

Regular Town Board Meeting held June 10, 2013 at 5:00 P.M. at the Town Hall

in Schroon Lake N.Y.

Present:

Town Supervisor: Michael Marnell

Councilpersons: Roger Friedman, Don Sage, Meg Wood and Clara Phibbs

Highway Superintendent: Dana Shaughnessy

Town Clerk: Patricia Savarie

Also Present: Albert May, Rosemarie Ritson, Jay Phibbs, Marcia Hartnett, Linda

Milsom, Fran Filshie, Mark Whitney, Michel Lee, Ann Durkee, Diane D'Amico, Franz Stewart,

Jean Strothenke, Iris Civalier, Jane Bouchard, Liz Insull, Joe Provoncha, Kathy Shiell, Eileen

Cramer, Bob and Jane Claus, Mark laPlante, Carole Greig, Steven Cass, Gail Simon and

Marilyn Ahern

Supervisor Marnell called the meeting to order at 5:00 P.M. with a salute to the Flag.

Presentation from SD Atelier on Town Hall Expansion

Supervisor Marnell stated that the reason for the Special Town Board meeting was an informational meeting with a power point presentation regarding the proposed Town Hall expansion. Supervisor Marnell introduced Sue Davis and Don Davis from S.D. Atelier-Architecture. The architects gave a power point presentation and went over the building plans with two different options. Sue Davies stated that she had attended a few meetings with the Library Trustees and that they had decided that Option A would work best for their needs. Joe Provoncha stated that the design for the Courts would need to be changed and that the Jury Room should be sound proof with no windows and near the bathrooms with one entrance. Joe Provoncha suggested to contact the State of New York Office of Court Administrations and ask them about public safety to see what the regulations are for Court Room designs.

Project: Town Hall Expansion

Date: Revised 6-10-13

Advantages and Disadvantages of Options A and B

Option A –

First Floor – Town Court 2,820 sf – New Addition

988 sf – Existing Building to be renovated

Second Floor – Town Library 2,820 sf – New Addition

1,443 sf – Existing Building to be renovated

Total New Addition 5,640 sf

(This is providing ample size for vestibules, but could be reduced by 100 sf)

Renovation of Existing Building 2,423 sf

Advantages –

Library on second floor will allow for better views, more natural light and higher ceilings.

Library has independent community/program space.

Overall new addition is a simpler structure as the two floors stack on top each other keeping construction costs reduced in terms of complexity.

Entry to Library can still remain as it currently exists with a new entry at upper level on the North side.

The Town Court is not compromised in size.

Disadvantages

The library will have a larger floor load which will dictate deeper floor system and/or columns in the Town Court on the lower level

The main entry to the Library is at the upper level with the main entry to Town Court is at lower level. (perhaps this may need an elevator for Moms w strollers and handicapped or elderly residents)

The space designated for library stacks is reduced from Option B since space is provided for a community space.

Option B –

First Floor – Town Library 2,952 sf – New Addition

1,100 sf – Existing Building to be renovated

Second Floor – Town Court 2,392 sf – New Addition

1,520 sf – Existing Building to be renovated

Total New Addition 5,344 sf

(This is providing for ample size vestibules, but could be reduced by 100 sf)

Renovation of Existing Building 2,620 sf

Advantages –

Library on first floor will allow for easy connection to multi-purpose room.

Library has main entry off main parking lot.

Overall new addition is reduced in size, however more complex in structure.

The floor load is reduced from the second floor.

An elevator for access to the second floor is not really necessary nor required.

Disadvantages

The ceiling height is limited in library due to second floor. (except at single story bump-out)

The natural light is limited in library – especially at Northeast corner of library.

The library does not have a separate community/project room.

The single story bump-out could be a bit more complicated and aesthetically problematic.

Public Participation

Marilyn Ahern stated that she has a contract with the Town of Schroon for the Beach Concession stand all summer and would like to be able to be open on July 4th to sell food even though her contracts states she cannot sell on that day because of the Lions Club setting up in that area. The Bounce Around sells food and drinks in that area by the Lions Club and feels it is not fair if they can and she can't. The Board will get a hold of Kate Huston to tell all vendors they are not allowed to sell food and drink in that area. Marilyn stated that if she offered the Lions Club a percentage for that day to set up, could she be there? Councilman Friedman suggested she talk to the Lions to see if they would go along with that idea and to get back to the Board to allow her to do so before the fourth.

