

Events/Activities Report  
Indian Lake Town Board  
September 9, 2015  
Reported by Vonnie Liddle

**Earth Club** – Closed out the summer program and submitted the final report.

**Cross the Park Challenge** – Collected mile/steps weekly and updated maps and facebook. The challenge was completed on August 30<sup>th</sup>. 32 participants signed up and 14 completed the challenge. Hamilton County Public Health and my office are planning a luncheon for the people that completed. Tee shirts will be given to these people.

**Horseshoes Toss Tournament** – This took place on Sunday, August 23. 6 teams participated.

**Family Fun Day** – This is an event that is sponsored by the Hamilton County Youth Board. It took place on August 3<sup>rd</sup> in Speculator. I assisted with cotton candy and monitoring the dunk tank. I also helped with set up and breakdown.

**Hamilton County Invitational 2015 C-4 Challenge** – This is a new event that takes place on Indian Lake. It is under the Adirondack Watershed Alliance. I provided assistance with scoring and timing. The event took place on Saturday, August 1<sup>st</sup>.

**Hamilton County Youth Board 5K/10K at Oak Mountain** – I assisted with the timing of this event. There were 39 participants. This took place on Sunday, August 30<sup>th</sup>.

**Citizens Preparedness Corps Training Program** – This is a training that will be held at the Indian Lake Theater on September 26. This is open to the public but everyone must register to participate. This was arranged with Governor Cuomo's office. Sent out emails to county wide supervisors, and emergency services. Also, printed posters and distributed throughout town. Posters were also mailed to surrounding towns tourism offices for distribution.

**Adk. 102 Club Dinner** – This was a dinner that I attended on September 3<sup>rd</sup>. It was hosted by the Horicon Historical Society and was to honor the 5 participants that have visited all 102 towns listed in the book. 102 guests were at this event. Including Senator Little.

**Meeting Attended** –Adirondack Mountains Antiques Show.

**Upcoming Events** – September 11 – 90 Miler Canoe Classic in Blue Mountain Lake. September 12 & 13 – Adk. Museum Rustic Fair. September 16-20 Adk. Mountains Antiques Show. September 19 & 20 – Adk. Museum Antiques Show. September 28 – Citizens Preparedness Corps Training Program at the Indian Lake Theater.

# **Town of Indian Lake water and wastewater**

## **Report for August 2015**

Testing was completed at all plants daily.

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

Hydrants were flushed in both Indian Lake and Blue Mt.

Inspectors from PESH came to the sewer plant and did a safety inspection. We are working on the issues mentioned and required paperwork.

There was a new two inch water line installed on Pelon Rd from the highway building down past the new fuel station. The project was completed and the new line put into service.

Three curb stops were repaired for the Catholic Church.


The curb stop for Debbie Bateese was repaired on Main St.

The sewer force main behind Jack Killon's had two leaks on two different occasions that had to be fixed.

We would like to thank the Hamilton County Highway department for all there help with our Stanton Rd project. They provided trucks, a large excavator, equipment for blasting, and did the blasting for us on several occasions.

We finally have phase two of the new six inch line on Stanton Rd. in service after a lot of drilling and blasting, but we still need to finish hooking all of the service lines. Next year we hope to finish the six inch line to the end of the road.

We would like to thank the Parks and Rec. department for mowing and weedwacking at the sewer plant.

Thank-you  *Kevin King*  
Kevin King/water and wastewater superintendent

**PARKS AND REC. MONTHLY REPORT**  
**August 6, 2015 to September 9, 2015**

**BLUE MT. REST ROOMS:** Picked up garbage every Mon. – Fri.. Started Cleaning and resupplied after beach closed for the season. Stained outside of bathroom. Opened and closed Dam when needed. Cleaned debris out of spill way.

**HEALTH CENTER:** Repaired front door. Repaired elevator door latch. Fixed leak in bathroom sink.

**EQUIPMENT/REPAIRS:** Rebuilt and welded up ditching bucket for excavator. Put new fuse in dump truck. Put new tires on Grey BMC pick up. Fixed transmission and put new battery in six wheeler.

