

PARKS AND REC. MONTHLY REPORT
February 4, 2016 – March 9, 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: Fixed light fixture pulled out of ceiling. Changed batteries in smoke detectors, met with elevator repair man and serviced it. There was nothing wrong, just needed a new self - grease can. .

LIBRARY: Put new parts in back of women's toilet.

SNOWMOBILE TRAILS: Cut blowdown and checked every trail after wind storms. Cleaned ice jams off bridges after heavy rain. Drained water holes. Groomed when weather let us.

B.T.I.: Filled out and sent in Miah's recertification papers for new license. Ordered 10cases of BTI, made new pesticide signs for town trucks. Started checking water temps and larva in Brooks that are opened. Put in paper and called the State fourteen days ahead of when we are going to start treatments.

SKI HUT GARAGE: Reset timers after power outage. Cut blown down trees off landscape trailer. Drained water away from building. Repaired fence on 1st slope. Repaired heating problem at 8:00 pm at night.

TOWN HALL: Took vinyl siding off Town Court side. Picked up quotes from Murphy's and Stephenson Lumber. Took Town car to Whitemens for recall work.

BUS GARAGE: Finished putting siding around doors and soffits. Repaired door # 3- new able and wheel. .

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 ad paper towel dispensers. Patched, sanded and painted sheetrock in bathroom. . .

BYRON PARK: Plowed back when needed. Repaired fence.

SKATING RINK: Blew off and shoveled every day, flooded when weather let us. Rebuilt rink three times this month. Ran rink for the Skate and game night, Winterfest, Snowcade and for the whole school vacation. Lake Pleasant School used it on Thursday 3/3/2016. Covered the rink on days Fred could not work.

TOWN GENERATOR: Repaired problem with alarms going off at 9:00 pm at night.

EVENTS: Put up signs and banners for Winterfest. Cut and split firewood for bonfire, covered rink for fireworks. Hauled in snow from all over Town for sliding on second slope and Kitty Cat Races. Groomed and leveled off. Put up Snowcade banner. Made Frisbee Golf Course at school. Cut and split more wood for bonfire at Little League Field. Hauled three tables, five garbage cans, three barricades and set up Frisbee Golf at Benton Filed for Snow Shoe Softball. Hauled three truckloads of books from Library storage building to the Town hall for book sale and hauled two truckloads back when event was over. Picked up everything after all events were over.

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

Installed new springs on 188 plow.

New air pump on white car.

Changed fluid in 192 loader. Differential and also new signal light.

Serviced 190 loader.

Changed filler neck solenoid for white car.

Changed cable for dump box on 182.

Serviced 180 pick-up.

Installed new seat in 190 loader.

Replaced blown hose on 192 loader.

Serviced 191 pick-up truck.

Installed new springs on Blue Mountain tractor plow.

Winged for Greg.

Events/Activities Report
Indian Lake Town Board
March 9, 2016
Reported by Vonnie Liddle

PTSO Skate & Game Night – Created posters for Parks & Rec. (No Sledding). Opened Ski Hut and was on hand to monitor the building, rink and hill.

Winterfest – Parade was cancelled due to extreme cold. Cupcake Challenge; 3 competitors. Kids Party; over 60 people attended. We moved the games indoors due to extreme cold. Bubble Blowing Contest, Hula Hoop Contest, The Twist Dance Contest, Sand Art, Wooden Airplane Craft, Milkshakes & Ice Cream Soda, Candy Bar. Cardboard Sled Race; 3 participants. This was the third race for the Central Adirondack Cardboard & Duct Tape Sled Circuit. Took care of supplies after the event.

Yearly Community Calendar – Finished bulk mailing.

4 Rivers Alliance of Hamilton County – Attended meeting and will be attending grant orientation conference in Tuscan AZ in March. Also met with the executive committee regarding implicating grant requirements for Hamilton County.

Hamilton County Bicentennial – Attended meeting at the Adirondack Museum. Moving forward for celebrations throughout the summer. The kick-off event will be April 12th at the Hamilton County Court House. I am helping the County Historian as she moves forward. I would be happy to share this information with anyone that is interested. She has some great plans as she moves forward with this celebration.