Resolution #106 Audit of Claim

Councilwoman Phibbs moved a resolution to pay the bills as reviewed, seconded by Councilman Sage; carried

General Fund \$34,181.64 Water \$2,968.57 Highway \$38,157.42 Sewer \$1,449.76

Resolution #107 Budget Amendment for Cemetery Fence

Councilman Friedman moved a resolution to accept the budget amendment for the Cemetery fence, seconded by Councilwoman Wood; carried.

A BUDGET AMENDMENT IS NEEDED TO ACCOUNT FOR THE \$26,597.30 FROM THE PROTESTANT CEMETERY ASSOCIATION TO USED FOR THE MAINTENANCE AND CARE OF THE CEMETERY TO BE PLACED IN ESTIMATED REVENUES A00-510 (A00-2705 GIFTS AND DONATIONS) AND APPROPRIATIONS A00-960 (A00-07-8810-400 CEMETERIES CONTRACTUAL)

Set Date for Workshop on Sewer Department Ordinance

Monday, July 8, 2013 at 5:00 P.M. at the Town Hall

Resolution #108 to Rescind Resolution #94 to change street name

Councilwoman Wood moved a resolution to rescind Resolution #94 which stated: "Councilman Sage moved a resolution to change the street name of "Glen Reay Way" to "Juniper Lane" tax map # 146.20-3-4.100, seconded by Councilwoman Wood; carried.", seconded by Councilman Friedman; carried.

Resolution #109 Approve Street name for Subdivision

Councilman Sage moved a resolution to change the street name of "Glen Reay Way" to "Juniper Way" tax map # 146.20-3-4.100, seconded by Councilwoman Wood; carried.

To Change street name for West End of Sweeney Field Road

Councilman Friedman moved to **table** the change in the street name until homeowner's are notified and the Board can come up with the proper name, seconded by Councilwoman Wood; carried.

Award Sand Bids

Councilman Sage moved to **table** the Sand Bids until they can get a legal opinion on them, seconded by Councilwoman Phibbs; carried.

Resolution #110 Appoint Lifeguard's

Councilman Friedman moved a resolution to hire Sam Foote as full time Lifeguard at the rate of \$9.03 an hour and Haleigh Simmons as an alternate as needed at the rate of \$9.03 an hour, seconded by Councilwoman Wood; carried.

Resolution #111 Re-Advertise for Fuel Bids

Councilman Sage moved a resolution to re-advertise for Fuel Bids, seconded by Councilwoman Phibbs; carried.

TOWN OF SCHROON

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN, that the undersigned , on behalf of the Town Board of Schroon Lake, will accept sealed bids for the purchase and delivery of all of its requirement of No-Lead Gasoline 87% Octane plus or minus, Fuel Oil No.2 for building heating oil, Low Sulfur Diesel Fuel and Kerosene from September 1, 2013 through August 31, 2014 .

Sealed bids will be received until 2:00 P.M. Monday , July 8th, 2013, at which time bids will be publicly opened and read aloud.

Specification are available by contacting the Town Clerks Office , Patricia Savarie, Town Hall , PO Box 578, Schroon Lake, NY 12870., by calling 532-7737 XT 12.

All bids submitted in response to this notice shall be marked sealed bid clearly on the outside of the envelope. All bids shall be submitted on the bid sheets included in the package, and no other forms shall be accepted.

In addition to bid sheets, the bidder shall submit executed non-collusion bid certificates signed by the bidder or one of its officers as required by the General Municipal Law Se. 103d. The Bidder shall also submit an executed certificate of compliance with the Iran Divestment Act signed by the bidder or one of its officers as required by General Municipal Law Sec. 103g.

Town of Schroon reserves the right to reject any and all bids not considered to be in the best interest of the Town, and to waive any technical or formal defect in the bids which is considered by the Town of Schroon to be merely irregular, immaterial, or unsubstantial.

PLEASE TAKE FURTHER NOTICE that the Town of Schroon affirmatively states that in regards to any contract entered into pursuant to this notice, without regard to race, color, sex, religion, age, national origin, disability, sexual preference or Vietnam Era veteran status, disadvantaged and minority or women owned business enterprises will be afforded equal opportunity to submit bids in response hereto.