**BLUE MT. LAKE BEACH:** Resupplied toilet paper and soap. Picked up garbage every Mon. – Fri. Kept beach opened till Aug 28<sup>th</sup>. Pulled docks, buoy lines, Jim buoys and signs and closed for season.

**ABANAKEE BEACH:** Resupplied toilet paper and cleaning supplies. Fixed broken toilet. Kept beaches opened till Aug. 28<sup>th</sup>. Closed beach and pulled in dock, buoy lines, Jim buoys and signs. Took volley ball net down for season. Shut off water and winterized for season. Picked up garbage every Mon. – Fri.

**INDIAN LAKE MOWING:** Mowed, weed waked Town Hall, Legion, Health Center, Museum, Library, Ski Hut front lawn, Benton Cemetery, Town signs and the old water plant. Mowed and weedeated Cedar River Cemetery, Catholic Cemetery, Old Sewer Plant, Byron Park, Mini Park, Fire Hall and Chamber. All done 2 - 3 times this month.

**BLUE MT. MOWING:** Mowed, weed waked, BM Cemetery, Rec. Lot, old garage, Fire house, Beach, bench, Water plant, Water tanks BM transfer station and old garage and 3 Town signs 2 – 3 times.

**SIGNS:** Made and painted a new Indian Lake Town sign in Sabael. Made new posts and flower box on sign. Repaired flower boxes on two other Town signs.

**EVENTS:** Put up banners at Byron Park and Town signs. Set up electric boxes and timers at Byron Park. Took four picnic tables to fire hall. Set up barricades in Blue Mt. for Antique show.

**LIBRARY:** Called Air Tite and told them they won bid on insulation. Set up a date in late September to do work.

**Ambulance Garage:** Fixed big garage door. Put rollers back in track. Changed bulbs and baluster in garage.

**Landfill:** Covered for Josh on days off. Picked up garbage in front of gate on days closed. Took generator and grinder and helped Josh repair bins.

**Cemetery:** Cut trees and brush and weed eated both banks in front of St. Mary's Cemetery.

**Snowmobile Trails:** Filled out and sent in permit for power line trail. Started walking and cutting blowdown on some trails after September 1<sup>st</sup>. Checked Beaver Dam problems out to see what we need. Fixed wash out on HQ trail, one dump truck load of fill.

**Town Museum:** Pressure washed and cleaned outside of building.

**Weather Station Sites:** Met with three men and took them to three possible sites for a weather station at the Indian Lake Transfer Station (road leading to Shooting Range).

**Ski Hut Garage:** Took three garage doors apart and replaced rotten wood. Repainted and reinstalled. Put new front door in. Replaced all rotten boards on outside of garage and stained building and trim and painted back steps. Made new maintenance and Rec. sign and 911 numbers and hung on building.



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August 18, 2015  
VIA EMAIL AND MAIL

Mr. Donald E. Canestrari, P.E.  
NYS Division of Water  
Bureau of Flood Protection and Dam Safety  
625 Broadway  
Albany NY 12233-3504

Re: **Lake Adirondack Dam**  
DEC ID 169-0928  
Town of Indian Lake, New York

Dear Mr. Canestrari:

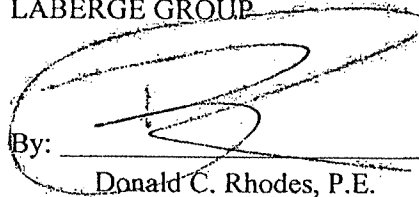
Please be informed that the Town of Indian Lake has retained our office to complete an Engineering Assessment for the Lake Adirondack Dam. We are in the process of reviewing project records and will be contacting you shortly to schedule a meeting to discuss this project. Because of the readily apparent improvements that are needed, we would like to discuss a strategy that may involve development of a corrective design report and construction documents instead of progressing a stand alone EA.

It is our intent to schedule a meeting to discuss this project during September and begin preparation of a Safety Inspection Report (SIR) shortly thereafter. Following our meeting we would then submit a copy of the SIR to your office. We are currently also planning to submit a hazard reclassification request to the Department justifying that the dam be considered a Class B hazard.

