

**Town Board Meeting held April 9, 2018 at 6:00 P.M. at the Town Hall in Schroon Lake N.Y.**

**Present:**

**Town Supervisor:** Michael Marnell

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

**Town Clerk:** Patricia Savarie

**Also Present:** Albert May, Skip and Fran Mahler, Ethan Thompson, Loris

Clark, Deborah and Scott Chadbourne

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

**Public Participation**

Scott Chadbourne stated he was a resident that lives down at Mountainside Lane that has no broadband. There are about 20 – 25 homes affected between Mountainside Lane, Route 9, Pottersville Road and Vanderwalker Road that don't have the broadband service. The state says we are going to be covered by Hughes net, which is a satellite internet. I'm a Hughes Net customer and it does not qualify for broadband, based on the speed. I really don't think the option the state has picked is going to work. There are houses on our street and Route 9 that can't see the satellite from their house. I have talked to Allison Bates who is on the state Broadband Committee and she says just wait and let us roll out and I said why don't you do a test run project on our street to see if it works, she said it was a good idea but lets just wait. I'm not sure how it can work where we are. I would like the Town to write a letter to her so I have a little more weight behind me and ask her to help us so we can be a test run in our area. Spectrum has a franchise agreement with our town and they provide internet and cable and they are looking to renegotiate the agreement and what I would like to see the Town do is to tell them we will sign but you will have to hook up the homes left in the area to internet. Scott Chadbourne stated it is interesting that Spectrum has their cable on Route 9 at J and L Automotive and at the Paradox Brewery and through the woods it is only 300 – 400 feet from our house and when I called they said it would be \$41,000.00 to hook up and run a cable less then ½ mile. I think we should hold back on this agreement maybe we can get them to hook us up. I would like the Town to look at the agreement and refuse to sign until we all have internet. Councilman Sage stated that he had sent a letter to the Attorney Generals office on the matter and asked them to investigate it. Councilman Friedman stated that if SLIC had not had to spend so much money on poles from National grid they may have had enough money to hook you all up but National grid charged \$8,000.00 per pole. We need to continue to make noise because if Hughes Net is not going to be a solution, it would be nice to have the ability to give it a try and see if we can negotiate this with Spectrum. If we can prove that Hughes Net is not going to work down there we

may have more leverage.

**Resolution #93 Approval of Minutes**

Councilman Friedman moved a resolution to approve the minutes for the Public Hearing held March 12, 2018 at 5:45 P.M. and the Regular Board Meeting held March 12, 2018 at 6:00 P.M. seconded by Councilwoman Wood; carried.

**Resolution #94 Audit of Claim**

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

General Fund \$ 39,103.58 Sewer \$26,321.70 Water \$3,452.50 Highway \$35,838.75  
RLF \$ 654.83 Town Hall Project \$92,182.18

**Resolution #95 Transfer Lance Gould from Highway to Parks**

Councilwoman Wood moved a resolution to transfer Lance Gould from Highway to Parks at \$19.98 an hour effective April 18, 2018, seconded by Councilman Sage; carried.

**Resolution #96 Award Bids for Hockey Rink**

Councilman Sage moved a resolution to award the bids for the Hockey Rink contingent on Sunshine Jenkins approval, seconded by Councilman Friedman; carried.

**Quality Hardware and Lumber** for Materials for Roof \$44,099.11

**AJ Catalfamo Construction Co.**

Labor for Construction of Roof Concrete Piers \$67,800.00

Materials and Labor for Concrete Floor \$31,500.00

**Resolution #97 for the Solomon Northup Legacy Partner Cities Union**

The Solomon Northup Legacy Partner Cities Union Resolution was moved and passed unanimously; carried.

**THE SOLOMON NORTHUP LEGACY PARTNER CITIES UNION**

**WHEREAS**, Solomon Northup was born a free-citizen on July 10, 1807 in Schroon, Essex County, New York to Mintus and Susanna; and

**WHEREAS**, from 1808 to 1816, a young Solomon Northup was raised by his parents and educated while living in Hebron, Washington County, New York, as they worked on homesteads of the slaver families Clark Northup and John Holmes Northup; and

**WHEREAS**, in 1816, parents Mintus and Susanna removed to Kingsbury and in 1818, then removed to Fort Edward, Washington County, New York to raise young Solomon Northup and his brother Joseph; and

**WHEREAS**, on December 25, 1828, Solomon Northup married Anne Hampton of Sandy Hill and lived at Old Fort House in Fort Edward for nearly two years; and

**WHEREAS**, from Spring 1830 to 1834, Solomon and Anne Northup moved to Kingsbury, Washington County, New York, where they lived on a farm and raised their daughters Elizabeth and Margaret; and