Resolution #112 Citizen of the Year Jane and Bob Claus

The Town of Schroon Town Board moved and seconded unanimously to congratulate Jane and Bob Claus on receiving the 2013 Citizen of the Year Award.

Set Date to Meet with Fire Department and Parade Committee for 4th of July

Wednesday, June 19, 2013 at 6:00 P.M. at the Firehouse

Resolution #113 Approval for Mosquito Spraying

Councilwoman Phibbs moved a resolution to approve Mosquito spraying for the 2013 season if needed, seconded by Councilman Friedman; carried.

Resolution #114 Discuss a Local Law to allow ATV on Fleming Pond Road, Letsonville

Road Furnace Road and Johnson Pond Road

Councilman Sage moved a resolution to start drafting up a Local Law to allow ATV's on Fleming Pond Road, Letsonville Road Furnace Road and Johnson Pond Road, seconded by Councilman Friedman; carried.

Acknowledge Good Neighbor Award

Supervisor Marnell stated that the Town of Schroon had been given an award from the Southern Adirondack Independent Living Center, "The Good Neighbor Award", in recognition of efforts and accomplishments to improve accessibility to the Town Beach for persons with disabilities and seniors that promote independence, equal access, dignity and inclusion.

Acknowledge Beautification Committee

Supervisor Marnell would like to acknowledge the Beautification Committee and especially Lorraine Altmann for all the hard work and time they all volunteer to this Town to make all the flowers look so nice. They spend many hours putting in the plants and maintaining them around the Golf Course, Parks, and the two welcome signs north and south of the town and on the Main Street. The Board thanks them and appreciates all their hard work.

Acknowledge Chuck McKenna and Ed Figueroa for Painting the Cemetery Fence

Supervisor Marnell would like to thank Chuck McKenna and Ed Figueroa for volunteering their time to the Town of Schroon for painting the fence at the Protestant Cemetery.

They did a great job and we all appreciate their efforts.

Donation for the Tennis Courts

Supervisor Marnell stated he had gotten a nice surprise on his desk from Dan and Kathy Riggins this afternoon a check in the amount of \$1000.00 to be donated to the Tennis Courts. The Town Board would like to thank them greatly in helping out the Town in maintaining the Tennis Courts.

Resolution #115 Approval of the next Airport Project Cost

Councilwoman Phibbs moved a resolution to approve the next Airport Project Cost, seconded by Councilman Sage; carried Councilwoman Wood opposed.

CHA

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 21st day of May, 2013, by and between CHA ("CHA" shall include CHA, Inc., a Delaware corporation, and its affiliate, Clough Harbour & Associates LLP, a New York limited liability partnership) and the TOWN OF SCHROON (hereinafter "Client").

Client and CHA, for the consideration hereinafter set forth, hereby agree as follows:

1. Services of CHA

CHA agrees to provide the professional services described in Exhibit A (hereinafter the "Services") attached hereto and incorporated herein with respect to the Tree Obstruction Removal Project (hereinafter the "Project"). Any activities or Services not included within the scope of the Services will be considered "Extra Services" and will require additional compensation. For projects located in Connecticut, Massachusetts, Michigan, New York, North Carolina, Vermont, or the District of Columbia, the Services shall be performed by Clough Harbour & Associates LLP. For all other projects, the Services shall be performed by CHA, Inc.

2. Schedule of Services

CHA shall use its best efforts to complete the Services in a timely fashion so as to meet Client's requirements. If Client requests significant modifications or changes in the scope or requests Extra Services, the time for performance shall be correspondingly adjusted. If the parties have agreed to a specific Project schedule and specific milestone dates, such information shall be set forth in Exhibit B attached hereto.

3. Responsibilities of Client

(a) Client shall furnish or make available to CHA any and all of its records, maps, or other data which are pertinent to CHA's work. Client shall authorize and assist CHA in obtaining any such pertinent information from other public and private sources. When requested by CHA, the Client shall furnish all reasonable assistance necessary for CHA to perform appropriate site investigations.