Once the Department considers the reclassification request, we will then be in a position to prepare an EA based on the final hazard classification. We propose that the EA will be submitted within approximately 6-8 months of the hazard reclassification decision.

Should you have any questions or comments, please feel free to call upon us any time at (518) 458-7112 or [drhodes@labergegroup.com](mailto:drhodes@labergegroup.com).

Very Truly Yours,  
LABERGE GROUP



By:

Donald C. Rhodes, P.E.  
Project Manager

DCR: dek

c. Mr. Brian Wells, Supervisor, Indian Lake

J:\2015028\Correspondence\Adirondack Dam Letter 8-19-15.doc

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- DEC
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New Reply Delete Archive Junk Sweep Move to

Categories Brian Wells

Abanakee Dam Bid Documents



Rhodes, Donald C. 8/18/15  
To: Brian Wells

Hi Brian,

I am working on bid documents which will establish project dates. Please let me know if there is a conflict. A Town officer or employee should be available for the bid meeting and bid opening date.

*Abanakee Dam*

Publish bid advertisement: September 10, 2015

Pre-bid Meeting: September 24, 2015 (Start at Town Hall, then go to site).

Bid Opening: October 8, 2015 at 10:00 AM (At Town-Hall)

Project Completion: December 16, 2015 (2016)

I selected the bid advertisement date to give the DEC a few weeks to review the permit application package. The Town Attorney, Insurance Agent, and DASNY will need some time with it too. Plus we are still

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AGREEMENT MADE this 8 day of September 2015 by and between Chazen Engineering, Land Surveying & Landscape Architecture Co., D.P.C. (CELSLA) or Chazen Environmental Services, Inc. (CES), each existing under the laws of the State of New York, with their principal places of business at 21 Fox Street, Poughkeepsie, New York 12601 (hereafter referred to collectively as "Chazen") and Town of Indian Lake (hereafter referred to as "Client").

1. **PURPOSE:** Client hereby retains Chazen to perform the services described in the Proposal For Professional Services dated September, 2015 which is hereby made a part of this Agreement.

2. **COMPENSATION:** Chazen's compensation for services shall be as stated in the Proposal For Professional Services. Chazen shall submit invoices on or about the tenth day of each month. Invoices shall be payable upon receipt. Invoices not paid within 30 days will be assessed a finance charge of 1.5% per month. At the beginning of each calendar year Chazen reserves the right to adjust its billing rates in accordance with Chazen's new annual fee schedule. Chazen may suspend its performance under this Agreement until all delinquent amounts due for services and expenses have been paid. All amounts due and owed Chazen under this Agreement shall be paid in full at the completion of services. Chazen may refuse to release reports, maps and materials prepared by Chazen for Client until all arrearages are paid in full. If Chazen is required to retain an attorney and/or collection agency to collect amounts due Chazen under this Agreement, Client agrees to pay Chazen's reasonable attorney's and/or collection fees together with the costs and disbursements of any such action.

☐ A retainer in the amount of \$\_\_\_\_\_ will be required prior to the initiation of services. This retainer will be held until the end of the project and applied to Client's final invoice. Any excess amount will be returned to Client.

☐ Final payment will be due upon delivery of the final work product (e.g. report, survey, etc.).

3. **COOPERATION:** Client agrees to keep Chazen informed of changes to the project scope and schedule, and shall arrange for and provide Chazen entry to property in order to perform the services. Client shall give Chazen prompt notice of any potentially hazardous or injurious conditions Client knows of or has reason to know of which may be present on property Chazen must enter. Client agrees to allow Chazen to display appropriate promotional signage during construction, and to allow Chazen to make a photographic record of the project prior to, during, and subsequent to construction. Client agrees to allow Chazen to use photographic images, along with information about the project and/or a description of the services provided, for promotional purposes without restriction or monetary compensation.

