

Events/Activities Report
Indian Lake Town Board
November 4, 2013
Reported by Vonnie Liddle

- Oct. 9** Wrote town board report. Typed mechanics report. Updated Byron Park sign. Worked on Halloween.
- Oct. 14** Called and emailed participants regarding start of Zumba on Oct. 15.
- Oct. 15** Prepared for first Zumba class. Attended town board meeting. Met instructor at the school for Zumba.
- Oct. 21** Returned from vacation. Caught up on emails and phone messages. Delivered Halloween letters to the school for backpacks. Delivered Halloween posters. Sent ads to newspapers for Halloween. Re-scheduled Dec. 3 Zumba class. Looked for a movie for teen movie night on Halloween. Attended SnoCade meeting.
- Oct. 22** Researched and created a list of snowmobile magazines with event calendars for SnoCade committee. Printed pictures for Meade. Wrote press release for Halloween and sent to the newspapers. Worked on Halloween teen movie. Worked on AMAS report. Worked on ad for Adk. Winter Guide.
- Oct. 23** Updated Zumba participants. Completed AMAS report. Sent copy of advertising bills to country for reimbursement. Worked on Nov. community calendar. Updated and printed yearly calendar letter to be sent to organizations. Attended budget meeting.
- Oct. 24** Researched snowmobile maps for IL trails. Finished Nov. community calendar and printed.
- Oct. 25** Folded community calendars. Laminated snowmobile maps for Parks & rec.
- Oct. 28** Updated and printed organization contact forms to be mailed out. Mailed 23 calendar/organization Letters. Met with Ann Miller regarding town holiday party. Worked on 2014 calendar forms to be submitted to county tourism.
- Oct. 29** Pulled out all Halloween stuff from shed. Continued work on county tourism forms and submitted. Worked on yearly calendar. Met Zumba class. Attended AMAS meeting.
- Oct. 30** Finished Nov. calendar for newspapers and submitted. Followed up on AMAS tasks from previous meeting. Worked on holiday dinner. Spike to designer of a snowmobile web map that We participate in regarding trail updated and paper maps.
- Oct. 31** Decorated trail for Halloween and prepared for festival. Halloween Parade & Festival and then Halloween Teen Movie.
- Nov. 1** Cleaned up Halloween Festival.
- Nov. 4** Wrote town board report.

Daily – Checked and responded to emails and phone messages.

UPCOMING EVENTS: NOV. 29 & 30 COUNTRY CHRISTMAS TOUR. DEC. 6 TOWN RECOGNITION DINNER AT INDIAN LAKE RESTAURANT. DEC. 15 MAKING MEMORIES WITH SANTA AND MRS. CLAUS – INDIAN LAKE THEATER.

TOWN OF INDIAN LAKE HIGHWAY DEPARTMENT

NOVEMBER 2013

Trucks have been prepared for snow removal with sanders and plow frames installed.

Leaf blowing continues when the weather permits.

Pelon Benton Road was paved with a base layer. The weather would not allow for the top coat which will be done next year. Shoulders were put on with the assistance of Hamilton County Highway Department.

We were assisted on the paving project by:

Town of Minerva with 3 trucks

Town of Newcomb with 2 trucks

Town of Lake Pleasant with 3 trucks

Town of Arietta with 2 trucks

Town of Johnsburgh with 2 trucks

Hamilton County Highway with 4 trucks

Town of Indian Lake with 3 trucks.

This shared service is a big savings on a project like this. They hauled 940 tons of blacktop from Chestertown in 1 day.

Thank you

Jamie Roblee

Town Highway Superintendent

Month of October 2013
Mechanic's Report
Reported by Bill Wells

#187 Installed new starter and batteries

#186 Repaired tarp arms and tarp

TC45 Leaf lower drive shaft replaced

#184 Repaired loader drive shaft with U joint

3320 Service for winter

#184 Serviced

#185 Serviced

#186 Serviced

#188 Sander and plow put on

#193 Installed new air valves

**PARKS AND REC. MONTHLY REPORT
OCTOBER 10, 2013 – NOVEMBER 6, 2013**

BLUE MT. REST ROOMS: Cleaned and resupplied every Mon. – Fri., shut off water and winterized for season.

BLUE MT. DAM: Opened and closed when needed. Cleaned out logs out of spill way.

BLUE MT. REC. LOT: Took tennis court nets down for season. Picked up flower barrels for season.

TOWN SIDEWALKS: Shoveled and salted when needed.

ALL CEMETERYS: Benton Memorial Cemetery: laid out and dug grave, came in on Saturday and filled it in and leveled grave after service. Catholic Cemetery: Raked road and cleaned out ditch.

