



TOWN OF NORTH ELBA

AGENDA

TUESDAY, DECEMBER 11, 2012

7:00 PM Regular Board Meeting

1. Call Meeting to Order
2. Pledge of Allegiance
3. Approve Agenda
4. Approve Minutes November 13, 2012 Board Meeting.
5. Persons Present Opportunity to Speak
6. Old Business:
 - a. Balsams Lift Station
 - b. Rec. Trail – Phase 1 – Re-Evaluation Statement
7. New Business:
 - a. Change in title Highway Employee
 - b. Resolution Transfer Station Rate Change
 - c. Funding for Employee Health Saving Acct.
 - d. Advance funding Employer share of deductible
 - e. Budget Amendments
 - f. Municipal Engineer Consulting Agreement
 - g. Liability and Commercial Coverage bids
8. Committee Reports:
9. Town Attorney Reports
10. Essex County Update
11. Approve Audits as per Audit #'s
12. Executive Session
13. Adjournment

REEVALUATION STATEMENT

Lake Placid to Saranac Lake Recreational Trail Phase I
Trail Construction Project
Town of North Elba, Essex County
P.I.N. 1756.24

As a result of the lapse of more than five (5) years since the granting of Design Approval in October 2007, it has become necessary to reevaluate the project as written in the February 2007 Design Report. This reevaluation statement examined the current proposed project and any changes which have occurred since that time.

This reevaluation has been done in close coordination between New York State Department of Transportation (NYSDOT) and U.S. Department of Transportation Federal Highway Administration (FHWA) and in accordance with FHWA 23 CFR 771.129 Reevaluation, SEQR 17 NYCRR Part 15 Regulations, and NYSDOT Project Development Manual (PDM), Appendix 11. Based on this reevaluation, it is concluded that the original Design Report dated February 2007 and NEPA Class II evaluation was appropriate. The project qualifies for a Categorical Exclusion based on the responses to questions in the NEPA Checklist. Based on this reevaluation, it is concluded that the Lake Placid to Saranac Lake Recreational Trail Project (Phase I) would not be substantially different from the selected Alternative in the February 2007 Design Report and that it would not result in any new significant adverse impacts requiring new mitigation measures. Furthermore, the environmental analysis in the Design Report (DR) is still valid, up-to-date and complete. Therefore, the 2007 DR is still valid.

Design Report Approval Date

October 2007

Date

Robert Davies, District Engineer
Federal Highway Administration

Date

Robert Politi, Supervisor
Town of North Elba

MUNICIPAL CONSULTING AGREEMENT

between

TOWN OF NORTH ELBA, NY

and

IVAN ZDRAHAL ASSOCIATES, PLLC

This **AGREEMENT**, made this _____ day of _____, 2012 by and between the **TOWN OF NORTH ELBA**, (hereinafter "TOWN") and **IVAN ZDRAHAL ASSOCIATES, PLLC**, a professional limited liability company, with offices located at 12 Morningside Drive, Lake Placid, NY 12946 and 959 Route 146, Clifton Park, NY 12065, County of Saratoga, in the State of New York (hereinafter "CONSULTANT");

WITNESSETH:

WHEREAS, the CONSULTANT has offered to provide professional consulting services to the TOWN, and,

WHEREAS, the TOWN has accepted the offer of the CONSULTANT for such professional services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE I - SERVICES TO BE PERFORMED

The CONSULTANT shall perform the professional services hereinafter set forth under the Article II entitled "SCOPE OF WORK" during the period commencing on _____, 2012, and continuing until the termination of this AGREEMENT in accordance with Article V, or until _____. However, no work shall be performed under this AGREEMENT except as authorized by the TOWN Board or their designee(s).

ARTICLE II - SCOPE OF WORK

During the period of this AGREEMENT, the CONSULTANT, upon authorization from appropriate TOWN officials and employees, agrees to:

1. Advise and consult with TOWN officials on TOWN engineering and planning matters;
2. Review submitted subdivision and site plan applications as requested and prepare written recommendations thereon for the TOWN Planning Board;
3. Make necessary field inspections in connection with TOWN engineering plans, and submitted subdivision and site plans. Make field inspections during construction;

4. Render general consulting services including attendance at meetings of the TOWN Board or other Agencies of the TOWN;
5. Assist the TOWN with preparation and administration of grant applications and programs for state and federal programs.
6. Assist the TOWN with economic development and revitalization initiatives including infrastructure studies, or other feasibility plans and studies.
7. Assist the TOWN with developing, updating or implementing a Geographic Information System (GIS).
8. Assist the TOWN with compliance with the State Environmental Quality Review (SEQR) including preparation or review of Environmental Impacts Statements (EIS), and Environmental Assessment Forms (EAF).
9. Assist the TOWN with the expansion or upgrade of its municipal infrastructure, which may include the following:
 - a. Identification of possible funding sources including state and federal grant and loan programs to pay for infrastructure improvements.
 - b. Preparation of Capital Improvement Plans (CIP).
 - c. Preparation of traffic impact and feasibility studies and design and construction of new roads and highways.
 - d. Improvements to the stormwater management.
10. Assist the TOWN with the programming design and construction of new open space areas and recreational amenities including multi-use trails, parks, athletic fields, and other recreational facilities.

