

Regular Town Board Meeting held May 5, 2014 at 6:00 P.M. at the Town Hall

in Schroon Lake N.Y.

Present:

Town Supervisor: Michael Marnell

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

Highway Superintendent: Dana Shaughnessy

Town Clerk: Patricia Savarie

Also Present: Jay Phibbs, Albert May, Rosemarie Ritson, Michel Michelsen Lee, Anthony Ruiz, Steven Cass, Gail Simon, Linda and John Milsom, Skip and Fran Mahler, Shawn Baker, Pete and Terry Johnson, Marcia Hartnett, Dick Newell, Gary Tromblee, and Patrick Siler.

Supervisor Marnell called the meeting to order at 6:00 P.M. with a salute to the Flag.

Public Participation

Sean Baker stated he was in support of putting some new equipment in at the playground located at the beach.

Patrick Siler stated that the application for the Economic Development Funding through the consolidated funding has a new dead line of June 16, 2014. The Chamber would like to help businesses apply for these and would help them with the processes.

Resolution #99 Purchase of Trailer Mounted Trash Pump

Councilman Sage moved a resolution to purchase a Trailer Mounted Trash Pump from Siewart Equipment for \$36,000.00 to come out of the Sewer Budget, seconded by Councilman Friedman; carried.

Resolution # 100 Approval of Minutes

Councilwoman Wood moved a resolution to accept the minutes of April, 14 2014 at 6:00 P.M., as amended to say Councilman Friedman stated before we send the Resolution to the DEC, we need to know how to remove the use restrictions (on Horseshoe Pond) that are currently on the books, seconded by Councilwoman Phibbs; carried.

Resolution # 101 Audit of Claim

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

General Fund \$25,162.14 Water \$1,175.15 Highway \$17,146.83 Sewer \$5,070.98

Resolution #102 Hire Lake Stewards and Set Salary

Councilman Friedman moved a resolution to hire Lake Steward at \$9.63 an hour, seconded by Councilwoman Wood; carried.

Lake Steward for Paradox Lake

Holly Bruce , Tanner Stone and Jordan Finnerty

Lake Stewards for Schroon Lake

Grant Thatcher and Ryan Beattie

Resolution #103 Approve Water Tap for 962 US Route 9

Councilwoman Wood moved a resolution to approve a water tap for the Massimo property located at 962 US Route 9, seconded by Councilwoman Phibbs; carried.

Resolution #104 Approval of Professional Services with Clough Harbour

Councilwoman Phibbs moved a resolution to accept the agreement with CHA, seconded by Councilman Sage; carried.

CHA

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 5th day of May 2014, by and between CHA Consulting, Inc, with its principal place of business at III Winners Circle, Albany, New York 12205 (hereinafter “CHA”) and Town of Schroon, with an office located at 15 Leland Ave, Schroon Lake NY 12870 (hereinafter “Client”).

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

1. Services of CHA

(a) CHA agrees to provide the professional services described in Exhibit A (hereinafter the “Services”) attached hereto and incorporated herein with respect to **Runway Rehabilitation and Safety Area Improvements** (hereinafter the “Project”).

(b) Any activities or Services not included within the scope of the Services will be considered “Extra Services” and will require additional compensation. CHA shall not be obligated to perform Extra Services unless and until an Extra Services Authorization has been signed and fully executed by both parties.

(c) CHA is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports, and other services furnished by CHA under this Agreement. CHA shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its design, drawings, specifications, reports and other services, unless such corrective action is directly attributable to deficiencies in Client-furnished information. In the case of an omission, CHA shall be responsible only for the additional cost, if any, compared with what the cost of work would have been if it were included in the initial estimates of cost.

2. Schedule of Services

CHA shall use reasonable diligence and expediency consistent with sound professional practices 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. CHA shall be entitled to use and rely upon, without reverification, the accuracy, reliability and completeness of said records, maps and all other data provided by Client or its employees, agents, officers, or consultants in conjunction with CHA’s performance of the Services. 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) Client shall reimburse CHA for any application and/or permit fees paid for securing approval of authorities having jurisdiction over the Project.

(c) 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. If Client contests an invoice, Client may withhold only the contested portion and must timely pay the undisputed portion.

(d) In the event that Client disputes any portion of an invoice submitted by CHA, Client shall notify CHA within fourteen (14) days of the invoice date, identify the cause of the disagreement, and timely pay any amounts not in dispute. The parties agree to use their best efforts to resolve the dispute within thirty (30) days of Client's notice to CHA. Client's failure to dispute an invoice within fourteen (14) days of the invoice date shall be deemed a waiver of all claims pertaining to that invoice.

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.

(c) Notwithstanding the foregoing, this Agreement shall not terminate for cause if the party in default begins to correct its substantial failure to perform within seven (7) days of receipt of written notice of said substantial failure. Following commencement of the cure, the party in default shall diligently continue to cure within thirty (30) days of the receipt of written notice.

6. Suspension

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.