4. **PROJECT DOCUMENTS:**

- A. All Documents which may include, but are not limited to, Plans, Specifications, Survey Plats, Technical Reports and Correspondence are instruments of service with respect to this Project, and Chazen shall retain an ownership and property interest therein, including the right to reuse the Documents. The right to alter the Documents belongs only to Chazen.
- B. Client and Client's contractors or other consultants may rely only upon printed copies (also known as hard copies) of Documents that are signed and sealed by a Licensed Professional employed by Chazen. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies govern.
- C. Any electronic copies (files) provided will be provided solely as a convenience and shall NOT be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a Licensed Professional employed by Chazen.
- D. Be advised that electronic copies of Documents can deteriorate or be inadvertently modified without Chazen's consent, or may be otherwise corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of Documents.

- E. Any use, conclusion or information obtained or derived from electronic copies of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any use whatsoever or reliance on electronic copies of Documents.
- F. Client understands that Documents are not intended or represented to be suitable for any purpose other than that for which they were created. Any reuse or modification of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any reuse or modification of Documents.
- G. Client understands that it is a violation of New York State Education Law for any person to alter in any way any Document that has been signed and sealed by a Professional Engineer or Land Surveyor, unless he or she is acting under the direction of a licensed Professional Engineer or Land Surveyor and that the altering professional signs and seals the document and describes the alteration.

5. **INDEMNITY & LIMITATION OF LIABILITY:** Client and Chazen have discussed the risks, rewards and benefits of the project and Chazen's fees for services under this Agreement. Client and Chazen have also discussed the allocation of risk associated with their respective duties under this Agreement and agree, to the fullest extent permitted by law:

- A. Chazen shall carry and maintain Workers Compensation, General Liability, Automobile Liability and Professional Liability insurance. Chazen will provide Client certificates of insurance upon request. Chazen agrees to indemnify Client against loss caused by the negligent actions of Chazen, and the employees and subcontractors of Chazen, within the terms and conditions of the insurance coverage maintained by Chazen, subject to the limitation of liability set forth in paragraph 5(C) below. Chazen will not be responsible for any loss or liability, or any violation of law, rule, regulation or decree by Client or the employees, agents, contractors, or consultants of Client.
- B. Chazen agrees that it will not bring hazardous or toxic materials onto Client's property. Client understands that the ordinary course of work performed by Chazen may result in the excavation and relocation of hazardous or toxic materials that were on or under the property before Chazen began its work. Client understands that Client is solely responsible for the cost of investigating, removing, and remediating such materials.
- C. Chazen's liability for claims related to professional services errors or omissions under this Agreement, however arising, shall be limited to the lesser of \$1,000,000 or the total compensation received by Chazen from Client, and Client hereby releases Chazen from any liability or contribution above such amount. This limitation of liability shall include but not be limited to Chazen's negligence, errors, or omissions. In no event shall Chazen be liable for incidental or consequential damages, including loss of profits or revenue resulting from any cause or causes.

6. **TERMINATION:** In the event of substantial failure by either party to perform under this Agreement, the aggrieved party may terminate this Agreement upon seven (7) days written notice. If this Agreement is terminated, Client shall remit all monies due Chazen within 30 days. Chazen at its sole discretion, may terminate this Agreement when it reasonably believes there may be condition(s) which threaten the health and safety of Chazen personnel and subcontractors. Chazen assumes no duty to report hazardous or dangerous conditions not caused by Chazen and shall rely exclusively upon Client to report any such conditions.

7. **SEVERABILITY:** If any provision of this Agreement is held invalid such provision shall have no effect, but all remaining provisions shall continue in full force and effect. Each provision of this Agreement shall be interpreted so as to render it valid.

8. **NOTICES:** All notices shall be in writing and shall be sufficient if sent by first class mail or overnight mail to the addresses of Client and Chazen as shown herein. Notices shall be deemed as received three (3) business days after mailing. Each party hereby agrees to accept all mailed and hand delivered communications.