SNOCADÉ – Printed an additional 300 brochures bringing the total amount printed to 1400. Updated Facebook page as requested per changes.

Comprehensive Planning Committee – Attended meeting and provided Chazen with a spreadsheet of events that go through the Events/Activities Office.

Snowshoe Softball Tournament – Ordered porta potties for this event and Irish Road Bowling. Secured snowshoes from Hamilton County Trail Blazers. Day of event; registered teams, collected liability release forms, organized play brackets, kept the official score, checked field after event and clean up.

Central Adirondack Cardboard & Duct Tape Sled Race Circuit – Ordered trophy. Attended final race at Oak Mountain and presented the trophy to Eric Smead of Johnstown.

St. Patrick's Celebration Weekend – Created press releases and advertisements and sent them out. Created posters. Checked with food establishments to include them in the brochure. Printed all forms, scoresheets, and other material necessary for the Parade, Volleyball Tournament, Irish Road Bowling and The Mutt Strut.

Water & Sewer – Kevin asked me to take pictures of the old truck and to email them to the dealer.

Meeting Attended –Town Board, ILCS PTSO, Four Rivers Alliance, Hamilton County Bicentennial, Comprehensive Planning, ROOST Tourism Marketing Summit.

Upcoming Events – March 18 – 20, St. Patrick's Weekend Celebration. April 8 – 10, Cabin Fever Player's Presentation "Mary Poppins".

Town of Indian Lake water and wastewater

Report for February 2016

Testing was completed at all plants daily.

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

One of the Ross valves at the Indian Lake water plant was not working. We called a technician from Ross and talked us through fixing it. We had to replace both needle valves and an Asco valve to get it working again.

The pressure switch for the turbidity in the Blue Mt Lake water plant was not working correctly and we had to replace it.

We had to thaw a frozen sewer main on State St.

At the Indian Lake water plant we scrubbed the floors in the office, entry way, and bathroom, and put a new coat of sealer on them.

There was a frozen service line to Vera Cole's house that we had to thaw.

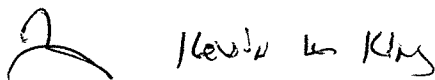
At the Blue Mt Lake water plant the drain line to backwash the filters froze and had to be thawed out.

We received the reducer for the grinder at the sewer plant, so the grinder is back up and running.

We painted the floor at the sewer plant, and put a new toilet flange and wax ring for the bathroom.

The grinder pump for the septic system at the Indian Lake water plant stopped working and had to be pulled out. We replaced the contactor and capacitor, and got it working again.

Thank-you

A handwritten signature in black ink, appearing to read "Kevin King".

Kevin King/water and wastewater superintendent

 **COPY**

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: _____
 _____ – (Title) _____

By: _____
 _____ – (Title) _____

STATE OF)
COUNTY OF) ss.:

On the ____ day of _____, 201__, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public -
My commission expires:

STATE OF)
COUNTY OF) ss.:

On the ____ day of _____, 201__, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public -
My commission expires:

MILLER, MANNIX, SCHACHNER & HAFNER, LLC

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Michael J. Hill, Of Counsel

February __, 2015

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One Washington Street
PO Box 2168
Glens Falls, NY 12801-2168

Re: Town of Indian Lake / Lake Champlain-Lake George Regional Planning Board
Memorandum of Understanding

Dear Mr. Lebowitz:

We represent the Town of Indian Lake including its Planning Board and Zoning Board of Appeals. Late last year, it came to our attention that you represent the Lake Champlain-Lake George Regional Planning Board, a regional planning commission pursuant to General Municipal Law §239-m. Despite this designation, we understand that the Regional Planning Board no longer has the staff available to review applications and issue recommendations as contemplated by the General Municipal Law.

Unfortunately, as there is no Hamilton County Planning Board, it would appear that the Town's Planning Board and ZBA are obligated to continue referring many planning and zoning applications to the Regional Planning Board. As we discussed, this is not only cumbersome for all involved, but also will result in the slowing of application review by these local Boards as they must wait at least 30 days from referral of the applications before taking action where no recommendation is issued. Due to Municipal meeting schedules, the full 30-day period will likely not have expired when the Board at issue convenes for a second time to discuss the project. Therefore, where the necessary procedure is followed by the Town, each review process could be extended by an additional month. Were the necessary procedure not followed, then otherwise appropriate determinations or actions could be susceptible to legal challenge. We wish to avoid both of these results.