**WHEREAS**, in 1834 to 1841, for nearly seven years, Solomon and Anne Northup removed to and worked in Saratoga Springs, Saratoga County, New York, becoming parents to their third child, Alonzo; and

**WHEREAS**, in late March 1841, having met his captors Brown & Hamilton at the Eagle Tavern in Saratoga Springs, Solomon agreeably departed with them for work in a circus at New York City and then

traveled onward to Washington City where he would be sold into slavery in early April 1841; and **WHEREAS**, on January 4, 1853, after nearly twelve years, Solomon regained his freedom from slavery in Louisiana, and returned to his family on January 22 at Glens Falls, Warren County, New York; and **WHEREAS**, on July 15, 1853, after nearly six months upon return to New York, and Solomon having recounted his recollections of slave life on the plantations of Louisiana to editor David Wilson of Hebron, NY, penned the slave narrative *Twelve Years A Slave* published by the firm Derby & Miller at Auburn, Cayuga County, New York, and the book having sold more than 17,000 copies in the first five months of publication; and

**WHEREAS**, after having visited the State of Vermont after Emancipation Proclamation in 1863, Solomon's whereabouts thereafter remains unknown, and his death having been memorialized at Baker Cemetery, Hudson Falls, Washington County, New York, in 2014, where he wished to rest beside his father;

**NOW THEREFORE BE IT RESOLVED** that the municipalities of Schroon, Essex County, NY; Hebron, Washington County, NY; Kingsbury, Washington County, NY; Fort Edward, Washington County, NY; Saratoga Springs, Saratoga County, NY; Glens Falls, Warren County, NY; Auburn, Cayuga County, NY; and Hudson Falls, Washington County, NY, forever be united as Partner Cities to commemorate and celebrate the life and legacy of Solomon Northup and work in unison as set forth by the mutually agreed Letter of Agreement, toward the establishment of a future New York Northup Trail.

### **Resolution #98 Approve Water Tap for Linda Court for Scott Kinne**

Councilman Friedman moved a resolution to approve a water tap for tax map# 147.9-2-19.000

Linda Court, belonging to Scott Kinne, seconded by Councilwoman Wood; carried.

### **Resolution #99 Approve Inter-municipal Agreement Schroon Lake Milfoil Management**

Councilman Sage moved a resolution to accept the Inter-municipal Agreement (Schroon Lake Milfoil Management) and provide \$12,838.17 in funding, seconded by Councilman Friedman; carried.

Warren County SWCD  
394 Schroon River Road Warrensburg NY 12885  
518.623.3119 (phone), 518.623.3519(fax)

#### **Inter-municipal Agreement (Schroon Lake Milfoil Management)**

The following Inter-Municipal Agreement (IMA) Defines the responsibilities of both parties as agreed to between the Municipality of **the Town of Schroon** thereafter referred to as the "Municipality" and the **Warren County Soil and Water Conservation District** hereafter referred to as the "District". This Agreement will be in effect immediately upon execution of signatures from both parties. This agreement is for Services provided by the "District" to the "Municipality" for the following items:

The Agreement is as follows:

#### **For the period of Date: March 31, 2018 to Date: March 31 2019, the District agrees to:**

1. Provide project oversight and management on behalf of the Town of Horicon in regards to Aquatic Invasive Species (AIS) management and control program in Schroon Lake ("project").
2. The District will:
  - a. Obtain necessary permits of the Adirondack Park Agency (APA) permit in regards to hand harvesting of AIS in Brant Lake as a component of the project;
  - b. Obtain through a request for proposal process as approved by the Municipality the professional services of a qualified AIS contractor for the purposes of conducting a mapping and hand harvesting program as a component of the project.
  - c. Conduct work inspections following the AIS contractor to ensure that work completed is satisfactory and that APA permit guidelines are followed.
  - d. Fulfill reporting requirements of the APA permit.

#### **The Municipality agrees to:**

1. Provide \$12,838.17 in funding, prior to initiation of harvesting program as component of the project.
2. Authorize and enter all necessary contracts for the program.
3. Designate a contact person acting as an authorized representative for the Municipality that will execute all permit applications, contracts and handle all correspondence regarding the projects.
  - Provide assistance as requested by the District for permit applications, contract development and

administration of the program.

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**Both parties do hereby agree to the following conditions:**

1. This agreement may be modified, amended or extended only upon the mutual written agreement of both parties.
2. This agreement may be terminated at any time during the term of this agreement by either party upon thirty (30) days written notice to the other party.
3. Each party shall comply with all federal, state and local laws, rules and regulations applicable to the activities proposed under this agreement.
4. Each party shall maintain adequate liability insurance, to include but not be limited to (\$1,000,000.00) in insurance, with each party insuring the other as coinsured. Each party shall maintain workers' compensation and disability insurance in accordance with New York State Law.

