

TOWN OF INDIAN LAKE HIGHWAY DEPARTMENT

FEBRUARY 2016

Events/Activities Report
Indian Lake Town Board
February 4, 2016
Reported by Vonnie Liddle

The highway department has been cutting up some of the trees that fell in the windstorm in January. We also have been cutting the dead trees along the edge of some of our roads that are likely to fall in the road.

Some more trees were cut into our Chain Lakes pit in preparation for a bigger stockpile area and reclamation of our pits.

Several small snowstorms were taken care of as well as several freezing rainstorms.

Some potholes were filled when the weather allowed us to do so.

Ceiling fans were put up in the highway Garage to try to move the hot air off the ceiling.

New signposts have been built for putting up our 6 ton weight limit signs that are put up in mud season.

Governor Cuomo has announced that Mass Transit Authority will be getting 8.3 billion dollars over the next 4 years. This is 802 million a year, up from 488 million in 2015/2016 appropriations. In the past 5 years they have matched the "CHIPS" money Highway Departments receive. So we are hopeful that this will hold true this coming 4 years also. It is much needed as our road/bridge infrastructure is starting to fail due to the increased cost to repair roads and bridges.

Thank you

Jamie Roblee

Town Highway Superintendent

Cycle the Adirondacks – Met with race organizer. Have been reaching out to organizations regarding volunteering opportunities.

Winterfest – Met with committee. Moving forward with plans. Created, posters, brochures, press releases and ads. Ordered supplies.

Yearly Community Calendar – Working on bulk mailing.

Black Fly Challenge – Met with race organizers and ILVFD regarding food service after the race.

4 Rivers Alliance of Hamilton County – Attended meeting and will be attending grant orientation conference in Tuscan AZ in March.

Hamilton County Bicentennial – Attended meeting. Met with county historian, Eliza Darling regarding events. Helping her organize events.

SNOCADE – Updated and printed 1100 brochures. Sent schedule to Ham. Co. Tourism and ROOST. Sent ads to newspapers.

Adirondack Mountains Antiques Show – Met with assistant marketing director, Paige, at the Adirondack Museum to discuss joint advertising. Also, exchanged 2016 calendar dates.

Coaches vs Cancer – Created press release and submitted to newspapers. Help the evening of the event. \$1765. Was raised for the Cancer Society.

Parades and Fireworks – Submitted permit applications to NYS DOT and ordered fireworks.

North Creek Business Alliance – Shared with the alliance information about my position with the town. I was invited to present to them.

Meeting Attended –Town Board, ILCS PTSO, ILVFD, ILCDC, BMLVFD.

Upcoming Events – February 12 – 14, Winterfest. February 15 – 20, SNOCADE. February 27, Snowshoe Softball Tournament.

Month of January 2016
Mechanic's Report
Reported by Bill Wells

Service done to 3320 tractor
Fixed light and fuel problem on 192 loader
Fixed hydraulic break on 5085 tractor
Worked on tail lights and headlight on 192
Winded for Greg several times
Changed pulleys on white car
Fixed plow 188
Cleaned jump post on 185
Fixed plow lights on 188
Changed light bulb on 190 loader
Tapped out broken bolts on Parks & Rec Kabota
Welded up brace for groomer
Put rear brakes on 188 truck

Town of Indian Lake water and wastewater
Report for January 2016

Testing was completed at all plants daily.

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

The decant pump at the Indian Lake water plant was not working correctly so we checked it for air leaks and found the intake hose had a bad fitting that needed to be replaced.

There was a leak in the two inch service line going to the Adirondack One Stop that had to be fixed.

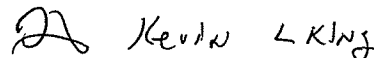
Pete Ovitt was replacing the sewer line for Chris Aldous so we went there and put in a new sewer clean out.

The grinder at the sewer plant got bound up and stopped working. The grinder consists of a motor, speed reducer, and a grinder. We found there was a bad bearing in the speed reducer, ordered a replacement, but upon further inspection there was more damage. We are currently getting prices to rebuild or replace the reducer.

We are working on updating all of our Safety Data Sheets for all three plants.