BLUE MT. LAKE BEACH: took radar signs down for season, picked up benches and picnic tables and stored away for season.

BYRON PARK: Met with Frontier to reset up WIFI, changed bulbs and poured water down sewer traps. Took care of benches and picnic tables and stored for season. Took out tables and barrels for Vonnies Halloween party. Picked up after she was done and shut off water and winterized system for season in both back bathrooms.

TOWN HALL: Cut up and hauled away four (4) dead trees off back lawn.

CHAMBER: Fixed fax machine, phone lines and copiers.

EQUIPMENT MAINTENANCE: Picked up excavator from Evens Equipment. Took mower decks off 318 3D tractors. Put snow blowers and cabs on JD Tractors. Brought groomers down from Blue Mt. garage and serviced. Repaired blown hose on 6 wheeler sharpened saws after every use. Got four (4) old alpines out of dump trailer tried to get at least two (2) running.

SNOWMOBILE TRAIL: Made thirty (30) "you are here" maps to put on trails. But blow down on Sabael trail, town trails, HQ trail and Blue Mt. trail. Took excavator and dump truck and fixed four (4) washouts and three (3) culverts on HQ trail and CO8 trail. Took six wheeler and saws and cut State marked trees for widening Blue Mt. trail, 584.

TRANS. STATION: Cleaned out old trailer at transfer station and hauled over to metal pile.

SKIHUT BUILDING: Picked up and unloaded pool table donated by tax payer, built top to go over it so they can use it for a table when not in use.

XMAS COUNTRY TOUR: Put up big banner at Byron Park, three (3) signs by Town signs. Got loader and put up pole banners throughout Town. Took down chair banners and stored for season.

Garden Club: Picked up twenty nine (29) barrels in Indian Lake and eight (8) barrels in Blue Mt. Lake and stored away for the season.

HEALTH CENTER: Picked up bench and stored away for season. Fixed faucet and drain in kitchen sink. Changed bulbs.

Bruce Wells – November 6, 2013

Town of Indian Lake water and wastewater

Report for October 2013

Testing at all plants was completed daily.

Samples required by DOH and DEC were submitted to the lab.

Seasonal water services were turned off and the lines at the cemetery were blown out.

We tapped the main and installed about 150 feet of 3/4 inch service line for the hut in Blue Mountain.

Both curbstops were replaced at the theater building. The business owners were asked to install a grease trap to help stop the frequent clogging of their sewer lateral

Water leaks were repaired by Chain Lakes Road, Rubin Rist grave site and Stephensons lumberyard.

DOH conducted its annual inspections at both water plants.

Paving was completed (with a lot of help from NYS DOT)

Justin completed his 2A water certification classes.

Thank-You

A handwritten signature in black ink, appearing to read 'Kevin King', with a stylized flourish at the end.

Kevin King water and wastewater superintendent

**RESOLUTION # 11 - 2013
Dated - October 15, 2013**

Resolution in support of the New York State Public Health Law – Article 13 – E

**WHEREAS: the Town Board of the Town of Indian Lake support the New York State Public Health Law,
Article 13 – E section 1399 – o and section 1399 – 0-1, AND**

**WHEREAS: the Town Board of the Town of Indian Lake agrees that smoking around children is
detrimental to their health, AND**

**WHEREAS: the Town Board of the Town of Indian Lake agrees that smoking should be prohibited in
areas where children are at play, AND**

**WHEREAS: the Town Board of the Town of Indian Lake, due hereby declare that “no smoking” signs be
placed at: the Byron Park Play Ground, the Chain Lakes Beach Playground and the Blue Mt. Lake Rec.
Area, THEREFORE BE IT**

RESOLOVED: that smoking will be prohibited in these areas mentioned above, AND BE IT FURTHER

**RESOLOVED: that this Resolution # 11 will take effect immediately and be put in the Official
Minutes/Resolution Book of the Town Clerk in the Town of Indian Lake, and copies of said Resolution
shall be sent to Sue Arminio, Project Coordinator for Project Action.**

State of New York
County of Hamilton
Town of Indian Lake

I, Julie A. Clawson, Town Clerk of the Town of Indian Lake do hereby certify that Resolution # 11 was duly adopted by the Town Board of the Town of Indian Lake, Hamilton County, New York State at the Town Board meeting held in Indian Lake on October 15, 2013.

Resolution # 11 will be on file in the Resolution Book as well as the Official Minutes in my office at the Town Hall, located on Pelon Road, Town of Indian Lake, County of Hamilton, and State of New York.