(b) Client shall provide all criteria and full information as to the Client's requirements for the Project; designate a person to act with authority on the Client's behalf in respect to all aspects of the Project; examine and respond promptly to CHA's submittals; and give prompt written notice to CHA whenever the Client observes or otherwise becomes aware of any defect in the work.

(c) Client shall notify CHA promptly of all known or suspected Hazardous Material at the site, of any contamination of the site by Hazardous Materials, and of any other conditions requiring special care, and provide CHA with any available documents describing the nature, location and extent of such materials, contamination or conditions.

4. Compensation

(a) As compensation for the performance of the Services, Client shall pay CHA its fees and expenses in accordance with Exhibit C.

(b) Invoices will be rendered monthly for Services performed and expenses incurred during the previous month. Supporting documentation and additional detail will be provided upon Client's request. Payments are due at the address appearing on the invoice within 30 days following the invoice date. Invoices not paid within 30 days will accrue interest from the 31st day at the rate of 1% per month (12% per annum). Any late payment will be applied first to interest and then to the oldest outstanding balance due.

5. Termination

(a) This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party substantially fail to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Client's failure to make payments when due for Services and expenses shall be deemed a material failure permitting CHA to terminate this Agreement.

(b) In the event of termination of this Agreement not caused by the fault of CHA, CHA shall be compensated for Services performed and expenses incurred prior to the date of termination along with all reasonable and necessary expenses attributable to such termination.

6. Suspension

(a) If CHA fails to receive payment when due for Services and expenses, CHA may, upon seven (7) days written notice to Client, suspend performance of the services without further notice. Upon a suspension of Services, CHA shall have no liability to the Client for delay or damage caused by such suspension.

(b) CHA shall not be obligated to perform any Extra Services unless and until a fully executed and authorized Extra Services Authorization has been signed and approved by the Client.

7. Estimates of Costs and Schedules

CHA's estimate of construction costs and schedules are for budget and planning assistance purposes only. Cost and schedule estimates are based on CHA's professional judgment of the requirements known at the time of the Agreement. Accordingly, CHA does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluation or studies submitted by CHA to Client.

8. Relationship of Parties

CHA is, and shall at all times during the term of this Agreement be, an independent contractor of Client. This Agreement and the relationship of the parties shall not be deemed to create or be one of employment, agency, partnership, joint venture or any other association.

9. Use of Documents

All documents produced by CHA pursuant to this Agreement are instruments of service and shall remain both the Client's and CHA's property. CHA shall provide the Client with reproducible copies of Schematic Design, Design Development and final Bidding Drawings, and copies of reports, cost estimates, specifications, and other final documents that Client may request.

Documents or computerized materials provided to Client are for Client's use only, for the purposes disclosed to CHA, and Client shall not transfer them to others or use them or permit them to be used for an extension of Services or any other project or purpose for which they were not prepared, without CHA's express written consent. Client and CHA agree to indemnify and defend one another for any unauthorized use of any document or computerized materials.

10. Standard of Care

The standard of care for all professional engineering and related Services performed or furnished by CHA under this Agreement will be the care and skill ordinarily used by the members of CHA's profession practicing under similar conditions at the same time and in the same locality. There are no expressed or implied warranties, including the implied warranties or merchantability and fitness for a particular purpose, not specified herein.

11. Jobsite Safety

Neither the professional activities of CHA, nor the presence of CHA or their employee's and/or sub-consultants at the construction site, shall relieve Client and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work or construction in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. CHA and their personnel have no authority to exercise any control over any construction contractor or entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the contractor(s) is solely responsible for jobsite safety and warrants that this intent shall be made evident in the Client's Agreement with the contractor(s). The Client also agrees that CHA and CHA's consultants shall be indemnified by the contractors and shall be named as additional insureds under the contractor's general liability insurance policy.

12. Test Results

Test results apply only to materials actually tested and represent the condition of the tested material only at the time of testing. There are no expressed or implied warranties made or intended by CHA as to the applicability of test results for other than our purposes for preparation of the study or for any time beyond the actual field and laboratory testing. Unless otherwise stated in writing, the Client assumes responsibility for determining whether the quantity and the nature of the services ordered is adequate and sufficient for the Client's intended purposes.

