/2017	9304998491	CUST #10239056	A 1640.400	96.55	
						F 8340.400	48.28	
						G 8110.400	48.27	
						EE 804.000	96.55	
		8291	06/08/2017	9305002282	CUST #10239056	A 1640.400	69.25	
						F 8340.400	34.62	
						G 8110.400	34.62	
						EE 804.000	69.25	
						TOTAL CHECK	805.84 *	
137	MIDSTATE INDUSTRIAL SUP	8271	06/01/2017	17-48169		A 1640.400	109.66	
						F 8340.400	54.84	
						G 8110.400	54.84	
						EE 804.000	109.66	
		8276	06/01/2017	17-48175		A 1640.400	40.25	
						F 8340.400	20.12	
						G 8110.400	20.13	
						EE 804.000	40.25	
		8236	06/07/2017	17-48271	TIPPMAN PROPANE POST DR	A 5110.200	2,340.00	
						TOTAL CHECK	2,789.75 *	
1688	MITCHELL STONE PRODUCTS	8289	06/12/2017	34895		A 7140.400	16.52 *	

VENDOR NO	CLAIMANT NAME	VOUCHER CLAIM #	INVOICE DATE	INVOICE NO	DESCRIPTION	DISTRIBUTION CODE		NET CHECK AMOUNT	CHECK NO
1953	LAW OFFICE OF NATHAN N	8218	06/16/2017	MAY 2017	RETAINER MAY 2017	A	1420.400	366.67	
						F	1420.100	183.33	
						G	1420.100	183.33	
						EE	781.110	366.67	
		8219	06/20/2017	JUNE 2017	RETAINER JUNE 2017	A	1420.400	366.67	
						F	1420.100	183.33	
						G	1420.100	183.33	
						EE	781.110	366.67	
						TOTAL CHECK		2,200.00 *	
2016	NORTHERN SAFETY CO., IN	8222	05/26/2017	902448174		A	5110.460	56.53 *	
722	NYCOM	8262	06/20/2017	2017-18	MEMERSHIP DUES 2017-18	A	1920.400	2,084.00 *	
2083	ONEGROUP	8301	05/17/2017	051717	ADD 2017 BUCKET TRUCK	EE	128.200	133.10	
		8302	06/20/2017	060117	ADD TRAILERS 2016-17	A	5110.400	2.20	
						F	8340.400	1.10	
						G	8130.400	1.10	
		8303	06/20/2017	060117	ADD NEW TRAILERS2017-18	A	5110.400	66.55	
						F	8340.400	33.28	
						G	8130.400	33.27	
		8305	06/20/2017	2017		A	1010.400	4,341.87	
						A	1620.400	1,711.14	
						A	1640.400	2,827.49	
						A	3120.400	21,010.43	
						A	3150.400	93.09	
						A	3410.400	8,642.55	
						A	5110.400	7,742.68	
						A	5142.400	2,059.14	
						A	7140.400	2,813.57	
						A	8160.400	2,248.36	
						F	8340.400	21,648.43	
						F	8340.400	.01-	
						G	8130.400	21,648.43	
						EE	128.200	48,212.34	
						TOTAL CHECK		145,270.11 *	
102	POSTMASTER 12986	8263	06/20/2017	2017-18	PO BOX 1290 RENEWAL	A	1620.400	118.67	
						F	8310.450	59.33	
						G	8110.450	59.33	
						EE	781.500	118.67	
		8279	06/20/2017	2017	PO BOX 750	A	3120.455	194.00	
						TOTAL CHECK		550.00 *	
1288	POWERPLAN	8225	05/15/2017	1701717		A	5110.470	250.12 *	
650	VILLAGE OF TUPPER LAKE-	8214	06/20/2017	MAY 2017	SEWER RELEVY MAY 2017	A	630.100	46,494.09 *	
1541	SPECTRUM	8239	06/20/2017	062717	ACCT#202805461501001	A	1640.400	12.50	
						EE	781.500	12.50	
		8240	06/20/2017	062717	ACCT#202-805530101001	A	1620.400	16.65	
						F	8310.400	8.33	

VENDOR NO	CLAIMANT NAME	VOUCHER CLAIM #	INVOICE DATE	INVOICE NO	DESCRIPTION	DISTRIBUTION CODE		NET CHECK AMOUNT	CHECK NO
						G	8110.400	8.32	
						EE	781.500	16.65	
						TOTAL CHECK		74.95 *	
1935	SPX FLOW US, LLC	8211	06/07/2017	92084218	LIGHTNIN MIXER	F	8330.200	1,789.48 *	
1784	STACKED GRAPHICS	8228	05/23/2017	1428	TSHIRTS FOR SAFETY	A	5110.460	778.50 *	
751	STARR UNIFORM CENTER, I	8278	06/05/2017	115088	VAILLANCOURT	A	3120.450	69.99 *	
224	STUART C IRBY CO	8199	04/20/2017	S10152391	GUARD LINE CIP ON JUMBO	EE	804.000	795.06	
		8198	05/05/2017	S10181604	WIRES	EE	123.000	866.04	
		8197	05/11/2017	S10182801.	SMOKED LENS	EE	785.200	184.26	
		8196	05/12/2017	S10177134.	METER FORMS	EE	761.220	2,006.80	
		8194	05/26/2017	S10210483.	CUTOUTS	EE	123.000	2,503.44	
		8195	05/26/2017	S10181604.	WIREHOLDER	EE	123.000	226.50	
						TOTAL CHECK		6,582.10 *	
2062	SYMQUEST GROUP INC	8260	05/24/2017	1147682		A	1620.400	138.77	
						A	3120.455	101.50	
						F	8310.400	69.38	
						G	8110.400	69.38	
						EE	781.500	138.77	
						TOTAL CHECK		517.80 *	
862	T&R ELECTRIC SUPPLY CO.	8203	06/10/2017	144419	TRANSFORMERS	EE	1365.000	10,995.00	
		8204	06/10/2017	144418	TRANSFORMERS	EE	1365.000	10,230.00	
						TOTAL CHECK		21,225.00 *	
2108	SUTPHEN CORPORATION	8273	05/23/2017	HS-6107	DOWN PAYMENT	A	3410.200	100,000.00 *	
254	TRANSFORMER SERVICE INC	8200	06/06/2017	31598	INSPECTION OF SUBSTATIO	EE	742.130	1,010.00 *	
1302	TRUDEAU SAND AND GRAVEL	8221	08/09/2017	11341	PLAYGROUND WOOD CHIPS	A	7140.400	760.00 *	
96	TUPPER LAKE CHAMBER COM	8257	06/20/2017	2017	FIREWORK DISPLAY 7/3/17	A	7550.400	5,500.00 *	
204	UNITED PARCEL SVC OF AM	8277	06/03/2017	A493W8227	VIEVU	A	3120.455	34.71 *	
2112	UPSTONE MATERIALS INC	8293	05/20/2017	923027	STONE	A	5110.440	4,921.48	
		8294	06/03/2017	933759	STONE VACHEREAU	A	5110.440	8,259.78	
		8295	06/03/2017	932519	STONE VACHEREAU ST	A	5110.440	644.17	
		8296	06/10/2017	940137	STONE VACHEREAU ST	A	5110.440	4,856.27	
		8297	06/10/2017	940138	STONE VACHEREAU ST	A	5110.440	1,330.31	
						TOTAL CHECK		20,012.01 *	
358	USA BLUEBOOK	8201	06/05/2017	275737	REPAIR CLAMP/SADDLE	G	8120.430	607.62 *	
1545	VAINCOURT FUELS	8282	06/20/2017	5/15-7/19		A	3120.454	682.47	
						A	3410.410	101.54	
						A	5110.410	365.10	
						A	5110.410	373.55	
						F	8340.410	336.49	