One of the circulators for the heating system at the Indian Lake water plant went bad. We got a new one in Glens Falls and installed it.

There was a leak in the service line for Kristen King's house that had to be dug up and repaired.

Thank-you 

Kevin King/water and wastewater superintendent

PARKS AND REC. MONTHLY REPORT
January 6 – February 3, 2016

BLUE MT. REST ROOMS: Cleaned and resupplied every Mon. – Fri., shoveled and salted when needed. Opened and closed Blue Mt. dam when needed.

SIDE WALKS: Checked walks every morning, shoveled and salted when needed.

HEALTH CENTER: Changed bulbs in kitchen and unplugged sink drain.

EQUIPMENT/REPAIRS: Took Kubota 5740 #2 over to Evens Equipment for repairs, picked it up when done. Drilled out and tapped and put new bolts in cab on Kubota 5740 #1. Worked on Polaris snow machine, cleaned carbs and suspension work and got running again. Took Yamaha and towed Skidoo out of Moose River plains. Took to Heids for repair work and picked up when it was done. Built new arm and put new motor on 4 foot mogul master drag. Welded cutting arm on red drag. Ordered and put new tire on 318 JD tractor #1. Ordered and put new tires on black Chevy pickup. Put new gear and tightened up chain on 318 JD snow blower.

LIBRARY: Repaired running toilet in men's room. Put defibrillator box.

SNOWMOBILE TRAILS: Cut blowdown and checked every trail after wind storms, cut logs and threw in mud holes to help freeze them up. Finished new trail by Artic Cat shop, cut trees and cut stumps low to ground, put up signs on new trail and closed old trail. Moved big Logging Ahead signs from Williams brook to twin bridges, start of Deer Valley. Started grooming Moose River plains every day, till rain and warm weather came. Groomed from town to store in Blue Mt. and towards Newcomb 3 times with Yamaha and Skandic and 4 foot mogul master drag. Groomed town trails and Sabael with snow machine till rain came.

B.T.I.: Got the names of new landowners and sent out permission slips to them.

SKI HUT GARAGE: Set timers for rink lights, changed bulbs in large room. Plowed and shoveled around building when needed. Set up pins for horse shoes for Winterfest, plowed bottom lawn for parking.

TOWN HALL: Put in new defibrillator box in front hall, put new flag on flag pole.

TOWN BARN: Found company to service and repair heating system, repaired door in back garage.

AMBULANCE BUILDING: Put in new bell system for phone, put in new alarm system in from front door to back rooms, repaired front window. Put in new soap dispensers and paper towel dispensers. Patched, sanded and painted sheetrock in bathroom.

Byron Park: Fixed heat problem and repaired stuck toilet, repaired lock on front door. Plowed back when needed.

SKATING RINK: Blew off and shoveled every day, flooded when weather let us. Opened week nights and weekends till warm weather and rain melted ice back to black top. Start over again when temperature drops. Packed 1st & 2nd slope when needed for sledding.

OLD TRANSFER STATION: Repaired fence and post, put up signs to keep snow machines from riding on it.

NEW TRANSFER STATION: Brought air compressor up, tore apart, built new part and got running again. Put a new used seat in John Deer loader.

Bruce Wells – January 6, 2016

January 14, 2016

Brian Wells
Indian Lake Town Supervisor
Indian Lake NY.

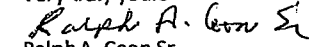
Ralph A. Coon Sr.
13 Katherine Road
Albany, NY 12205

Dear Mr. Wells:

I am writing to commend the Town of Indian Lake for the excellent snowmobile trail grooming that our snowmobile riding group experienced during the 2014-2015 season within the confines of your grooming responsibilities'. Several weekends we rode from Indian Lake to Newcomb, Long Lake, Raquette Lake, Moose River Plains, and back along the south side of the Cedar River to Indian Lake. We would especially like to commend you on the Blue Mountain Trail and the DEC Cedar River Headquarters to the old swimming hole trail. It was always a trail we avoided and would often times dump off at Mrs. Browns and not loop to avoid it.