13. Insurance

(a) CHA shall procure and maintain: (a) worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed; (b) comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage; (c) automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage; and (d) professional liability insurance in the amount of \$2,000,000 per claim (\$8 million aggregate).

(b) Upon reasonable notice, Client shall provide CHA with copies of the certificates of insurance necessary to demonstrate that all contractors, subcontractors, independent contractors and others on the site have appropriate insurance coverage, including but not limited to commercial general liability, worker's compensation, disability and, where applicable, professional liability coverage.

14. Indemnification

(a) Client shall indemnify CHA, its partners, officers, directors, agents and employees from all claims, damages, losses and expenses including reasonable attorney's fees, arising out of, or in any manner connected with, the performance of the Services and caused by Client's negligent acts, errors or omissions.

(b) CHA shall indemnify Client, its partners, officers, directors, agents and employees from all claims, damages, losses and expenses including reasonable attorney's fees, arising out of, or in any manner connected with, the performance of the Services and caused by CHA's negligent acts, errors or omissions.

15. Limitation on Liability

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

16. Assignment of Rights

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by Client or CHA without the prior written consent of the other.

17. Use of Subconsultants

CHA may use independent professional associates, consultants or subcontractors in the performance of a portion of the Services.

18. Third Party Beneficiary

The Services to be performed by CHA are intended solely for the benefit of Client and no benefit is conferred on, nor any contractual relationship established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on CHA's performance of its Services hereunder. No right to assert a claim against CHA, its officers, employees, agents or consultants shall accrue to any third party as a result of this Agreement or the performance or non-performance of CHA's Services hereunder.

19. No Consequential Damages

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

20. Electronic Media

Data, words, graphical representations and drawings that are stored on electronic media such as computer disks and magnetic tape, or which are transmitted electronically, may be subject to uncontrollable alteration. Client agrees it may only justifiably rely upon the final hardcopy materials bearing the consultant's original signature and seal.

21. No Waiver

No waiver by CHA or Client of any power, right or remedy hereunder or under applicable law with respect to any event or occurrence shall prevent the subsequent exercise of such power, right or remedy with respect to any other or subsequent occurrence.

22. Severability and Reformation

Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

23. Integration & Amendments

This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement shall not be amended, modified, supplemented or rescinded in any manner except by written agreement executed by the parties.

24. Force Majeure

CHA shall not be liable for any failure to perform or delay in the performance of the Services due to circumstances beyond its control, including, but not limited to: (1) strikes, lockouts, work slowdowns or stoppages; (2) Acts of God; or (3) failure of Client to furnish information in a timely manner.

25. Collection Costs

In the event legal action is necessary to enforce the payment terms of this Agreement, CHA shall be entitled to collect from the Client any judgment or settlement sums due plus reasonable attorneys fees, court costs and other expenses incurred by CHA for such collection action.

26. Choice of Law/Jurisdiction

This Agreement shall be governed by and construed in accordance with the law of the State of New York. The parties agree that this contract was negotiated and entered into in the State of New York and the parties consent to utilize the New York federal and state courts venued in Albany.

27. Notices

Any and all notices provided for under this Agreement shall be in writing and shall be deemed to have been sufficiently given if personally delivered or if mailed, postage prepaid, by certified or return receipt requested mail addressed to the parties at the addresses set forth below:

| CHA | CLIENT |
|-------------------------------------|----------------------------------|
| CHA | Town of Schroon |
| Attn: Michael A. Platt, Esq. | Attn: Mike Marnell |
| 3 Winners Circle | 15 Leland Ave, PO Box 578 |
| Albany, NY 12205 | Schroon, NY 12870 |

Notice given by certified mail shall be deemed complete on the third business day after mailing.

28. Representations

Each party represents and warrants to the other that:

- a. It is duly organized and validly existing in the jurisdiction of its organization and has all the necessary power and authority to execute, deliver and perform this Agreement.
- b. The execution, delivery and performance of this Agreement has received all necessary partnership, corporate or other approvals, and does not conflict with any law, regulation, order, contract or instrument to which such party is bound.
- c. The individual signing on its behalf is duly authorized to execute this Agreement to legally bind such party.