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. Designated Representative

Both parties shall designate specific individuals to act as their respective representatives for this Project. Such individuals shall have authority to transmit instructions, receive information and render decisions relative to the Project on behalf of each respective party.

11. 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 of merchantability and fitness for a particular purpose, not specified herein.

12. Jobsite Safety

Neither the professional activities of CHA, nor the presence of CHA or their employees 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.

13. 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.

14. 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) commercial general 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.

(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.

15. Indemnification

(a) CHA shall indemnify and hold harmless Client, its officers, directors, shareholders, partners, agents and employees from and against those damages and costs (including reasonable attorney's fees) that Client is legally obligated to pay as a result of a third party claim concerning the death or bodily injury to any person or the destruction or damage to any property, but only to the extent caused by the negligent act, error or omission of CHA subject to any limitations of liability contained in this Agreement. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

(b) Client shall indemnify and hold harmless CHA, its officers, directors, shareholders, partners, agents and employees from and against those damages and costs (including reasonable attorney's fees) that CHA is legally obligated to pay as a result of a third party claim concerning the death or bodily injury to any person or the destruction or damage to any property, but only to the extent caused by the negligent act, error or omission of Client.

16. Limitation on Liability

The total liability of CHA and its partners, officers, directors, shareholders, 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.

17. 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.

18. Use of Subconsultants

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

19. 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.

20. Waiver of 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 contract, 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.

21. Mediation

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. Choice of Law/Jurisdiction

This Agreement shall be governed by and construed in accordance with the law of the state where the project is located.

28. No Personal Liability

Notwithstanding any other provision of this Agreement to the contrary, CHA's officers, directors, shareholders, partners, employees, or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to CHA's performance or non-performance of the Agreement. Client will look solely to CHA for its remedy for any claim arising out of or related to this Agreement.

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

30. 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.

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

Exhibit A
SCOPE OF WORK

**Runway Rehabilitation and Safety Area Improvements
Schroon Lake Airport
Design & Bidding**

PROJECT DESCRIPTION

The existing runway was reconstructed 2000 and is in need of rehabilitation, such as micro-paving or overlay, 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. No new pavement, construction area, or impervious surface is included in the project.

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 cost-effective resurfacing 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 coordination with the APA.

Task 2 APA Permitting

One pre-application meeting (or telecom if appropriate) 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 shorting of the existing runway and resurface and mark the runway. The revised design will provide a standard RSA on the south end of the runway, but portions of the OFA with 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
 - 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
- 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 bidding phase will be managed by the Town, including advertisements, hosting a pre-bid meeting, publishing addendum, bid opening, associated documentation, etc. The Town will provide effort as a Force Account effort for the design process. CHA will assist the Town as follows:

- Prepare clarification, modifications to the drawings or specifications, for the Town to issues any addenda required.
- Answer all pertinent contractor questions that are submitted in writing to the Town and are applicable to the project during an estimated three week bidding time frame.
- Attend a pre-bid conference and review minutes.
- Assist the Client in tabulating and analyzing bid results and furnishing recommendation of the award.

Exhibit B

The estimate project schedule will commence on May 1, 2014, and continue through September 2014. Bidding is anticipated in August.

Exhibit C

CHA proposes to provide the attached Scope of Work on a lump sum basis with a not-to-exceed amount of \$60,300. The fee will be billed monthly based on the actual percent of work completed during that period.

Resolution #105 Replacement of Highway Truck

Councilman Sage moved a resolution to go to NY State Contract to replace the 2002

International Dump Truck w/ Plow MDL 26S/N 1HTGLAET72H556487 which was deemed a total loss, coverage limit for replacement is \$175,000.00, if we retain the equipment for salvage \$15,900.00 it will be deducted from the settlement figure, seconded by Councilman Friedman; carried.

Discussion on Memorandum from Mark Schachner Regarding Time Warner

Supervisor Marnell stated that Mark Schachner sent a memorandum discussing the Time Warner Cable Franchise Renewal Application:

We have reviewed Time Warner Cable's proposal dated March 25th for renewal of their cable franchise and the proposed franchise agreement. The proposal letter indicates that TWC previously informed you of its intention to renew its franchise in accordance with "Section 626h of the Cable Act". We believe that this is a typographical error and the intention was to state that TWC provided previous notification pursuant to Section 546 (h) of the Cable Act. We have analyzed TWC's renewal proposal accordingly. TWC's renewal proposal and agreement generally appear to be in order and comply with State and Federal regulatory requirements. However, we have the following recommendations and comments related to the proposed agreement:

- 1) Section 5.2 should specify that PEG access shall comply with at least the minimum standards required by 16 NYCRR Section 895.4.
- 2) Section 9 states that no franchise fee payments will be required.
- 3) Section 12 permits TWC to transfer the franchise upon 60 days' notice to the Town, but Town approval is not required for any transfer.
- 4) We recommend removal of the last sentence of Paragraph 14.1 which says that, if there is conflict between Town law and the franchise agreement, then the franchise agreement shall govern.