There shall be no assignment or subcontracting of the services to be provided under this agreement without the written consent of the other party.

**Resolution #100 Approve Training for Dave Clark Annual Training Workshop**

Councilwoman Phibbs moved a resolution approving Dave Clark to attend the New York Rural Water Association 39<sup>th</sup> Annual Technical Training Workshop to be held May 21 – 23, 2018, seconded by Councilwoman Wood; carried.

**Resolution #101 Highway Superintendent Request To Pay Off Loader**

Councilman Sage moved a resolution to pay off the loader at the Highway Department in the amount of \$85,316.84 to come out of the Highway Fund Balance, seconded by Councilwoman Phibbs; carried.

**Sign the Post Closure Monitoring Agreement**

Councilman Friedman made a motion to Table the agreement with the Post Closure Monitoring until they have more information on how much longer they will have to do this, seconded by Councilwoman Wood; carried.

**Memorandum from Sewer Department in Reference to Rate Increase**

To: Schroon Lake Town Council and Budget Director

From: Schroon Lake Wastewater Treatment Plant, Jim Roblee

RE: Collection and treatment system costs and user fees

**Collection and Treatment System Costs**

Schroon Lake's municipal waste water collection and treatment system is a 12-million-dollar entity overall. The collection system is made up of +/- 5 miles of gravity lines, 1.2 miles of forced mainlines, four pump stations and +/- 150 manholes. Collection system assets are between 1 and 83 years old, with the largest portion being 44 years old. The life expectancy of most of the piping is 50 – 100 years in a best case scenario.

The Treatment plant underwent major upgrades in 2007 and 2010. Life cycles of the various pieces of equipment vary based on the type, quality, and application being used. Currently we're in a situation where the equipment in the plant will all need some level of rebuilding or replacement in the next 5 to 10 years as it ages. Some items of concern and their replacement costs include:

- 23 pumps of various size and type - \$400 to \$20,000 each
- 30 electric motors of various size and voltage - \$500 to \$3500 each
- 5 blowers for the aeration system - \$19,000 each
- Diffuser membranes for the aeration tanks (5 year lifespan) - \$10,000 plus 24-32 manhours labor

- UV bulbs and ballasts for effluent disinfection (1.5 year lifespan) - \$13,000 plus 8-12 manhours labor using 2016 prices

The plant also has one stair screen, a grit classifier, sludge press, sand filter, chemical pumps for phosphorus removal, 4 aeration tanks, 2 digester tanks, 2 clarifiers, 5 separate buildings, one jetter, 6 generators, and 2 trash pumps to maintain.

The largest costs to date, other than line repairs, have been electronics associated with controlling the plant machinery and processes. Repairs and replacement of VFD's (variable frequency drives) and computer systems, including updates to software programs and contracts, have been the primary source of the electronics costs. To date we have had one major computer upgrade and are in the process of our second one. We also have had to replace 12 of the 19 VFD's. VFD's are used to increase energy efficiency and better control our treatment process in order to meet SPDES (state pollutant discharge elimination system) permits. These SPDES permits are fairly strict given the fact that we are discharging effluent into AA trout waters (Schroon Lake).

### **Current Sewer Use Rates**

Sewer use rates have not increased in 9 years after the raises of 2006 through 2009 that averaged 23%/unit/year and brought us to the current yearly rate of \$664 per unit. These raises were necessary to pay for the state mandated upgrades that were done in 2007 and 2010. The scheduled work in these last two upgrades was not entirely completed due to high costs. The equipment installed during these upgrades is reaching the mid-point of its life expectancy and operation and maintenance costs will increase during the next 5-7 years. Our projected budget for 2018 is \$531,360, which means we have a deficit of \$229 per unit to meet. In addition to this budget we added on a new debt of approximately \$300,000 for the project to repair the forced mains and valving under the bridge on main street.

During the 2013 budget meeting these costs were discussed along with my plans to retire. In short, a five year plan was developed with the cost numbers coming from a 15 year plan that had been previously completed in 2011. The worst case scenario for this plan would require us to raise rates by \$566 per unit resulting in a total cost of \$1230/unit/year by 2018.

### **Future Costs 2019-2024**

Several different needs will add to our costs over the next 5 years including:

- Increases in operation and maintenance costs due to inflation and aging equipment
- Possible capital improvements to meet new requirements by NYSDEC to meet permits
- Hiring and training another operator - approx. \$130,000 till they are licensed
- Removing and replacing four services in Rogers Brook
- Developing an emergency back up for our aeration system
- Adding another stair screen to improve process control and effluent quality – \$140,000
- Line repairs and replacement that were not completed in previous projects
- Additional operation and maintenance costs from other town projects and improvements
- Costs associated with ordinance issues, particularly grease and oil
- Installing a grease and oil separator at the head of the plant

While all of these costs may not be required in the next 5 years, a best case scenario would require us to at least hire another operator, replace the service lines in Rogers Brook, face higher operation and maintenance costs, and deal with other costs associated with emergency plans.