Exhibit A

SCOPE OF SERVICES

Runway Rehabilitation and Safety Area Improvements

Schroon Lake Airport

Phase I: Design & Bidding

Project Description

The existing runway was reconstructed 2000 and is in need of rehabilitation, such as micro-paving, to defer the need to complete any major repairs in the pavement. The current Runway 34 safety area does not meet standards as it is not at a consistent elevation for the full 240 feet. This project will provide for a cost effective solution to providing a standard RSA at the same time as completing the runway rehabilitation. The project includes shortening the runway 160 feet to the south, through modifying the runway markings, reducing the runway length to 2,840 feet.

In 2009, the Town of Schroon commenced a program of obstruction removal and Runway Safety Area (RSA) improvements, specifically extension of the RSA to the south of Runway 34. The obstruction removal was completed in 2010. However, due to high construction costs, the RSA improvements were not included in the final plans and specifications. As such, this follow-up project will include a modification to the RSA design, to reduce the scope and cost of the project, an amendment to the Adirondack Park Agency (APA) permit, project plans, specifications, and bidding. Note that the Finding of No Significant Impact (FONSI) was previously issued for this activity. This effort will be combined with a micro-surface paving of the runway and associated remarking.

Task 1 Project Coordination

The project coordination effort will provide the following services:

- **Pre-Design Meeting & Site Inspection:** One (1) meeting will be held with representatives of the Town of Schroon to discuss the scope of the project, level of effort required for each task and other applicable issues.
- **Monthly Progress Reports and Coordination:** CHA will prepare monthly progress reports to be submitted with monthly invoices. CHA will coordinate with the Town of Schroon and all other involved agencies, as required by the project.
- **Administration:** CHA will assist the Town with federal and state grant administration and all coordination with the APA.

Task 2 APA Permitting

One pre-application meeting will be held with the APA staff to discuss the revised scope of the project and applicable modifications to the permit obtained in 2009. Based on the meeting, appropriate application forms would be completed and submitted to the agency. Within 15 days of receiving the application, the APA will respond regarding the completeness of the revised application.

CHA will prepare a revised Jurisdictional Inquiry Form (JIF) for submittal to the Adirondack Park Agency (APA) to confirm jurisdiction and permitting requirements. Based on past experience, it is anticipated that only a General Information Request (GIR) will be required. It is assumed that this project will not require a public hearing or approval of the full APA Board. It is further assumed that all documentation necessary for the permit application will be obtained from studies and reports previously prepared for the Airport improvements. No field work is included in this scope.

Task 3 Design Services

This task will include the effort to revised previous RSA design to limit to the excavation, and resurface and mark the runway. The revised design will eliminate the most significant portion of the high rock ledge, but portions of the OFA will remain non-standard.

- **Modified Design:** CHA will revised the design plans and include an overall site plan and larger scale drawings with plan views, and limited cross sections, and profiles, as necessary. Up to 10 copies of the modified design package will be distributed to the Town, FAA, NYSDOT and APA. Comments received from the review will be addressed in the final plans. CHA will attend one meeting with the Town and the agencies.

The submittal may include:

- Title Sheet
 - Legend and Schedule of Quantities
 - Site Plan and General Notes
 - Excavation Plans
 - Runway Resurfacing Plans
 - Marking Plans
 - Preliminary Cost Estimate
-
- **Final Design:** After review of the preliminary design with the Client, CHA will commence performing all required final design efforts necessary for the production of the construction contract documents. Based on previous experience with projects of this nature, it is anticipated that the following drawings and deliverables will be developed:
- Title Sheet
 - Legend and Schedule of Quantities
 - Site Plan and General Notes
 - Construction Staging Plan and Haul Routes
 - Excavation Plans
 - Runway Resurfacing Plans
 - Marking Plans
 - Maintenance and Protection of Traffic
 - Technical Specifications/Project Manual
 - Construction Cost Estimate

Upon incorporating any comments, the final design package shall include plans, specifications, estimate and the sponsor plan certification. The final construction cost estimate will be prepared. All final drawings and specifications for submission shall bear the seal and signature of a professional engineer licensed to practice in the State of New York. For bidding purposes, 15 sets of drawings and the project manual will be furnished to the Client.

- **Project Manual/Technical Specifications:** CHA will compile the project manual for the design. The manual will include:
- Front end documents supplied by the Town
 - Technical specifications developed in accordance with FAA and NYSDOT criteria
 - Bid documents for the project.