We also rode the trails toward Piseco from Indian lake and found the trail from Lewis Lake to the Perkins Clearing trail Head excellent. Your team of workers made it a very rewarding year for Snowmobile enthusiasts. We will utilize your trail system again this season and look forward to being similarly satisfied with our trial riding experience. Thanks so very much and please pass our commendations to all those responsible for the effort expended in maintaining the trail systems. Included is a small financial [\$25.00] token of our appreciation to be included in your trail fund.

Very truly yours


Ralph A. Coon Sr.
Bennie Cummins
Travis J. Coon
John Wood,
Dean Rueckert
Scott Briody

2016 Adirondack Park Local Government Day Conference

apa.sm.LocalGovernment

Fri 1/29/2016 6:20 PM

To:apa.sm.LocalGovernment <LocalGovernment@apa.ny.gov>;

2 attachments (516 KB)

LGD2016-PreliminaryAgenda-20160129.pdf; LGD2016-RegistrationForm.pdf;

19th Annual Adirondack Park Local Government Day Conference Wednesday, April 13 & Thursday, April 14, 2016

Please join us for the 19th Annual Adirondack Park Local Government Conference on April 13 & 14, 2016. Attached are the Registration Form and preliminary Agenda.

This year's Conference continues in its focus on issues of importance to Adirondack communities. Wednesday afternoon will feature the Adirondack Forum and a special concurrent track by the Department of State. This special track offered by the Department of State, Division of Local Government Services will feature an informational session about available grant programs and in addition have staff available for individual consultations for those interested in discussing resources available to address specific areas of concern. Later in the afternoon the Adirondack Park Smart Growth Grant Awards are scheduled to be announced, followed by the annual Social. Thursday's sessions on topics such as community forests, funding for infrastructure, community projects, and utilizing volunteers will be complemented by 101-style sessions on the APA, DEC and AATV & LGRB. For those seeking expertise in planning and zoning issues, training workshops presented by the Department of State and attorney Mark Schachner will offer valuable instruction and advice for local officials.

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

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

Schedule of Events

Wednesday, April 13



Site Owner Agreement

THIS AGREEMENT (hereinafter referred to as the "Site Owner Agreement") made this _____ day of _____, 201__ between the Town of _____ (hereinafter the "Site Owner"), having its address at _____ and Vincent's Heating and Fuel, LLC, having its principal address at 16 Railroad Street, Poland, New York 13431 (hereinafter the "Contractor"), (hereinafter individually and collectively the "Parties"), with regard to _____, New York (hereinafter the "Commercial Demonstration Site"), as more particularly shown and described on the Site Plan annexed hereto as Exhibit A.

WITNESSETH

WHEREAS the Parties are interested in participating in the New York State Energy Research and Development Authority (hereinafter "NYSERDA") Cleaner Greener Communities Phase II Category III Grant (hereinafter referred to as the "Grant"); which contemplates the installation and maintenance of certain pellet boilers and related equipment (hereinafter referred to as the "Equipment") on the Commercial Demonstration Site (hereinafter referred to as the "Project"); and

WHEREAS the Site Owner is the owner of the Commercial Demonstration Site and is intended to be the owner of the Equipment after the completion of its installation by the Contractor; and

WHEREAS the Contractor has entered into a NYSERDA Agreement, identified as Agreement Number 57270, in connection with the Grant and Project (hereinafter referred to as the "NYSERDA Agreement"); and

WHEREAS which NYSERDA Agreement contemplates and requires that this Site Owner Agreement be entered into between the Contractor and the Site Owner; and

WHEREAS it is the intention of the Parties that this Site Owner Agreement facilitate the Contractor's performance of the NYSERDA Agreement and that this Site Owner Agreement be interpreted to so facilitate the Contractor's performance of the NYSERDA Agreement and to be consistent with the NYSERDA Agreement; and

WHEREAS the NYSERDA Agreement requires, and the Parties desire, that the Contractor install, operate, maintain and monitor the Equipment as required by the NYSERDA Agreement (hereinafter referred to as the "Work"); and

WHEREAS the Parties recognize that the Work will necessarily require that the Contractor be granted liberal access to the Commercial Demonstration Site and the Equipment to complete the Work;