VENDOR NO	CLAIMANT NAME	VOUCHER CLAIM #	INVOICE DATE	INVOICE NO	DESCRIPTION	DISTRIBUTION CODE		NET CHECK AMOUNT	CHECK NO
						G	8120.410	336.49	
						EE	804.000	429.43	
						TOTAL CHECK		2,625.07 *	
1986	VIEVU LLC	8217	05/31/2017	23215	BODY CAMERA	A	3120.200	318.00 *	
1791	VILLAGE OF TUPPER LAKE	8216	06/20/2017	PRIME5/17	PRIMEFLEX HRA 5/30/17	A	9060.800	78.58	
						F	9060.800	39.30	
						G	9060.800	39.29	
						EE	785.130	78.58	
						TOTAL CHECK		235.75 *	
350	VILLAGE OF TUPPER LAKE-	8213	06/20/2017	GUARD7/17	GUARDIAN 7/17	A	9060.800	620.19	
						F	9060.800	215.40	
						G	9060.800	215.40	
						T	20.000	689.39	
						EE	785.130	466.84	
		8241	06/20/2017	USBANK6/17	US BANK COPIER 6/17	A	3120.455	82.86	
						F	8310.400	13.80	
						G	8110.400	13.81	
						EE	781.500	27.62	
		8243	06/20/2017	HDHP 6/17	EXCELLUS HDHP 6/2017	A	9060.800	16,058.06	
						F	9060.800	3,841.54	
						G	9060.800	3,841.53	
						T	20.000	7,929.91	
						EE	785.130	7,444.38	
		8244	06/20/2017	MDADV6/17	EXCELLUS 65+ MEDADV6/17	A	9060.800	3,561.90	
						F	9060.800	791.45	
						G	9060.800	791.45	
						T	20.000	1,151.20	
						EE	785.130	2,500.33	
		8245	06/20/2017	GUARD6/17	GUARDIAN JUNE 2017	A	9060.800	803.69	
						F	9060.800	215.40	
						G	9060.800	215.40	
						T	20.000	733.98	
						EE	785.130	466.84	
		8247	06/20/2017	MDADV 7/17	EXCELLUS 65+ MEDADV7/17	A	9060.800	3,849.70	
						F	9060.800	791.45	
						G	9060.800	791.45	
						T	20.000	1,439.00	
						EE	785.130	2,500.33	
		8249	06/20/2017	HDHP 7/17	EXCELLUS HDHP 7/2017	A	9060.800	10,698.56	
						F	9060.800	3,997.68	
						G	9060.800	3,997.68	
						T	20.000	6,078.08	
						EE	785.130	7,798.35	
		8280	06/20/2017	CORST5/17	CORNERSTONE 5/2017	A	1110.400	63.97	
						A	1620.400	118.87	
						A	1640.400	21.48	
						A	3120.470	299.69	
						A	3410.420	64.52	
						A	3410.420	30.75	
						F	8310.400	59.44	

VENDOR NO	CLAIMANT NAME	VOUCHER CLAIM #	INVOICE DATE	INVOICE NO	DESCRIPTION	DISTRIBUTION CODE		NET CHECK AMOUNT	CHECK NO
						F	8330.400	34.80	
						F	8330.400	30.77	
						F	8330.400	30.64	
						G	8110.400	59.44	
						G	8130.400	61.73	
						EE	741.220	30.60	
						EE	781.500	118.87	
						EE	781.500	21.48	
						TOTAL CHECK		95,681.70 *	
1177	VILLAGE OF TUPPER LAKE-	8215	06/20/2017	MAY 2017	WATER RELEVY MAY 2017	A	630.100	51,766.19 *	

TOTAL NET CHECK AMOUNT 657,421.80 *

0 657,421.80 *

TO THE TREASURER OF THE VILLAGE OF TUPPER LAKE:

THE ABOVE LISTED CLAIMS HAVING BEEN PRESENTED TO THE BOARD OF TRUSTEES OF VILLAGE OF TUPPER LAKE, AND HAVING BEEN DULY AUDITED AND ALLOWED IN THE AMOUNTS AS SHOWN ON THE ABOVE-MENTIONED DATE, YOU ARE HEREBY AUTHORIZED AND DIRECTED TO PAY TO EACH OF THE LISTED CLAIMANTS THE AMOUNT ALLOWED UPON HIS CLAIM APPEARING OPPOSITE HIS NAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AS VILLAGE CLERK OF THE VILLAGE OF TUPPER LAKE THIS _____ DAY OF _____, 19___.