The draft technical specifications will be presented at the preliminary and final design submittal. The complete project manual will be delivered to the Client for review two weeks before the final submittal.

Task 4 Project Bidding Phase

The following items will be completed for the bidding phase, as necessary:

- Prepare all clarification and addenda required for bid documents during the bidding period. Undertake any necessary modifications to the drawings or specifications. Answer all pertinent contractor questions that are submitted in writing and are applicable to the project during an estimated three week bidding time frame. Attend and preside over a prebid conference and distribute minutes of the same. Assist the Client in securing bids, tabulating and analyzing bid results and furnishing recommendation on the award of the contract. CHA will attend the bid opening and collect copies of bids for review and analysis. Assist the Client in the preparation of formal contract documents for the award of contract.

Exhibit B

SCHEDULE

The work shall be completed during the Winter/Spring (January – July) 2014.

Exhibit C

COMPENSATION

CHA will be compensated using a cost plus fixed fee basis, with a maximum not to exceed amount of \$60,300.00. This fee provides compensation for labor, overhead, profit, and expenses and is based on the attached cost proposal.

Discussion on Change in General Municipal Law 50e

Councilwoman Phibbs would like to **table** changes in the general municipal law 50e until they have more information, seconded by Councilman Sage; carried.

Discussion on the old School House/ Church on the Corner of Hoffman and Potash Road

Councilwoman Wood stated that the old School House/ Church on the corner of Hoffman and Potash Road has a committee formed, named the “Union Meeting House Society of Loch Muller” members are Amy and Bill Van Gorp, Butch and Mary Pelkey, Steve and Edna Bowers, Franz and Mary Stewart and Meg Wood. Recently members of the society have held meetings to discuss the future of this unique feature in our community. The most pressing items at this time is the replacement of the metal roof which was damaged by a falling tree and the restoration of the front porch. Members of the society are actively engaged in the removal of the dead tree from the property and are seeking cost estimates from local craftsmen to replace the roof. Donations are accepted and we are a nonprofit entity.

Resolution #116 Approval to Appropriate money for Additional Water Meters

Councilwoman Wood moved a resolution for approval to appropriate money for additional Water Meters, seconded by Councilman Friedman; carried.

A BUDGET AMENDMENT IS NEEDED TO INCREASE APPROPRIATION SW0-960 FROM APPROPRIATED FUND BALANCE SW0-599 PER BOARD APPROVAL FOR THE PURCHASE OF ADDITIONAL WATER METERS.

| | | |
|--------------------------------------|---------|------------|
| Appropriated Fund Balance | SW0-599 | \$25000.00 |
| Appropriations | SW0-960 | \$25000.00 |
| (SW0-07-8350-400 Meters \$ 25000.00) | | |

Resolution #117 Approval of Minutes

Councilman Friedman moved a resolution to accept the May13, 2013 minutes with the acceptance of the spelling of Kodee to **Cody** in Resolution #100 and to add the word “ all” to Resolution #102 to state: **to do all crack repair**, seconded by Councilman Sage; carried.

Emergency Money for Schroon Lake Association

Supervisor Marnell stated that he had received an email from Mark Granger and the Schroon Lake Association requesting emergency fund money of up to \$2,000.00 to pay Steve LaMere to remove newly found milfoil if AIM is unable to take action to remove it. We have done this in the past but I would like to formalize this procedure and would appreciate you obtaining the Towns official agreement to this. Supervisor Marnell stated that money has not been appropriated in the Town Budget for this and the Town has a contract with AIM for milfoil removal.

Executive Session

Councilwoman Wood moved to go into Executive Session at 7:25 P.M. to discuss a regarding proposed, pending or current litigation seconded by Councilman Friedman; carried.

Councilwoman Phibbs moved to come out of Executive Session at 7:40 P.M., seconded by Councilman Sage; carried.

Councilman Sage moved to adjourn at 7:41 P.M., seconded by Councilwoman Phibbs; carried.

I, Patricia J. Savarie, do hereby certify the foregoing to be a true and correct transcript from the minutes now on file in my office and of the whole such original minutes.

Dated: June 14, 2013_____

Town Clerk