NOW THEREFORE the Parties agree as follows:

I. Responsibilities of the Site Owner

The Site Owner agrees as follows:

1. To permit the installation, operation, repair, replacement and monitoring of the Equipment in accordance with the provisions of the NYSERDA Agreement, which provisions are incorporated herein by reference as if fully set forth herein; the provisions of this Site Owner Agreement; and to facilitate the Contractor's compliance with the NYSERDA Agreement.
2. To provide the Contractor with suitable space and area for the Work associated with the Equipment at the Commercial Demonstration Site at no additional cost the Contractor.
3. To permit the Contractor, its agents, employees, and subcontractors, unrestricted access to and egress from the Commercial Demonstration Site to install, inspect, test, operate, monitor, modify, repair and maintain the Equipment during the term of this Agreement and the NYSERDA Agreement, and to request that its contractors, such as maintenance and/or mechanical contractors, cooperate and coordinate with the Contractor in the Project.

The Site Owner shall further ensure that the Commercial Demonstration Site is free of all obstruction limiting or preventing the Contractor's access to the Equipment, including, but not limited to the prompt and continued removal of all snow, debris, or other physical obstruction to the Equipment.

4. The Contractor shall have unrestricted access to the Commercial Demonstration Site and Equipment for the above outlined purposes 24 hours a day, 7 days a week, regardless of whether or not the Commercial Demonstration Site is open or closed for any reason, including, but not limited evenings, weekends, holidays, and during periods of closure or limited access due to repair or maintenance to the Commercial Demonstration Site not associated with this Site Owner Agreement.
5. To permit removal of any or all of the Equipment for the purposes of upgrading, repair, replacement, or maintenance as required by the terms of a Maintenance Agreement contemplated to be reached with the Site Owner, the NYSERDA Agreement and/or this Site Owner Agreement, as applicable, at the sole discretion of the Contractor.
6. To refrain, and to require its employees, agents, contractors, guests and visitors to refrain, from making any changes, modifications, adjustments, from tampering with or abusing Equipment in any way, and from removing any component parts, seals, tags, or stickers from the Equipment.
7. The Site Owner certifies that it is the owner of the Commercial Demonstration Site and intends to maintain ownership of the Commercial Demonstration Site during the term of this Agreement. If the Site Owner shall cease to be the owner of the Commercial Demonstration Site, the Site Owner agrees to provide the Contractor with the applicable name(s) of such person(s) who become owner(s) of the Commercial Demonstration Site, so the Contractor may secure written consents, authorizations, approvals, and permits of all other persons or entities who may have vested rights and/or interest in the Commercial Demonstration Site. This Site Owner Agreement shall be terminated in the event that the Site Owner ceases to own the Commercial Demonstration Site unless the successor owner(s) assumes and becomes the successor to the Site Owner with regard to the NYSERDA Agreement and this Site Owner Agreement and assume all of the Site Owner thereunder.

8. To waive all claims against the Contractor, except for claims arising from the Project and caused by the negligent acts of the Contractor or any of its employees, contractors, subcontractors, or agents, during the term of this Agreement.

II. Responsibilities of the Contractor

The Contractor agrees as follows:

1. To coordinate with the Site Owner in connection with accessing the Commercial Demonstration Site and Equipment with regard to the Work for the term of this Agreement.
2. To perform the Work with regard to the Equipment and Project in accordance with the NYSERDA Agreement and this Site Owner Agreement. The Contractor shall further comply with all requirements outlined in NYSERDA's CGC Commercial Biomass Heating System Program Requirements, as outlined in Exhibit H to the NYSERDA Agreement, unless otherwise indicated by the NYSERDA Agreement.