_____
(VILLAGE CLERK)

FUND	ACCOUNT NUMBER	DESCRIPTION	AMOUNT
A	630.100	DUE TO OTHER FUNDS	46,494.09
A	630.100	DUE TO OTHER FUNDS	51,766.19
A	1010.400	CONTRACTUAL EXPENSES	37.18-
A	1010.400	CONTRACTUAL EXPENSES	4,341.87
A	1110.400	CONTRACTUAL EXPENSES	63.97
A	1420.400	CONTRACTUAL EXPENSES	366.67
A	1420.400	CONTRACTUAL EXPENSES	366.67
A	1440.400	CONTRACTUAL EXPENSES	30,000.00
A	1620.400	CONTRACTUAL EXPENSES	498.00
A	1620.400	CONTRACTUAL EXPENSES	566.67
A	1620.400	CONTRACTUAL EXPENSES	25.50
A	1620.400	CONTRACTUAL EXPENSES	85.00
A	1620.400	CONTRACTUAL EXPENSES	970.75
A	1620.400	CONTRACTUAL EXPENSES	40.00
A	1620.400	CONTRACTUAL EXPENSES	1,711.14
A	1620.400	CONTRACTUAL EXPENSES	118.67
A	1620.400	CONTRACTUAL EXPENSES	16.65
A	1620.400	CONTRACTUAL EXPENSES	138.77
A	1620.400	CONTRACTUAL EXPENSES	118.87
A	1640.400	CONTRACTUAL EXPENSES	19.27
A	1640.400	CONTRACTUAL EXPENSES	54.00
A	1640.400	CONTRACTUAL EXPENSES	16.33
A	1640.400	CONTRACTUAL EXPENSES	102.82
A	1640.400	CONTRACTUAL EXPENSES	96.55
A	1640.400	CONTRACTUAL EXPENSES	69.25
A	1640.400	CONTRACTUAL EXPENSES	109.66
A	1640.400	CONTRACTUAL EXPENSES	40.25
A	1640.400	CONTRACTUAL EXPENSES	2,827.49
A	1640.400	CONTRACTUAL EXPENSES	12.50
A	1640.400	CONTRACTUAL EXPENSES	21.48
A	1920.400	MUNICIPAL ASSOC DUES	2,084.00
A	3120.200	EQUIPMENT	318.00
A	3120.400	POLICE INSURANCE	21,010.43
A	3120.450	POLICE - CLOTH ALLOW	48.36
A	3120.450	POLICE - CLOTH ALLOW	69.99
A	3120.454	POLICE FUEL	682.47
A	3120.455	POLICE OFF SUP/MISC.	437.50
A	3120.455	POLICE OFF SUP/MISC.	127.96
A	3120.455	POLICE OFF SUP/MISC.	194.00
A	3120.455	POLICE OFF SUP/MISC.	101.50
A	3120.455	POLICE OFF SUP/MISC.	34.71
A	3120.455	POLICE OFF SUP/MISC.	82.86
A	3120.457	POLICE BIKE RODEO	1,180.99
A	3120.470	POLICE PHONE	299.69
A	3150.400	CONTRACTUAL EXPENSES	93.09
A	3410.200	FIRE SAFETY SUPPLIES	100,000.00
A	3410.270	COMM RADIO PURCH/UPDAT	174.75
A	3410.271	RADIO/HOME ALERT REPRS	69.95
A	3410.400	FIRE - INSURANCE	8,642.55
A	3410.410	FIRE - FUEL	112.93
A	3410.410	FIRE - FUEL	26.50
A	3410.410	FIRE - FUEL	101.54
A	3410.420	FIRE - PHONES	64.52

FUND	ACCOUNT NUMBER	DESCRIPTION	AMOUNT
A	3410.420	FIRE - PHONES	30.75
A	3410.450	FIRE - MISC/UPKEEP	59.96
A	3620.400	CONTRACTUAL EXPENSES	129.81
A	3620.400	CONTRACTUAL EXPENSES	135.00
A	5110.200	EQUIPMENT	2,340.00
A	5110.400	STREETS - INSURANCE	2.20
A	5110.400	STREETS - INSURANCE	66.55
A	5110.400	STREETS - INSURANCE	7,742.68
A	5110.410	STREETS - FUEL	284.84
A	5110.410	STREETS - FUEL	825.20
A	5110.410	STREETS - FUEL	365.10
A	5110.410	STREETS - FUEL	373.55
A	5110.430	STREETS - CLOTH ALLOW	205.67
A	5110.430	STREETS - CLOTH ALLOW	293.50
A	5110.440	STREETS - GRAVEL/STONE	4,921.48
A	5110.440	STREETS - GRAVEL/STONE	8,259.78
A	5110.440	STREETS - GRAVEL/STONE	644.17
A	5110.440	STREETS - GRAVEL/STONE	4,856.27
A	5110.440	STREETS - GRAVEL/STONE	1,330.31
A	5110.460	STREETS - MAINT/MISC.	122.34
A	5110.460	STREETS - MAINT/MISC.	607.20
A	5110.460	STREETS - MAINT/MISC.	56.53
A	5110.460	STREETS - MAINT/MISC.	778.50
A	5110.470	STREETS - EQUIP RPR	385.00
A	5110.470	STREETS - EQUIP RPR	25.16
A	5110.470	STREETS - EQUIP RPR	485.04
A	5110.470	STREETS - EQUIP RPR	53.18
A	5110.470	STREETS - EQUIP RPR	487.14
A	5110.470	STREETS - EQUIP RPR	65.94
A	5110.470	STREETS - EQUIP RPR	485.04-
A	5110.470	STREETS - EQUIP RPR	1,103.37
A	5110.470	STREETS - EQUIP RPR	250.12
A	5142.400	CONTRACTUAL EXPENSES	2,059.14
A	6410.400	CONTRACTUAL EXPENSES	200.00
A	6772.400	AGING - CONT SRVCS	5,000.00
A	6772.400	AGING - CONT SRVCS	2,000.00
A	7140.400	CONTRACTUAL EXPENSES	78.70
A	7140.400	CONTRACTUAL EXPENSES	88.59
A	7140.400	CONTRACTUAL EXPENSES	233.98
A	7140.400	CONTRACTUAL EXPENSES	592.15
A	7140.400	CONTRACTUAL EXPENSES	16.52
A	7140.400	CONTRACTUAL EXPENSES	2,813.57
A	7140.400	CONTRACTUAL EXPENSES	760.00
A	7550.400	CONTRACTUAL EXPENSES	5,500.00
A	8140.400	CONTRACTUAL EXPENSES	227.49
A	8140.400	CONTRACTUAL EXPENSES	392.28
A	8160.400	CONTRACTUAL EXPENSES	2,248.36
A	9040.800	WORKMEN'S COMPENSATION	43,629.04
A	9060.800	HOSPITAL AND MEDICAL	78.58
A	9060.800	HOSPITAL AND MEDICAL	620.19
A	9060.800	HOSPITAL AND MEDICAL	16,058.06
A	9060.800	HOSPITAL AND MEDICAL	3,561.90
A	9060.800	HOSPITAL AND MEDICAL	803.69