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Mark Lebowitz, Esq.

Re: Town of Indian Lake / Lake Champlain-Lake George Regional Planning Board

Memorandum of Understanding

February __, 2016

Page 2 of 2

We propose that the Regional Planning Board, Town Planning Board, Town ZBA and possibly Town Board enter into a Memorandum of Understanding setting forth the types of applications which are of local, rather than inter-community or county-wide concern, and are therefore not subject to the referral requirement. This type of agreement is specifically authorized by General Municipal Law §239-m (3)(c). More specifically, we suggest maintaining the 500-foot distance triggers, but agreeing that only applications for Use Variances and Site Plan Applications which relate to commercial uses where the principal commercial structure has a footprint exceeding 50,000 square feet will trigger the referral requirements of §239-m (3)(a) and that all other actions listed in this subdivision will be deemed not to have any county-wide or inter-community impacts.

If this, or something similar, is agreeable to the Regional Planning Board, we can draft and distribute a proposed Memorandum of Understanding to this effect. After you have had the opportunity to review this with the Regional Planning Board, please contact us to discuss further. Thank you.

Very truly yours,

MILLER, MANNIX, SCHACHNER & HAFNER, LLC

Leah Everhart

LE/arf

cc: Indian Lake Town Board
Indian Lake Planning Board
Indian Lake Zoning Board of Appeals
Meade Hutchins, Indian Lake Zoning Officer

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RESOLUTION NO. 2

PLAN OF FINANCE

TOWN OF INDIAN LAKE ABANAKEE DAM REPAIR AND UPGRADE PROJECT

At the Official Meeting of the Town of Indian Lake Town Board, State of New York, held on _____, the following resolution was made by _____ and was subsequently seconded by _____.

WHEREAS, the Town Board awarded a construction contract to the Rozell Construction for Lake Abanakee Dam Repair and Upgrade Project; and

WHEREAS, a Spring 2016 construction start is anticipated; and

WHEREAS, the Town of Indian Lake has received a \$750,000 grant for the Town of Indian Lake Abanakee Dam Repair and Upgrade Project under the State and Municipal Facilities Capital Program (SAM) which is being administered by the Dormitory Authority of the State of New York (DASNY); and

WHEREAS, the funding contract between the Town and DASNY requires that the Town of Indian Lake to demonstrate ability to fund all costs that exceed the grant award amount; and

WHEREAS, sufficient General Fund balance is available for costs that exceed the grant award amount; and

WHEREAS, the Town intends to seek bond financing to reimburse the General Fund; and

WHEREAS, the Town expects additional grant funds to be made available to minimize bond financing principle needed; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board authorizes the transfer of up to \$700,000 from Account No. A. 200 to Account No. H3. 8160.400 For project costs that exceed available grant amounts; and

Brian Wells, Supervisor
Richard Clawson, Councilman
Keli Mitchell, Councilwoman
John Rathbun, Councilman
Sally Stanton, Councilwoman

AYES:

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NAYS:

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Resolution # 3 - 2014
Land Use Permit

This Agreement, made by and between The Research Foundation for The State University of New York, a nonprofit, educational corporation organized and existing under the laws of the State of New York, having its principal place of business located at 35 State Street, Albany, New York 12207, hereinafter referred to as "Foundation," acting for and on behalf of the University at Albany, hereinafter referred to as "SUNY", and «Title», with its principal place of business located at «Field», hereinafter «Title».