III. Ownership of the Pellet Boiler Heating System

1. The Parties acknowledge that, per the terms of the NYSERDA Agreement, the Contractor will purchase and take title to the Equipment prior to and during its installation on the Commercial Demonstration Site.
2. It is the intention of the Parties that the Site Owner will become the owner of the Equipment once the installation thereof by the Contractor is complete. The Contractor will notify the Site Owner of the completion of the installation of the Equipment in writing delivered to the Site Owner at the Site Owner's above listed address via First Class U.S. Mail upon the completion of said installation. The Parties agree to perform all actions and execute all documentation necessary to effect the transfer of title to the Equipment from the Contractor to the Site Owner within a reasonable time not to exceed fifteen days after the Contractor has so notified the Site Owner of the completion of the installation of the Equipment measured from the date of the post mark of the required notice. In any event, title to the Equipment shall be deemed to have transferred to the Site Owner at the expiration of said notice period.
3. The Site Owner will retain ownership of the Equipment during the term of this Site Owner Agreement, and will not sell or otherwise engage in any activity resulting in the termination of its ownership of any portion of the Equipment during the term of this Site Owner Agreement.
4. The Site Owner will indemnify and hold harmless the Contractor for any recapture of funds associated with the Grant and the NYSERDA Agreement by NYSERDA in the event that the Site Owner ceases to be the owner of the Equipment after the installation of the Equipment and during the term of this Site Owner Agreement.
5. Insurance. The Site Owner shall maintain sufficient insurance coverage to cover casualty and/or fire loss or damage to the Equipment installed on the Commercial Demonstration Site during the

term of this Agreement and shall also provide adequate liability insurance. The Site Owner will provide the Contractor with proof of such insurance prior to taking title to the Equipment.

IV. Provision Mandating Use of Premium Wood Pellets

1. The Site Owner agrees and shall ensure that only premium wood pellets are used for the period of eight (8) years commencing with the installation of the Equipment on the Commercial Demonstration Site. The Parties acknowledge that this is a requirement of the NYSERDA Agreement and is of the essence of this Site Owner Agreement.
2. The Site Owner will indemnify and hold harmless the Contractor for any recapture of funds by NYSERDA in the event that the Site Owner fails to so use premium wood pellets as required by the NYSERDA Agreement and this Site Owner Agreement during the term of this Site Owner Agreement.
3. All permits and/or licenses required by federal, state or local governments, agencies, or codes officials will be responsibility of the Site Owner. These may include, but are not limited to, the New York State Environmental Quality Review (SEQR), the New York State Building Code, New York State Plumbing Code, the National Electric Code, Fire Codes and all applicable state, city, town, or local ordinances or permit requirements.

V. Incorporation Specific Terms of the NYSERDA Agreement

1. NYSERDA or its agent shall have the option to install any and all necessary equipment and controls at the Commercial Demonstration Site, at its own cost, to allow data monitoring of the Project. The existence of this option does not alleviate the Contractor from any obligations to install Equipment and monitor the operation and performance of the Project consistent with this Site Owner Agreement.
2. NYSERDA Guest Provision. The Site Owner shall allow NYSERDA's Project Manager and guests invited thereby reasonable access to the Commercial Demonstration Site to inspect the Equipment and to witness test operations. Invited guests may include NYSERDA personnel, State agency representatives and other stakeholders.
3. The Parties will collaborate with NYSERDA to facilitate publicity with regard to the project as contemplated by the NYSERDA Agreement, including but not limited to posting of Project success information on any NYSERDA website.
4. Indemnification of NYSERDA by Site Owner. The Site Owner shall protect, indemnify and hold harmless NYSERDA and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to the Site Owners', or its employees', agents', contractors' or subcontractors', performance of this Site Owner Agreement. The obligations of the Site Owner under this provision shall survive any expiration or termination of this Site Owner Agreement and the NYSERDA Agreement, and shall not be limited by any enumeration herein or in the NYSERDA Agreement of required insurance coverage.

- 5. This Site Owner Agreement shall be consistent with the NYSERDA Agreement and shall not infringe on any of the rights of NYSERDA specified therein. In the event of a conflict with the NYSERDA Agreement, the terms of the NYSERDA Agreement shall control.
- 6. This Project is subject to Occupational Health and Safety Administration (OSHA) requirements. The Site Owner acknowledges that it is hereby notified of this requirement by inclusion of the same in this Site Owner Agreement.