9. **ENTIRE AGREEMENT:** This Agreement and any attachments and exhibits identified herein represent all of the promises, agreements, conditions, understandings, and undertakings between Client and Chazen.
10. **AMENDMENTS:** This Agreement shall bind Client and Chazen and their successors and assigns. The parties may, by written agreement(s), modify and amend this Agreement. Any such amendment must be in writing and be signed by the party against whom enforcement of the amendment is sought. No breach of any part of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such a breach. The failure of any party to insist in any one or more instances upon strict performance of this Agreement shall not be construed as a waiver of the right to insist upon strict performance.
11. **GOVERNING LAW:** This Agreement shall be governed and construed by the laws of the State of New York. For purposes of any legal action or suit related to or arising out of this Agreement venue shall be Dutchess County, New York.
12. **COUNTERPARTS:** This Agreement, and any amendments or revisions thereto, may be executed in two or more counterparts each of which shall be deemed an original, but which together shall constitute one and the same instrument(s).
13. **REPRESENTATIONS:** Client and Chazen state that each has full power and authority to make, execute and perform this Agreement. Signatory for Client states that he is an officer, owner, partner, agent or attorney for Client. Neither Client nor Chazen is bankrupt or have availed themselves of any debtor's remedies nor are currently contemplating such.

CLIENT Town of Indian Lake

THE CHAZEN COMPANIES

By: Brian E Wells - Supervisor

By: \_\_\_\_\_

Printed Name: Brian E Wells

Printed Name: \_\_\_\_\_

Date: Sept. 8 - 2015

Date: \_\_\_\_\_



**Legal Notice**  
**Budget Workshop's**

The Indian Lake Town Board will be holding the **2016 Budget Workshops** on the following dates:  
The public is welcomed and encouraged to attend.  
The location is the Indian Lake Town Hall, Pelon Road, Town of Indian Lake

**OCTOBER 13<sup>TH</sup> (Tuesday) 7:00 p.m.      REGULAR BOARD MEETING &  
BUDGET SUMMARY**

**OCTOBER 15<sup>TH</sup> (Thursday) 7:00 p.m.    BUDGET: General Fund, Landfill, Weed District,  
Water 1 & 2 Districts, Sewer District, Library, Ambulance, Fire  
Districts, Debt Services, Cash Reserves.  
A PUBLIC HEARING FOR THE WEED AND SEWER DISTRICTS**

**OCTOBER 22<sup>nd</sup> (Thursday) 7:00 p.m.      HIGHWAY**

**OCTOBER 29<sup>TH</sup> (Thursday) 7:00 p.m.      FINAL REVIEW**

**NOVEMBER 5<sup>TH</sup> (Thursday) 7:00 p.m.      PUBLIC HEARING  
PRELIMINARY BUDGET**

Revised 2015

AGREEMENT TO SPEND TOWN HIGHWAY FUNDS

Town of INDIAN LAKE  
County of HAMILTON

Pursuant to the provisions of Section 284 of the Highway Law, we agree that monies levied and collected for the repair and improvement of highways, and received from the state for repair and improvement of highways, shall be expended as follows:

\$ \_\_\_\_\_ Maintenance  
\$ \_\_\_\_\_ Improvements

1. **GENERAL REPAIRS:** The sum of \$ \_\_\_\_\_ may be expended for general repairs upon 33.08 miles of town highways, including sluices, culverts, and bridges having a span of less than five feet and boardwalks or the renewal thereof.

2. **IMPROVEMENTS:** The following sums shall be set aside to be expended for the improvement of town highways:

(c) On the road commencing at:

Type: Chip Seal Width of traveled surface: 20 feet  
Thickness: \_\_\_\_\_ Subbase: Gravel, Item #4

(b) On the road commencing at Stony Step, Fred Gay, Stanton White  
and leading to Birch Lane  
at a distance of: 2 miles there shall be expended  
not over a sum of: \$ 50,000

Type: \_\_\_\_\_ Width of traveled surface: \_\_\_\_\_  
Thickness: \_\_\_\_\_ Subbase: \_\_\_\_\_

This agreement shall take effect when it is approved.  
Executed in duplicate this 8th day of \_\_\_\_\_

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

James C. Roblee  
Town Superintendent

The foregoing Agreement is hereby approved this  
\_\_\_\_\_ day of \_\_\_\_\_

NOTE: This Agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Superintendent. One copy must be filed in the Town Clerk's office and one copy in the County Superintendent's office. Copies do not have to be filed in Albany.