W I T N E S S E T H:

WHEREAS, Foundation, on behalf of University at Albany, is the recipient of a New York State Division of Homeland Security and Emergency grant to support the development of the New York State Early Warning Weather Detection System; and

WHEREAS, the network will provide state and local government officials with access to real-time data and robust predictive models, enabling emergency management decision-makers to better plan and mitigate for extreme and devastating weather events;

WHEREAS, «First_Name» is the fee simple owner of a certain parcel of land, more particularly described in Exhibit A attached hereto and incorporated, hereinafter referred to as the "Site", deemed suitable for locating a mesonet station; and

WHEREAS, the parties recognize the benefits and importance to the State of New York and its citizens of establishing New York State's first statewide mesonet network designed to observe mesoscale meteorological and environmental phenomena; and

WHEREAS, Foundation has requested «First_Name» grant it a permit to access the Site for the installation, maintenance, operation, inspection, repair, replacement, removal, and any work which may subsequently become necessary with respect thereto, hereinafter referred to as the "Work", of a mesonet station, together with appurtenances, hereinafter collectively referred to as the "Facilities", on «Title» land for the purpose of monitoring mesoscale meteorological and environmental phenomena, hereinafter referred to as the "Project"; and

WHEREAS, «First_Name» desires to grant such a permit for such purposes.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows.

1. «First_Name» hereby grants to Foundation, Foundation Affiliates (for purposes of this Agreement this term shall include University at Albany), its officers, agents, employees and all persons under contract with the Foundation in connection with the Project the right to access, use and occupy, at no cost, the Site for the purposes of the Project for 30 years from the date of execution.
2. The location and manner of installation of the Facilities shall be as shown and described on the Installation Plan attached hereto and incorporated herein as Exhibit A. Foundation's right to occupy and use the Site includes the right of ingress and egress to the Site on across and over any contiguous or adjacent land owned by «First_Name», at reasonable times and for the purposes of the Project.
3. Installation, maintenance, operation, inspection, repair, replacement, and removal of the Facilities, and any work which may subsequently become necessary with respect thereto, shall be performed only at such time or times as may be acceptable to «Title» or its duly authorized officer or representative. And shall at all times be subject to the approval of «Title» which such approval shall not be unreasonably delayed, conditioned or denied. In the event, however, that repairs to or maintenance of the Facilities shall be necessary by reason of the existence of any emergency, Foundation may undertake and complete such necessary repairs or maintenance without providing notification.
4. Foundation shall not interfere with or disturb any presently existing underground or above ground services or facilities located upon «Title» property, and upon completion of the Work and use of the Site, and/or upon the completion of any Work relating to the Project, Foundation shall, at its sole cost and expense, restore the Site as nearly as possible to the condition in which Foundation found it.
5. Foundation's installation, maintenance, operation, inspection, repair, replacement, and removal of the Facilities shall be undertaken in accordance with all applicable safety rules and regulations and so as not to constitute a nuisance or hazard to persons or property, and shall be in compliance with all applicable state or federal statutes, laws, ordinances, codes, rules, regulations, and orders of any governmental office, board, commission, or other body having jurisdiction over the Site.
6. Foundation assumes all risk in connection with the Work and shall be responsible in damages for any and all accidents and injuries to persons and property directly arising out of or relating to the installation, construction, maintenance, operation, inspection, repair, replacement and/or removal of the Facilities, or work connected therewith.
7. «Title» shall provide Foundation with any site-specific health and safety requirements including but not limited to the existence or possible existence of hazardous worksite conditions, materials or pollutants, subsurface utilities and underground infrastructure.
8. «Title» shall also provide the Foundation, its officers, agents, employees or persons under contract with Foundation, with any escorts required by «Title» for access to the site.
9. Foundation agrees to construct and maintain during the term of this Agreement a good and sufficient fence around the Site.
10. All Facilities and appurtenances for the Project shall be, and at all times shall remain, the property of Foundation, and «Title» shall not disturb, relocate or otherwise interfere with the Facilities or Foundation's use of the Site as provided herein.
11. This Agreement shall be binding upon the heirs, executors, administrators, assigns, successors, or any other transferees of «Title» and upon the successors and assigns of the Foundation.
12. The Parties shall comply with all laws, rules, orders, regulations, and requirements of Federal, State and municipal governments applicable thereto, and the Foundation shall obtain and keep in force at its sole cost and expense, any permits or licenses which may be required by any local, State or Federal Governmental body having jurisdiction over the Site and the Facilities.
13. This Agreement shall not be assigned, delegated, transferred, conveyed, sub-let, sublicensed or otherwise disposed for any purpose without the express prior written consent of the Parties.

14. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind precluding the use of the right to amend or modify this Agreement shall be binding upon either Party except to the extent incorporated herein. This Agreement shall not be amended unless such amendment is reduced to writing and signed by both Parties.
15. Any notice provided for concerning this Agreement shall be in writing and deemed effective when sent by certified or registered mail, if sent to the respective address of each party set forth at the end of this Agreement, or to such addressee as may be hereafter designated by notice. All notices become effective only when received by addressee.
16. The Foundation shall be responsible for any and all damages or loss by theft or otherwise of property whether such property shall belong to «First_Name» or to others, and for injury to persons (including death) which may in any way result from Foundation's use of Site unless the damages or loss results from the negligence or misconduct of «Title».
17. This Agreement shall be interpreted according to the laws of the State of New York. The Foundation shall comply with all laws, rules, orders, regulations, and requirements of Federal, State and local governments applicable thereto.
18. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining portions or provisions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid, unless to do so would contravene the present valid and legal intent of the parties.
19. The Foundation agrees, upon request, to provide evidence of insurance protection at the following coverage limits:
General Liability in the amount of \$2,000,000 combined (bodily injury and property damage) single limit-each occurrence, \$3,000,000 aggregate.
Property Damage in the amount of \$500,000 each occurrence.
Automobile Liability - (Owned and non-owned vehicles) in the amount of \$1,000,000 each occurrence.
Workers Compensation and Disability Benefits - New York statutory requirements
«Title» shall be named as an additional insured on the General Liability Policy. All Certificates of Insurance or Evidence of Insurance must contain a thirty (30) day written notice of any cancellation, change or termination of coverage.
20. Any notice to either party hereunder must be in writing signed by the party giving it and shall be served either personally or by registered mail addressed to the following or to such other addressee as may be hereafter designated by notice. All notices become effective only when received by the addressee.
TO «Title»:
Mr. «First_Name»

ATTN: Mr. «First_Name»
The Research Foundation for The State University of New York
1400 Washington Avenue
MSC 216
Albany, New York 12222
ATTN: Ms. Paula M. Kaloyeros
21. Upon revocation of the permission hereby granted and written notice thereof served either in person or by registered mail, Foundation shall have 12 months to discontinue the use of the premises and remove all of its property from the premises and shall restore the premises to the same condition it was in before use by the Foundation commenced. This permit shall be for in force beginning September 1, 2015 and shall continue for 30 years, in any event, if not sooner revoked. Under no circumstances shall the State University be held liable for damages of any kind, either direct or indirect, for termination of this permit.
22. The execution and performance of this Agreement by the individual signing this Agreement for Owner is duly authorized, and this Agreement constitutes the valid and binding obligation of Owner, enforceable against Owner in accordance with its terms.

IN WITNESS WHEREOF, the parties have set their hand on the day below written

IN WITNESS HEREOF, «Title» and the Foundation has caused this instrument to be sealed and signed by its duly authorized officer.

«Title»

The Research Foundation for The SUNY

By: _____
«First_Name»
Owner

By: _____
Paula M. Kaloyeros
Assistant Vice President and Deputy Operations Manager
Manager at the University at Albany

Date: _____

Date: _____

LEFT VONNIE TOWN OF INDIAN LAKE,

THANK YOU FOR YOUR CONTINUED
SUPPORT OF THE YOUTH IN INDIAN
LAKE! EVERYONE ENJOYED THE
SYMPACUS BASKETBALL GAME
(EVEN THOUGHT THEY LOST :))

- Julie Moore &
Alicia Gandy
AND ALL THE STUDENTS

SUPERVISOR COMMENTS: 2016

Hamilton County Bicentennial

Apr 12th - Birthday celebration in

lake Pleasant est Court house

Starting - 10:30 - Bill Farber speaking

11:00 } Ringing of Bells - county wide

11:30 }

{ Sen. Farber / Assanblman

Butler

will be speaking

Traveling Exhibit

Wed Jan 1 - SAT: Oct 1