VI. General Provisions

- 1. In the performance of this Agreement, each Party assumes responsibility for incidental, or consequential damages for its own negligence, including responsibility for the negligence of its employees, contractors, subcontractors, and agents and for the claims of third parties resulting from such negligence.
- 2. Term of the Agreement. The term of this Site Owner Agreement shall be deemed to be contemporaneous with the term during which the Contractor must provide data concerning the Project to NYSERDA in accordance with the NYSERDA Agreement, to wit: in accordance with NYSERDA Agreement Exhibit A Statement of Work, Task 4, Paragraph G, for a period of eight (8) years after the Contractor’s acceptance of the Final Payment, as defined in the NYSERDA Agreement. As the NYSERDA Agreement expires on December 31, 2016, the term of this Agreement is expected to expire on December 31, 2024. The term of this Agreement shall not be adjusted without written agreement the Parties.
- 3. This Site Owner Agreement shall be binding upon and inure to the benefit of successors, transferees, heirs, and assigns of the Parties.
- 4. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party, other than specifically provided herein.
- 5. This Site Owner Agreement shall be construed and interpreted in accordance with the laws of the State of New York.
- 6. This Site Owner Agreement constitutes the entire agreement and understanding between the Parties as to the subject matter of the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals on the day and year first above written.

Town of _____, Vincent’s Heating and Fuel, LLC,

By: _____ By: _____

_____ – (Title) _____ – (Title) _____

February 3, 2016

Basil Seggos, Acting Commissioner
NYS Department of Environmental Conservation
625 Broadway
Albany, NY 12233-0001

Dear Commissioner Seggos:

As the Supervisor for the **Town of Indian Lake**, I am writing to pledge our support for the Adirondack Lakes Center for the Arts (Arts Center) proposed DEC Smart Growth Implementation Grant Program. The Arts Center is a 501c3 nonprofit providing multidisciplinary art programming and services throughout the Adirondack Park. The Arts Center is acting as the lead applicant for this DEC grant program. Their regional-wide art collaboration is also supported by the Towns of Long Lake and Newcomb. All towns, including the Town of Indian Lake, are wholly located within the Adirondack Park.

The Art Center’s proposed project – **Sustainable Salaries & Job Creation for the Arts Center** – will bolster the Arts Center’s salary for its Executive Director to provide a competitive wage, as well as hire a part-time resource development officer to assist with fundraising to sustain the continuation of these salary increases. As stated in the DEC Smart Growth Special Conditions of the Adirondack Park, “...economic development and job creation are needed to bolster local communities. In addition, the abundant natural resources within the Park complement the uniqueness and value of the rich heritage of Park communities and the tourism services provided by Park residents and businesses.”

The Arts Center, located in Blue Mountain Lake, has been promoting arts and cultural programming since 1967 to the 130,000 people living in the Park; to 200,000 who are seasonal Park residents; and approximately seven to ten million tourists annually. They do this effectively by taking their programs and services “out of the building” and into various communities throughout the region.

Their programs enhance the cultural assets that exist in the region, especially in Indian Lake, due to their collaborations with the Indian Lake Theater. Multiple theatrical and musical performances (Cinderella, Miracle on 34th Street, Sound of Music and Forever Snocade) are held at the theater throughout the year to enhance town seasonal festivals, such as our Christmas Country Tour in November and Snocade/Winterfest in February. Summertime Arts Center productions have embraced the great outdoors in Indian Lake by offering “Shakespeare in Park” at our Byron Park location. Seasonal and year-round employment opportunities at the Arts Center are filled by residents from Indian and Blue Mountain Lake. The Arts Center’s programs and services have both enhanced economic development and the quality of life for Indian Lake’s residents and its tourists.

The Town of Indian Lake enthusiastically supports the Arts Center’s DEC Smart Growth application to enhance the capacity of its key staff. If you have any questions, please feel free to contact me at 518-648-5885, or ilsuper@hotmail.com.

Sincerely,

Brian Wells
Supervisor

Town of INDIAN LAKE
County of Hamilton

\$190,676 Maintenance
\$117,300 Improvements
\$307,976 may be expended for

Executed in duplicate this 8th day of February 2016

____ 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.

[illegible]