FUND	ACCOUNT NUMBER	DESCRIPTION	AMOUNT
A	9060.800	HOSPITAL AND MEDICAL	3,849.70
A	9060.800	HOSPITAL AND MEDICAL	10,698.56
		TOTAL FUND	415,291.99

FUND	ACCOUNT NUMBER	DESCRIPTION	AMOUNT
F	1420.100	LAW PERS SERVICE - REG	183.33
F	1420.100	LAW PERS SERVICE - REG	183.33
F	8310.400	MISC/CONTR EXPENSES	8.33
F	8310.400	MISC/CONTR EXPENSES	69.38
F	8310.400	MISC/CONTR EXPENSES	13.80
F	8310.400	MISC/CONTR EXPENSES	59.44
F	8310.450	OFFICE SUPPLIES/POSTAGE	70.83
F	8310.450	OFFICE SUPPLIES/POSTAGE	59.33
F	8330.200	EQUIPMENT	1,789.48
F	8330.400	MISC/CONTR EXPENSES	34.80
F	8330.400	MISC/CONTR EXPENSES	30.77
F	8330.400	MISC/CONTR EXPENSES	30.64
F	8340.400	BLDG/GROUNDS/CONTR	9.64
F	8340.400	BLDG/GROUNDS/CONTR	8.16
F	8340.400	BLDG/GROUNDS/CONTR	51.41
F	8340.400	BLDG/GROUNDS/CONTR	48.28
F	8340.400	BLDG/GROUNDS/CONTR	34.62
F	8340.400	BLDG/GROUNDS/CONTR	54.84
F	8340.400	BLDG/GROUNDS/CONTR	20.12
F	8340.400	BLDG/GROUNDS/CONTR	1.10
F	8340.400	BLDG/GROUNDS/CONTR	33.28
F	8340.400	BLDG/GROUNDS/CONTR	21,648.43
F	8340.400	BLDG/GROUNDS/CONTR	.01-
F	8340.410	FUEL	1,412.17
F	8340.410	FUEL	336.49
F	8340.430	SYS MAINT/REPAIRS/MATLS	45.26
F	8340.460	SAFETY AND SCHOOLING	178.13
F	8340.460	SAFETY AND SCHOOLING	184.87
F	8340.480	SYSTEM UPGRADES/IMPROV	71.08
F	9040.800	WORKMEN'S COMPENSATION	2,090.36
F	9060.800	HOSP/MEDICAL INSURANCE	39.30
F	9060.800	HOSP/MEDICAL INSURANCE	215.40
F	9060.800	HOSP/MEDICAL INSURANCE	3,841.54
F	9060.800	HOSP/MEDICAL INSURANCE	791.45
F	9060.800	HOSP/MEDICAL INSURANCE	215.40
F	9060.800	HOSP/MEDICAL INSURANCE	791.45
F	9060.800	HOSP/MEDICAL INSURANCE	3,997.68
		TOTAL FUND	38,653.91

FUND	ACCOUNT NUMBER	DESCRIPTION	AMOUNT
G	1420.100	LAW PERS SERVICE - REG	183.33
G	1420.100	LAW PERS SERVICE - REG	183.33
G	8110.400	MISC/CONTR EXPENSES	9.63
G	8110.400	MISC/CONTR EXPENSES	8.16
G	8110.400	MISC/CONTR EXPENSES	51.40
G	8110.400	MISC/CONTR EXPENSES	48.27
G	8110.400	MISC/CONTR EXPENSES	34.62
G	8110.400	MISC/CONTR EXPENSES	54.84
G	8110.400	MISC/CONTR EXPENSES	20.13
G	8110.400	MISC/CONTR EXPENSES	8.32
G	8110.400	MISC/CONTR EXPENSES	69.38
G	8110.400	MISC/CONTR EXPENSES	13.81
G	8110.400	MISC/CONTR EXPENSES	59.44
G	8110.450	OFFICE SUPPLIES/POSTAGE	70.83
G	8110.450	OFFICE SUPPLIES/POSTAGE	59.33
G	8120.410	FUEL	1,412.16
G	8120.410	FUEL	336.49
G	8120.430	SYS MAINT/REPAIRS/MATLS	5,160.58
G	8120.430	SYS MAINT/REPAIRS/MATLS	607.62
G	8130.400	BLDG/GROUNDS/CONTR	1.10
G	8130.400	BLDG/GROUNDS/CONTR	33.27
G	8130.400	BLDG/GROUNDS/CONTR	21,648.43
G	8130.400	BLDG/GROUNDS/CONTR	61.73
G	8130.460	SAFETY AND SCHOOLING	178.12
G	8130.460	SAFETY AND SCHOOLING	354.82
G	8130.460	SAFETY AND SCHOOLING	184.87
G	9040.800	WORKMEN'S COMPENSATION	2,090.36
G	9060.800	HOSP/MEDICAL INSURAMCE	39.29
G	9060.800	HOSP/MEDICAL INSURAMCE	215.40
G	9060.800	HOSP/MEDICAL INSURAMCE	3,841.53
G	9060.800	HOSP/MEDICAL INSURAMCE	791.45
G	9060.800	HOSP/MEDICAL INSURAMCE	215.40
G	9060.800	HOSP/MEDICAL INSURAMCE	791.45
G	9060.800	HOSP/MEDICAL INSURAMCE	3,997.68
		TOTAL FUND	42,836.57