The following Board Members of the Indian Lake Town Board had due notice of the meeting and was present at said meeting. Supervisor Brian Wells, Councilman Jack Valentine, Councilwoman Sally Stanton, Councilwoman Jane Locke and Councilman John Rathbun.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Indian Lake on this _____ day of _____, _____.

Seal

Julie A Clawson/Town Clerk



April 5, 2013
Revised: October 31, 2013

Mr. Brian Wells, Supervisor
Town of Indian Lake
Town Hall, Pelon Road
Indian Lake, NY 12842

**RE: Proposal for Professional Dam Engineering Services
Lake Abanakee Dam (NYSDEC ID No. 185-1458) &
Lake Adirondack Dam (NYSDEC ID No. 169-0928)
Conceptual Spillway Modification & Sluice Gate Inspection
CHA Proposal No.: X37598-P2**

Dear Supervisor Wells:

CHA is pleased to provide you with our proposal for professional dam engineering services to inspect the existing sluice gates at the Lake Abanakee Dam and at Lake Adirondack Dam and review and coordinate with Rodney-Hunt on their cost estimate for the gate at Lake Abanakee.

We have provided you with a scope of services, schedule and project fee for these services, and two copies of our contract agreement. If this proposal is acceptable, please sign the two originals of the contract, retain one for your file, and return one to this office.

If you have any questions regarding this proposal, please contact me at 453-2866 or Gary Dale at 453-8714. We look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matthew B. Abatto'.

Matthew B. Abatto, P.E.
Vice President

Enclosures
Cc: G. Dale, CHA

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CHA
SHORT FORM AGREEMENT

THIS AGREEMENT is made this **31th day of October, 2013** by and between **CHA Consulting, Inc.** (hereinafter "CHA") and **Town of Indian Lake** (hereinafter "Client"). Client and CHA, for the consideration hereinafter set forth, hereby agree as follows:

1. Services of CHA - CHA agrees to provide the professional services described in Exhibit A (hereinafter the "Services") attached and incorporated by reference.
2. Schedule of Services - CHA shall use its best efforts to complete the Services in a timely fashion to meet Client's requirements. If the parties have agreed to a specific project schedule and specific milestone dates, such information will be set forth in Exhibit B attached hereto.
3. Responsibilities of Client - Client shall furnish or make available to CHA any and all of its records, maps, or other data which are pertinent to CHA's work. Client shall authorize and assist CHA in obtaining any such pertinent information from other public and private sources.
4. Compensation - As compensation for the performance of the Services, Client shall pay CHA its fees and expenses in accordance with Exhibit C. Payments are due at the address appearing on the invoice within 30 days following the invoice date. Invoices not paid within 30 days will accrue interest from the 31st day at the rate of 1% per month (12% per annum).
5. Termination - This Agreement may be terminated by either party upon not less than seven (7) days written notice. CHA shall be compensated for all Services performed until the receipt of notice plus any fees and/or costs reasonably necessary to properly terminate the project.
6. Relationship of Parties - CHA is and shall at all times during the term of this Agreement be an independent contractor of Client. This Agreement and the relationship of the parties shall not be deemed to create or be one of employment, agency, partnership, joint venture or any other association.
7. Assignment - This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by Client or CHA without the prior written consent of the other. Any assignment without written consent of the other party shall be null and void.
8. Standard of Care - The standard of care for all professional engineering and related Services performed or furnished by CHA under this Agreement will be the care and skill ordinarily used by the members of CHA's profession practicing under similar conditions at the same time and in the same locality. CHA makes no warranties, express or implied, under this Agreement or otherwise, in connection with CHA's Services.
9. Insurance - CHA shall procure and maintain worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed, comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage; automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage and professional liability insurance in the amount of \$2,000,000 per claim.
10. Indemnification - Client shall indemnify CHA, its partners, officers, directors and employees from all claims, damages, losses and expenses including reasonable attorney's fees, arising out of or in any manner connected with, the performance of the Services to the extent caused by Client's negligence.

CHA shall indemnify Client, its partners, officers, directors and employees from all claims, damages, losses and expenses including reasonable attorney's fees, arising out of or in any manner connected with, the performance of the Services to the extent caused by CHA's negligence.



11. Limitation on Liability - The total liability of CHA and its partners, principals, employees and agents to Client and any one claiming by, through or under Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, the Services of this Agreement from any cause or causes whatsoever including, but not limited to, negligence, errors, omissions, strict liability or breach of contract shall not exceed the total compensation received by CHA under this Agreement or the total amount of \$1,000,000, whichever is greater.