### **Purposed Rate Structure**

The current user fee is \$664/unit/year. Our current budget of \$531,360 requires a rate of \$893/unit/year based on the 595 units that are hooked into the collection system. To meet our current and future costs we propose the following rate structure that spreads the actual costs of running our collection system and plant more equitably. Basically, the users connected to parts of the collection system that require pumping sewage through one of our 4 pump stations would have an additional maintenance fee added to their charge to help recover some of the additional costs of having these locations hooked up. The purposed maintenance fees are based on our records of operating and maintaining the pump stations over the last 20 to 30 years. Starting in 2019 the rate structure would be as follows:

1. Gravity collection system – 276.5 units, \$954/unit/year, no additional maintenance fee
2. Horseshoe Pond Brook Pump Station - 124 units, \$80 maintenance fee with 6% increases in the total rate annually through 2023.  
 2019: \$954 + \$80 = \$1034/unit/year  
 2020: \$1096/unit/year  
 2021: \$1162/unit/year  
 2022: \$1232/unit/year  
 2023: \$1306/unit/year
3. Dock Street Pump Station - 23 units, \$13 maintenance fee with 6% increases in the total rate annually through 2023  
 2019: \$954 + \$13 = \$967/unit/year

- 2020: \$1025/unit/year  
 2021: \$1087/unit/year  
 2022: \$1152/unit/year  
 2023: \$1221/unit/year
4. Rogers Brook Pump Station – 161 units, \$20 maintenance fee with 6% increases in the total rate annually through 2023  
 2019: \$954 + \$20 = \$974/unit/year  
 2020: \$1032/unit/year  
 2021: \$1094/unit/year  
 2022: \$1160/unit/year  
 2023: \$1230/unit/year
5. Tannery Brook Pump Station – 10.5 units, \$13 maintenance fee with %6 increases in the total rate annually through 2023  
 2019: \$954 + \$13 = \$967/unit/year  
 2020: \$1025/unit/year  
 2021: \$1087/unit/year  
 2022: \$1152/unit/year  
 2023: \$1221/unit/year

This rate structure would result in a revenue of \$581,205 from the 595 units in the collection system for 2019. This amount gradually increases to \$664,658 by the year 2023. If a flat rate without any maintenance fees is used instead of the structure purposed above, per unit fees would have to be \$977 in 2019 and increase to \$1117 by 2023 to generate the same amount of revenue. The other way to raise revenue would be to add more units to the collection system. If the current rate of \$664 per unit is kept, we would have to add 406 units to the system to reach our projected costs for 2023 (\$664,658).

**Request from Mr. Slaterpryce in reference to Water Leak**

Councilwoman Wood made a motion to Table the request from Mr. Slaterpryce in reference to a water leak until they can talk to Dave Clark and get more information on usage, seconded by Councilman Sage; carried.

**Resolution #102 Transfer JCAP Grant Money to Town Hall Project**

Councilwoman Phibbs moved a resolution to transfer the JCAP Grant money in the amount of \$28,000.00 to the Town Hall Project, seconded by Councilwoman Wood; carried.

**Resolution #103 Request from the John Milsom Family**

Councilman Friedman moved a resolution for a request from the John Milsom family to erect a memorial in his honor, at the Schroon Lake Golf Course, with a cupola to be attached atop the newly constructed maintenance building, the family assumes all cost and to procure and fasten the cupola, seconded by Councilman Sage; carried.

**Resolution #104 Fireworks for 4<sup>th</sup> of July**

Councilwoman Phibbs moved a resolution to spend \$7,500.00 on 4<sup>th</sup> of July Fireworks, seconded by Councilman Sage; carried.

**Withhold \$15,000.00 for payment to Bass Hatfield**

Supervisor Marnell stated that they need to withhold \$15,000.00 for payment to Bass Hatfield until the floor in the Library is replaced and done correctly, on the recommendations of S.D. Atelier.

**Sidewalks**

Dana Shaughnessy, Highway Superintendent, stated he would like to go down Fowler Street replacing the sidewalk with blacktop, the board agreed to allow him to do 100 feet of it to see how it will work out. He would also like to do the same across from the Liquor store the board would like to keep that portion concrete the same as it is right now. The board would also like him to look into doing Main Street sidewalks as they are in bad shape.

Councilman Sage moved to adjourn at 7:25 P.M., seconded by Councilwoman Wood; 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: April 11, 2018 \_\_\_\_\_

Town Clerk