FUND	ACCOUNT NUMBER	DESCRIPTION	AMOUNT
H	1440.420	ENG CONTR EXP WELL DEV	936.79
		TOTAL FUND	936.79

FUND	ACCOUNT NUMBER	DESCRIPTION	AMOUNT
T	20.000	HEALTH INSURANCE	689.39
T	20.000	HEALTH INSURANCE	7,929.91
T	20.000	HEALTH INSURANCE	1,151.20
T	20.000	HEALTH INSURANCE	733.98
T	20.000	HEALTH INSURANCE	1,439.00
T	20.000	HEALTH INSURANCE	6,078.08
T	30.000	TL PRESERVE ESCROW	121.80
T	30.000	TL PRESERVE ESCROW	533.21
		TOTAL FUND	18,676.57

FUND	ACCOUNT NUMBER	DESCRIPTION	AMOUNT
EE	123.000	MATERIALS AND SUPPLIES	1,453.11
EE	123.000	MATERIALS AND SUPPLIES	866.04
EE	123.000	MATERIALS AND SUPPLIES	2,503.44
EE	123.000	MATERIALS AND SUPPLIES	226.50
EE	128.200	PREPAYMENTS-INSURANCE	133.10
EE	128.200	PREPAYMENTS-INSURANCE	48,212.34
EE	741.220	DIST SUBSTA SUP & EXP	30.60
EE	742.130	REPAIRS DIST SUBS EQUIP	1,010.00
EE	761.220	METERING	2,006.80
EE	781.110	EXECUTIVE DEPT. PAYROLL	366.67
EE	781.110	EXECUTIVE DEPT. PAYROLL	366.67
EE	781.500	OTH GEN OFF. SUP & EXP	141.67
EE	781.500	OTH GEN OFF. SUP & EXP	118.67
EE	781.500	OTH GEN OFF. SUP & EXP	12.50
EE	781.500	OTH GEN OFF. SUP & EXP	16.65
EE	781.500	OTH GEN OFF. SUP & EXP	138.77
EE	781.500	OTH GEN OFF. SUP & EXP	27.62
EE	781.500	OTH GEN OFF. SUP & EXP	118.87
EE	781.500	OTH GEN OFF. SUP & EXP	21.48
EE	783.100	INSURANCE	31,702.24
EE	785.100	GASB 68 EXPENSE	562.28
EE	785.130	HEALTH INSURANCE	78.58
EE	785.130	HEALTH INSURANCE	466.84
EE	785.130	HEALTH INSURANCE	7,444.38
EE	785.130	HEALTH INSURANCE	2,500.33
EE	785.130	HEALTH INSURANCE	466.84
EE	785.130	HEALTH INSURANCE	2,500.33
EE	785.130	HEALTH INSURANCE	7,798.35
EE	785.150	SCHOOLING	2,539.68
EE	785.150	SCHOOLING	78.17
EE	785.200	MISC GENERAL EXPENSE	25.50
EE	785.200	MISC GENERAL EXPENSE	734.85
EE	785.200	MISC GENERAL EXPENSE	143.85
EE	785.200	MISC GENERAL EXPENSE	184.26
EE	787.000	REPAIRS GEN PROPERTY	75.00
EE	804.000	TRANSPORTATION CLEARING	408.69
EE	804.000	TRANSPORTATION CLEARING	19.27
EE	804.000	TRANSPORTATION CLEARING	91.00
EE	804.000	TRANSPORTATION CLEARING	82.97
EE	804.000	TRANSPORTATION CLEARING	2,466.71
EE	804.000	TRANSPORTATION CLEARING	16.33
EE	804.000	TRANSPORTATION CLEARING	102.82
EE	804.000	TRANSPORTATION CLEARING	96.55
EE	804.000	TRANSPORTATION CLEARING	69.25
EE	804.000	TRANSPORTATION CLEARING	109.66
EE	804.000	TRANSPORTATION CLEARING	40.25
EE	804.000	TRANSPORTATION CLEARING	795.06
EE	804.000	TRANSPORTATION CLEARING	429.43
EE	1365.000	LINE TRANS. STOCK V	10,995.00
EE	1365.000	LINE TRANS. STOCK V	10,230.00
		TOTAL FUND	141,025.97

Village of Tupper Lake **Accounts Payable** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **May 18, 2017**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Fund	AP Code	Amount	Check #
Capital Projects	H 630.000		
ESB Capital	H 630.000		
Electric	EE 630.000	16,348.28	2498
General	A 630.000	131,787.35	3595
Sewer	G 630.000	18,119.08	1779
Small Cities	CD 630.000		
Trust & Agency	T 630.000		
Water	F 630.000	15,072.18	1785
Acr Escrow	T 630.000	1,546.70	1022
	Total =	$182,873.59	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this **21st** day of **June 2017.**

(Mayor/Auditor)

Village of Tupper Lake **Electric** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **May 02, 2017**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Claimant	AP Code	Amount	Check #
IEEP	EE 459.000	6,314.07	2492
	EE		
	EE		
	EE		
	EE		
	EE		
	EE		
	Total =	$6,314.07	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this **21st** day of **June 2017.**

(Mayor/Auditor)

Village of Tupper Lake **Electric** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **May 05, 2017**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Claimant	AP Code	Amount	Check #
ESTATE OF EMILY BUTEAU	EE 125.100	35.84	2493
	EE		
	EE		
	EE		
	EE		
	EE		
	EE		
	Total =	$35.84	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this **21st** day of **June 2017.**

(Mayor/Auditor)

Village of Tupper Lake **Electric** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **May 10, 2017**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Claimant	AP Code	Amount	Check #
VTL	EE 622.500	350.80	2495
WILLIE BENCZE	EE 785.150	300.00	2496
	EE		
	EE		
	EE		
	EE		
	EE		
	Total =	$650.80	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this **21st** day of **June 2017.**

(Mayor/Auditor)