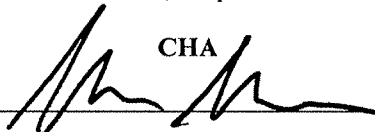
12. No Personal Liability - Notwithstanding any other provision of this Agreement to the contrary, CHA's partners, principals, officers, directors, employees, or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to CHA's performance or non-performance of the Agreement. Client will look solely to CHA for its remedy for any claim arising out of or related to this Agreement

13. No Consequential Damages - In no event shall CHA be liable to Client or the Client to CHA for consequential, special or indirect damages, including but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of the equipment and facilities and claims of customers of the Client. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted including, but not limited to, ones arising out of any breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause arising out of the performance or non-performance of the contract by Client/CHA.

14. Mediation - The parties, as a condition precedent to commencing litigation (other than for the non-payment of CHA's fees), shall endeavor to resolve their claims by mediation which, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the contract and with the American Arbitration Association.

15. Other Agreements - (a) The services to be performed by CHA are intended solely for the benefit of Client and no benefit is conferred on, nor any contractual relationship established with any person or entity not a party to this Agreement; (b) Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties; (c) This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters; (d) This Agreement shall not be amended, modified, supplemented or rescinded in any manner except by written agreement executed by the parties; (e) This Agreement shall be governed by and construed in accordance with the laws of the State of New York; (f) CHA shall not be liable for any failure to perform or delay in the performance of the Services due to circumstances beyond its reasonable control.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

By: 
Name: Matthew B. Abatto, P. E.
Title: Vice President
Date: October 31, 2013

TOWN OF INDIAN LAKE
By: _____
Name: _____
Title: _____
Date: _____

Rev.
01/11

EXHIBIT A SCOPE OF SERVICES

BACKGROUND

The Town of Indian Lake (Town) owns and operates Lake Abanakee Dam (NYSDEC ID No. 185-1458), an earthen embankment/concrete gravity dam classified as Low Hazard, Class “A” structure; and Lake Adirondack Dam (NYSDEC ID No. 169-0928), an earthen embankment dam classified as a small, High Hazard, Class “C” structure.

The existing Rodney-Hunt sluice gate at Lake Abanakee Dam is not functioning properly. The Town engaged with Rodney-Hunt to determine the cause and provide an estimate for fixing the gate. The cost estimate for repairing the gate was approximately \$245,000. The Town has requested that CHA review the cost estimate and contact Rodney-Hunt to understand the details of the estimate.

At Lake Adirondack Dam, we understand that the existing sluice gate is inoperable, and that the Town would like to repair the existing sluice gate or have a new gate installed. Therefore, CHA recommends that the Town have the valve inspected by a professional diver, and evaluated to determine whether repair or replacement is the best alternative.

SCOPE OF WORK

CHA will subcontract with a professional diver to inspect the sluice gate located at Lake Adirondack Dam to the right of the spillway to make an assessment of its condition and to obtain measurements as needed. In addition, the diver will inspect the portion of the gate below the water surface located at Lake Abanakee Dam. The diving subcontractor will record video of the gate inspections for future evaluation by CHA and the Town. We anticipate the dive inspection will take one (1) day to complete.

During the dive, CHA will be on-site to discuss the program and provide guidance to the divers during the inspection, and to document the conditions and configurations observed.

CHA will review the cost estimate and contact Rodney-Hunt to understand the details included in the estimate, and observe the conditions of the gate during the proposed dive inspection. CHA will recommend to the Town the best course of action to perform repairs of the sluice gate, which may include contracting directly with Rodney-Hunt or utilizing CHA to develop a scope for more detailed investigation of the gate structure or for possible repair/replacement drawings for bidding. CHA will summarize the findings in a letter report to the Town.

Assumptions

The following assumptions are not intended to limit our proposal, but are provided to clarify our understanding of the work required.

- CHA and our subcontractors will be granted free and easy access to the project sites and all properties contained therein.
- Design or permit services of any necessary remedial measures is not included.
- No additional meetings with NYSDEC are included at this time.



EXHIBIT B SCHEDULE

CHA can proceed with this scope of work upon receipt of a Notice to Proceed. We anticipate completing this work within five (5) weeks.

EXHIBIT C PROJECT FEE

We will perform the services outlined in Exhibit A and according to the schedule in Exhibit B for a lump sum amount of **\$6,900.00**. CHA will submit invoices monthly based on the percentage complete for each task.

October 15,2013

To: Brian Wells/Town Supervisor

Re: Town Justice position

Brian,

I will be retiring from the Indian Lake Town Justice position on Dec. 31, 2013. I will be willing to help with the interview process to fill the position. I have enjoyed working with the staff at the town hall and they have always been there to help.

Sincerely,

Thomas E Atwell/Town Justice