The Town must hold a Public Hearing on notice before the Town Board may grant or deny the renewal proposal. Notice of the Public Hearing must specify that the renewal proposal is available for public inspection in the Town Clerk's Office prior to the Public Hearing. If the Town Board determines to grant the franchise agreement renewal, the agreement will not be effective until the New York State Public Service Commission approves it.

Finally, we had previously provided you with advice and input regarding Slic Network Solutions' application for a cable franchise in Town. We are not aware that the Town has made a determination on the granting of that franchise. Nonetheless, we want to remind you that, if there are two cable franchises granted by the Town, there must be a "level playing field" for both. This means that the terms of the franchise agreement, taken as a whole, cannot place greater or lesser burdens on one franchisee in comparison to an agreement with another franchisee.

Councilman Friedman stated that there would have to be many changes and that he will get the changes to the Board members to look over before going forward with the franchise agreement.

Resolution #106 Hire Golf Course Laborers and Club House Attendants

Councilwoman Phibbs moved a resolution to hire Golf Course Laborers and Club House Attendants, seconded by Councilman Friedman; carried.

Golf Course

Jamie Veitch Superintendent \$16.30/hour
John Swinton Laborer \$11.55/ hour
Ethan Tyrrell Laborer \$11.55/hour
Jessie Shaughnessy Student Trainee \$9.33/hour
Eric Paradis Student Trainee \$9.33/hour

Club House

Mark Whitney Club House Attendant \$9.33/hour (10 – 12 hours a week)
Robert Fish Club House Attendant \$9.33/hour (10 – 12 hours a week)
Lisa Howard Club House Attendant \$9.33/hour (40 hours a week)
There are 10 – 20 additional hours per week from the end of June to Labor Day that will need coverage.

Resolution #107 Retainer to SD Atelier

Councilman Sage moved a resolution to pay SD Atelier a \$500.00 retainer to do a schematic design for the proposed space needs in the amount of \$3,600.00, seconded by Councilman Friedman; carried.

Discussion on Playground Equipment at Town Beach

Supervisor Marnell stated that the Chamber had received a grant for \$5,000.00 for playground equipment and they would be replacing the spring riding equipment with something else. Supervisor Marnell has looked into purchasing a big boat from Garden Time which includes a 10' slide, ladder, ships wheel, fireman's pole and trapeze bar and wants to stay within the area that is there and not get any bigger. The Board agreed that they do not want to expand the area and is in full support of the idea. They would like to see first what the Chamber has for a design before making any decisions and will go look at the sight to see how much room there is to work with. The Insurance Company needs to be informed as to what is going in there. The Chamber would like to see new swings, a slide and climbing rock.

Golf Course Opening May 17th and Town Beach June 21st

Resolution # 108 Resignation of Larry Phillips from Planning Board

Councilwoman Wood moved a resolution with regret to accept Larry Phillips resignation from the Planning Board, seconded by Councilwoman Phibbs; carried.

Resolution #109 Advertise for Planning Board Member

Councilwoman Phibbs moved a resolution to advertise for a Planning Board member, seconded by Councilman Sage; carried.

Resolution #110 Ban Renewal on the Starbuckville Dam for 2.15%

Councilman Sage moved a resolution to accept the Ban Renewal on the Starbuckville Dam for 2.15% interest rate and balance of \$169,276.29, seconded by Councilwoman Phibbs; carried.

Board Comments

Supervisor Marnell stated that the paving of Route 9 will not begin until July. Supervisor Marnell would like to thank David and Ginny Campbell and Julie Sawyer for volunteering their time to clean out the flower beds in front of Town Hall and also Lorraine Altman and the Beautification Committee for all of their time ordering and planting all the flowers in town. Nancy Harste will be retiring this year from the Beautification Committee as a volunteer and the Board would like to thank her for her time and services. Supervisor Marnell stated that the Clubhouse would like to purchase a

camera, in the amount of \$788.00, so that they can see the first hole. The Board stated that they need to have the Rangers taking care of that, if there is a problem.

Councilwoman Phibbs would like to thank the Highway Garage for the clean up after this last storm.

Councilman Sage would like to inform the public that the Veterans will be having their service on Monday, May 26, 2014 at the Town Park by the Veterans Memorial at 10:00 A.M. And would be needing chairs and microphone. In North Hudson the service will be at 11:00 A.M. the same day.

Councilwoman Wood would like to be excused for the July meeting.

Councilman Friedman stated that he would like to get feed back from the Board on putting together a Town Comprehensive Plan. Councilman Friedman stated for the Town to get funding from grants they need something in place for a Comprehensive Plan. He stated that the LA Group or the Essex County Planning Board could help write a grant to develop a Comprehensive Plan for the Town. Supervisor Marnell stated that he will contact the Essex County Planning Board and get something in writing as to the steps we need to take.

Public Participation

Patrick Siler stated that he would be happy to take over the scheduling of the Boathouse events. Supervisor Marnell stated that he talked to Chris Stone about the matter and that she will continue to do it since it is owned by the Town of Schroom.

Councilwoman Wood moved to adjourn at 7:38 P.M., seconded by Councilman Sage; 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: May 9, 2014

Town Clerk