Village of Tupper Lake **Electric** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **May 19, 2017**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Claimant	AP Code	Amount	Check #
CHAD MONTANA	EE 785.150	550.02	2499
	EE		
	EE		
	EE		
	EE		
	EE		
	EE		
	Total =	$550.02	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this **21st** day of **June 2017.**

(Mayor/Auditor)

Village of Tupper Lake **Electric** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **May 25, 2017**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Claimant	AP Code	Amount	Check #
TYLER CHIASSON	EE 785.150	550.02	2501
CHRIS ZAIDAN	EE 785.150	300.00	2502
	EE		
	EE		
	EE		
	EE		
	EE		
	Total =	$850.02	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this **21st** day of **June 2017.**

(Mayor/Auditor)

Village of Tupper Lake **Electric** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **May 31, 2017**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Claimant	AP Code	Amount	Check #
CLINT HOLLINGSWORTH	EE 785.150	507.00	2504
MARC STAVES	EE 785.150	502.00	2505
	EE		
	EE		
	EE		
	EE		
	EE		
	Total =	$1,009.00	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this **21st** day of **June 2017.**

(Mayor/Auditor)

Village of Tupper Lake **Electric Deposits** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **May 05, 2017**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Claimant	AP Code	Amount	Check #
VTL	EE 244.000	200.00	2467
	EE 244.100	0.02	2467
VTL	EE 244.000	90.21	2468
	EE 244.100		
HARLEY LABARGE JR	EE 244.000	109.79	2469
	EE 244.100	0.02	2469
	EE 244.000		
	EE 244.100		
	EE 244.000		
	EE 244.100		
	Total =	$400.02	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this **21st** day of **June 2017.**

(Mayor/Auditor)

Village of Tupper Lake **Electric Deposits** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **May 12, 2017**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Claimant	AP Code	Amount	Check #
VTL	EE 244.000	200.00	2470
	EE 244.100	0.02	2470
	EE 244.000		
	EE 244.100		
	EE 244.000		
	EE 244.100		
	EE 244.000		
	EE 244.100		
	EE 244.000		
	EE 244.100		
	Total =	$200.02	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this **21st** day of **June 2017.**

(Mayor/Auditor)

Village of Tupper Lake **Electric Deposits** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **May 31, 2017**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Claimant	AP Code	Amount	Check #
CHRISTIAN HANSEN	EE 244.000	200.00	2471
	EE 244.100	0.02	2471
BETTY LOCKE	EE 244.000	200.00	2472
	EE 244.100	0.02	2472
SCOTT STOUGHTON	EE 244.000	200.00	2473
	EE 244.100	0.07	2473
VTL	EE 244.000	200.00	2474
	EE 244.100	0.02	2474
	EE 244.000		
	EE 244.100		
	Total =	$800.13	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this **21st** day of **June 2017.**

(Mayor/Auditor)

Village of Tupper Lake **General** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **May 4, 2017**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Claimant	AP Code	Amount	Check #
VERIZON WIRELESS	A 3120.470	133.61	3585
VERIZON WIRELESS	A 3410.450	133.61	3585
US BANK EQUIP FINANCE	A 1620.400	165.71	3586
TIME WARNER	A 3120.470	114.86	3587
VERIZON WIRELESS	A 3120.470	252.38	3588
VERIZON WIRELESS	A 3620.400	61.87	3589
VERIZON WIRELESS	A 5110.420	51.88	3589
MAGNA5	A 1620.400	1,048.42	3590
DAVID MAROUN	A 1010.400	535.00	3591
UPS	A 3120.455	2.75	3592
	Total =	$2,500.09	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this **21st** day of **June 2017.**

(Mayor/Auditor)

Village of Tupper Lake **Payroll** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **May 05, 2017** **Payroll #49**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Fund	AP Code	Amount	Check #
Electric	EE 630.000	14,583.92	2491
General	A 630.000	19,234.79	3584
Sewer	G 630.000	5,629.27	1776
Small Cities	CD 630.000		
Trust & Agency	T 630.000		
Water	F 630.000	5,295.28	1782
	Total =	$44,743.26	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this **21st** day of **June 2017.**

(Mayor/Auditor)

Village of Tupper Lake **Payroll** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **May 12, 2017** **Payroll #50**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Fund	AP Code	Amount	Check #
Electric	EE 630.000	13,544.47	2494
General	A 630.000	20,693.64	3593
Sewer	G 630.000	5,782.10	1777
Small Cities	CD 630.000		
Trust & Agency	T 630.000		
Water	F 630.000	5,288.84	1783
	Total =	$45,309.05	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this **21st** day of **June 2017.**

(Mayor/Auditor)

Village of Tupper Lake **Payroll** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **May 19, 2017** **Payroll #51**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Fund	AP Code	Amount	Check #
Electric	EE 630.000	14,316.27	2497
General	A 630.000	19,687.49	3594
Sewer	G 630.000	6,063.85	1778
Small Cities	CD 630.000		
Trust & Agency	T 630.000		
Water	F 630.000	5,286.72	1784
	Total =	$45,354.33	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this **21st** day of **June 2017.**

(Mayor/Auditor)

Village of Tupper Lake **Payroll** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **May 26, 2017** **Payroll #52**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Fund	AP Code	Amount	Check #
Electric	EE 630.000	14,710.80	2500
General	A 630.000	22,617.68	3596
Sewer	G 630.000	5,857.70	1780
Small Cities	CD 630.000	32.30	1167
Trust & Agency	T 630.000		
Water	F 630.000	5,567.09	1786
	Total =	$48,785.57	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this **21st** day of **June 2017.**

(Mayor/Auditor)

Village of Tupper Lake **Trust & Agency** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **May of 2017** **Primeflex**

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Date	Employee's Name	Appropriation Code	Amount	Check #
05/01/17		T 20.000	356.97	Wired
05/03/17		T 20.000	19.80	Wired
05/04/17		T 20.000	182.56	Wired
05/05/17		T 20.000	479.60	Wired
05/06/17		T 20.000	523.69	Wired
05/08/17		T 20.000	5.00	Wired
05/10/17		T 20.000	22.44	Wired
05/11/17		T 20.000	688.65	Wired
05/12/17		T 20.000	70.00	Wired
05/13/17		T 20.000	8.65	Wired
05/15/17		T 20.000	44.03	Wired
05/17/17		T 20.000	413.72	Wired
05/18/17		T 20.000	419.54	Wired
05/19/17		T 20.000	24.10	Wired
05/23/17		T 20.000	19.77	Wired
05/20/17		T 20.000	53.69	Wired
05/23/17		T 20.000	19.77	Wired
05/24/17		T 20.000	20.00	Wired
05/25/17		T 20.000	102.31	Wired
05/26/17		T 20.000	153.84	Wired
05/27/17		T 20.000	35.81	Wired
05/29/17		T 20.000	861.68	Wired
05/31/17		T 20.000	82.51	Wired
			$4,525.62	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite her/his name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this **21st** day of **June 2017.**

(Mayor/Auditor)

Village of Tupper Lake **Sewer** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **May 26, 2017**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Claimant	AP Code	Amount	Check #
JOE CORMIER	G 8110.400	150.00	1781
	G		
	G		
	G		
	G		
	G		
	G		
	Total =	$150.00	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this **21st** day of **June 2017.**

(Mayor/Auditor)

Village of Tupper Lake **Trust & Agency** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **May 05, 2017**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Claimant	AP Code	Amount	Check #
VTL Payroll # 49	T 10.000	14,154.23	5452
VTL Payroll (Direct Deposit)	T 86.000	8,309.80	5457
Adirondack Credit Union	T 85.000	5,119.40	5456
Aflac	T 27.000	301.54	5459
Allstate	T 31.000		
CSEA	T 24.000	452.34	5454
Federal	T 22.000	4,978.13	Wired
FICA	T 26.000	6,110.42	Wired
Lifetime Benefit Solutions	T 20.000		
Metlife	T 17.000		
Metlife	T 29.000		
NYS Child Support	T 23.000	397.31	5453
NYS Income Tax	T 21.000	1,805.91	Wired
NYS Taxation	T 23.000		
NYS Deferred Comp Plan	T 17.000	680.00	5458
Other	T 12.000		Wired
Other	T 12.000		Wired
Pearl Carroll & Associates	T 28.000	56.34	5455
Worksite Solutions	T 33.000		
Great Lakes Higher Ed	T 23.000		
	Total =	$42,365.42	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this **21st** day of **June 2017.**

Village of Tupper Lake **Trust & Agency** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **May 12, 2017**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Claimant	AP Code	Amount	Check #
VTL Payroll # 50	T 10.000	14,199.48	5460
VTL Payroll (Direct Deposit)	T 86.000	8,424.97	5465
Adirondack Credit Union	T 85.000	5,023.53	5464
Aflac	T 27.000		
Allstate	T 31.000	255.80	5467
CSEA	T 24.000	442.20	5462
Federal	T 22.000	5,314.40	Wired
FICA	T 26.000	6,190.94	Wired
Lifetime Benefit Solutions	T 20.000		
Metlife	T 17.000		
Metlife	T 29.000		
NYS Child Support	T 23.000	397.31	5461
NYS Income Tax	T 21.000	1,884.94	Wired
NYS Taxation	T 23.000		
NYS Deferred Comp Plan	T 17.000	680.00	5466
Other	T 12.000		Wired
Other	T 12.000		Wired
Pearl Carroll & Associates	T 28.000	56.34	5463
Worksite Solutions	T 33.000		
Great Lakes Higher Ed	T 23.000		
	Total =	$42,869.91	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this **21st** day of **June 2017.**

Village of Tupper Lake **Trust & Agency** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **May 19, 2017**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Claimant	AP Code	Amount	Check #
VTL Payroll # 51	T 10.000	14,104.11	5468
VTL Payroll (Direct Deposit)	T 86.000	8,431.46	5473
Adirondack Credit Union	T 85.000	5,367.87	5472
Aflac	T 27.000		
Allstate	T 31.000		
CSEA	T 24.000	452.34	5470
Federal	T 22.000	5,120.67	Wired
FICA	T 26.000	6,199.40	Wired
Lifetime Benefit Solutions	T 20.000		
Metlife	T 17.000		
Metlife	T 29.000		
NYS Child Support	T 23.000	397.31	5469
NYS Income Tax	T 21.000	1,829.39	Wired
NYS Taxation	T 23.000		
NYS Deferred Comp Plan	T 17.000	680.00	5474
Other	T 12.000		Wired
Other	T 12.000		Wired
Pearl Carroll & Associates	T 28.000	56.34	5471
Worksite Solutions	T 33.000		
Great Lakes Higher Ed	T 23.000		
	Total =	$42,638.89	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this **21st** day of **June 2017.**

Village of Tupper Lake **Trust & Agency** Fund
Village of Tupper Lake, County of Franklin New York

Date of Audit: **May 26, 2017**
(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Name of Claimant	AP Code	Amount	Check #
VTL Payroll # 52	T 10.000	16,892.09	5475
VTL Payroll (Direct Deposit)	T 86.000	8,619.83	5480
Adirondack Credit Union	T 85.000	5,555.56	5479
Aflac	T 27.000		
Allstate	T 31.000		
CSEA	T 24.000	452.34	5477
Federal	T 22.000	4,935.27	Wired
FICA	T 26.000	6,687.22	Wired
Lifetime Benefit Solutions	T 20.000		
Metlife	T 17.000		
Metlife	T 29.000		
NYS Child Support	T 23.000	397.31	5476
NYS Income Tax	T 21.000	1,803.54	Wired
NYS Taxation	T 23.000		
NYS Deferred Comp Plan	T 17.000	680.00	5481
Other	T 12.000		Wired
Other	T 12.000		Wired
Pearl Carroll & Associates	T 28.000	56.34	5478
Worksite Solutions	T 33.000	157.80	5482
Great Lakes Higher Ed	T 23.000		
	Total =	$46,237.30	

To the Treasurer of the above Village:

The above listed claims have been presented to the **Board of Trustees** of the above named Village, and having been duly audited and allowed in the amounts shown on the above mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his/her claim appearing opposite his/her name.

In witness whereof, I have hereunto set my hand as **Mayor** of the above Village this **21st** day of **June 2017.**

VILLAGE OF TUPPER LAKE

MONTHLY CASH POSITION
with the COMMUNITY BANK
& JP MORGAN CHASE
As of the end of : May 31, 2017

	FUND	AMOUNT
	Checking Account Balances	
COMMUNITY	General	$131,196.23
COMMUNITY	Police	$10,382.39
COMMUNITY	Water	$27,026.16
COMMUNITY	Sewer	$23,894.20
COMMUNITY	Trust	$23,418.07
COMMUNITY	Electric Operation	$191,435.88
COMMUNITY	Electric Cash Reserve	$199,664.15
COMMUNITY	Electric Consumer Deposits	$52,101.79
COMMUNITY	Small Cities LRP	$3,279.49
COMMUNITY	FY2003 Park St. LRP	$13,577.74
COMMUNITY	Payroll	$2,606.39
COMMUNITY	Accounts Payable	$44,743.14
COMMUNITY	ACR Reserve Fund	$655.01
COMMUNITY	EFT Account	$50.00
	Total Checking Account Funds	$724,030.64
	Investments	
COMMUNITY	Treasury Account COMMUNITY BANK	$1,788,114.24
	TOTAL INVESTMENTS	$1,788,114.24
	TOTAL CASH	$2,512,144.88
	FDIC COVERAGE	$250,000.00
	Amount needing collateralization	$2,262,144.88
	Amount of collateral provided Wilmington Trust as of 05/31/2017	$4,973,394.40

Community Bank - M & T Investments May 31, 2017

	CBU	MM	
General	$131,196.23	$341,178.08	
Police	$10,382.39	xxxxxxxxxxxxxxxx	
Water	$27,026.16	$106,440.40	
Sewer	$23,894.20	$113,330.65	
Trust	$23,418.07	xxxxxxxxxxxxxxxx	
Electric Operation	$191,435.88	$1,078,290.44	
Electric Cash Reserve	$199,664.15	xxxxxxxxxxxxxxxx	
Electric Consumer Deposits	$52,101.79	xxxxxxxxxxxxxxxx	
Electric Depreciation	xxxxxxxxxxxxxxxx	$81,780.33	
Small Cities (LRP)	$3,279.49	xxxxxxxxxxxxxxxx	
FY2003 Park St. LRP	$13,577.74	xxxxxxxxxxxxxxxx	
Payroll	$2,606.39	xxxxxxxxxxxxxxxx	
Accounts Payable	$44,743.14	xxxxxxxxxxxxxxxx	
W/S Capital Improvement	xxxxxxxxxxxxxxxx	$34,292.70	
W/S Equipment Fund	xxxxxxxxxxxxxxxx	$31,247.73	
ACR Reserve Fund	$655.01	xxxxxxxxxxxxxxxx	
EFT Account	$50.00	xxxxxxxxxxxxxxxx	
Water Capital Project	xxxxxxxxxxxxxxxx	$1,553.91	
Total Checking Account	$724,030.64	$1,788,114.24	**Total**

Treasury Accounts

Community Bank	$724,030.64
Total Investments	$724,030.64

Community Bank	$724,030.64
Community Bank (MMDA)	$1,788,114.24
Total Cash	$2,512,144.88

FCDI Coverage

Community Bank	$250,000.00
Total	$250,000.00

Collateral Provided

Wilmington Trust	$4,973,394.40

Community Bank N.A.

Welcome to Community Bank NA
Business Online

Welcome VILLAGE OF TUPPER LAKE!

You have 1 new alert...

Account (Click for Details)	Balance	Status	Options
Electric 8425	$191,435.88		Select Option
Electric MMDA 3642	$1,078,290.44		Select Option
Elec Cash Res 4537	$199,664.15		Select Option
Electric Deprc 6378	$81,780.33		Select Option
Electric Dep 1041	$52,101.79		Select Option
Water 8506	$27,026.16		Select Option
Water MMDA 4207	$106,440.40		Select Option
Water Capital 2253	$1,553.91		Select Option
Water Equip 4444	$31,247.73		Select Option
Sewer 8476	$23,894.20		Select Option
Sewer MMDA 3626	$113,330.65		Select Option
Sewer Capital 3677	$34,292.70		Select Option
General 8395	$131,196.23		Select Option
General MMDA 3618	$341,178.08		Select Option
NYS HOME 8283	$0.00		Select Option

Get the credit card that gets you.

learn more

Sign up now for FREE eStatements!

learn more

ESB Capital Proj2641	$3,952.28	Select Option
Park Street 03 9875	$13,577.74	Select Option
Small Cities LRP 856	$3,279.49	Select Option
Trust 8492	$23,335.56	Select Option
Payroll 8468	$2,606.39	Select Option

30 Deposit accounts with a total balance of $2,555,340.03

You last accessed your Online Banking account on Wednesday, May 31, 2017 12:48:11 PM Eastern Time
You have accessed Online Banking 2127 time(s) since Saturday, September 4, 2010 10:28:01 PM Eastern Time Reset this counter

Community Bank N.A.

Welcome to Community Bank NA
Business Online

Welcome VILLAGE OF TUPPER LAKE!

You have 1 new alert...

Account (Click for Details)	Balance	Status	Options
Acc Payable 2735	$44,743.14		Select Option
Justice Young 5197	$0.00		Select Option
Police DEA 2632	$10,382.39		Select Option
Justice Fines 2203	$6,239.00		Select Option
ACR Escrow Rsrv 5974	$655.01		Select Option
EFT Account 5982	$50.00		Select Option
Justice Bail 2518	$32,505.00		Select Option
TLFD Ladies Aux 2626	$430.77		Select Option
Sav PF 1185	$150.61		Select Option
Sav PF 1177	$0.00		Select Option

30 Deposit accounts with a total balance of $2,555,340.03

Get the credit card that gets you.
learn more

Sign up now for FREE eStatements!
learn more

You last accessed your Online Banking account on Wednesday, May 31, 2017 12:48:11 PM Eastern Time
You have accessed Online Banking 2127 time(s) since Saturday, September 4, 2010 10:28:01 PM Eastern Time Reset this counter