ARTICLE III – AVAILABLE DATA

Upon reasonable request, all available data in possession of or under the control of the TOWN will be made available to CONSULTANT.

ARTICLE IV – COOPERATION

The CONSULTANT shall cooperate with representatives and employees of the TOWN to the end that work may proceed expeditiously and economically.

ARTICLE V – TERMINATION OF AGREEMENT

The TOWN shall have the right at any time to terminate the work required of the CONSULTANT by this AGREEMENT by written notice of such termination provided to the CONSULTANT by the TOWN. In the event of such termination of this AGREEMENT, the CONSULTANT shall be entitled to compensation for all work theretofore authorized and performed, pursuant to this AGREEMENT, such compensation to be in accordance with Article VI of this AGREEMENT.

ARTICLE VI – FEES

In consideration of the terms and obligations of this AGREEMENT, the TOWN agrees to pay and the CONSULTANT agrees to accept, as full compensation for all services rendered under this AGREEMENT, fees and reimbursements determined according to the following:

1. Work will be performed on a time and materials basis in accordance with the attached Schedule of Technical Fees.
2. Subcontract expenses shall be reimbursed to CONSULTANT at direct cost. These expenses may include: services of specialized consultants, test borings, special laboratory charges, etc.
3. Out-of-pocket expenses at cost, including but not limited to courier services; regulatory authority application and/or review fees; travel/mileage; etc.

**SCHEDULE OF TECHNICAL FEES
IVAN ZDRAHAL ASSOCIATES, PLLC**

1. PRINCIPAL	\$85.00/Hour
2. PROJECT ENGINEER	\$65.00/Hour
3. LANDSCAPE ARCHITECT	\$65.00/Hour
4. ENGINEER	\$65.00/Hour
5. ENGINEERING TECHNICIAN	\$45.00/Hour
6. CLERICAL	\$35.00/Hour

All of the quoted hourly rates are portal to portal and shall remain firm through December 31, 2013. Thereafter, the rates shall be subject to reasonable increases to reflect increased costs and expenses by the Engineer.

RATES FOR REIMBURSABLE EXPENSES

PRINTING

Paper Prints

Per Invoice

Mylar Copies and/or Presentation Prints

Per Invoice

PHOTOCOPYING

Per Invoice

REPORT AND SPECIFICATION BINDINGS

Per Invoice

COURIER SERVICE/EXPRESS MAIL

Per Invoice

MECHANICAL EQUIPMENT FOR SOIL TEST PIT EXCAVATIONS

Per Invoice

SUBCONSULTANTS

Per Invoice

ARTICLE VII – METHOD OF PAYMENT

Invoices for services rendered for the period ending the 27th of each month will be submitted monthly to the TOWN for payment. Engineering services will be charged at the applicable hourly rate for the various categories of personnel as set forth in the Schedule of Technical Fees on Page 3 of this proposal together with all costs for authorized Subconsultant services, mileage, reproduction services, and/or expenses paid to third parties which will be referred to as “Disbursements”. Payment for services shall be within 30 days from the invoice date.

ARTICLE VIII – EXTRA WORK

If the CONSULTANT reasonably believes that any work the CONSULTANT has been directed to perform is beyond the scope of this AGREEMENT and constitutes Extra Work, the CONSULTANT shall notify the TOWN within five (5) business days of receiving such direction. The CONSULTANT shall not perform Extra Work without the TOWN’s Express Authorization.

ARTICLE IX – ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the CONSULTANT to document all costs incurred and invoiced to the TOWN. These records shall be available for audit by the TOWN for a period of three years.

ARTICLE X - WORKER’S COMPENSATION

This AGREEMENT shall be void and of no effect unless the CONSULTANT shall secure worker’s compensation insurance for the benefit of, and keep insured during the life of said AGREEMENT, such employees of CONSULTANT as are necessary to be insured in compliance with provisions of the Worker’s Compensation law.

ARTICLE XI - ASSIGNMENTS

The CONSULTANT specifically agrees as required by Section 109 of the New York General Municipal Law that CONSULTANT is prohibited by law from assigning, transferring, conveying, subcontracting, or otherwise disposing of this AGREEMENT or of CONSULTANT’S right, title or interest therein without the prior written consent of the TOWN.

ARTICLE XII – OWNERSHIP OF MATERIALS

All rights, title and ownership in and to all material prepared under the provisions of this AGREEMENT shall be in the TOWN, including the right of re-publication.

ARTICLE XIII – SCHEDULE

Where applicable, the CONSULTANT shall complete the work according to a schedule approved by the TOWN.

ARTICLE XIV – RELATIONSHIP

The CONSULTANT is, and will function as, an independent contractor under the terms of this AGREEMENT and shall not be considered an agent or employee of the TOWN for any purpose, and the employees of the CONSULTANT shall not in any manner be, or be held out to be, agents or employees of the TOWN.

ARTICLE XV – SERVICES LIMITED

It is hereby agreed that the CONSULTANT shall not provide engineering services to developers, businesses, or residents of the TOWN, for project(s) within the TOWN during the terms of this AGREEMENT that would result in a conflict of interest.

ARTICLE XVI – INSURANCE

The CONSULTANT agrees to procure and maintain without additional expense to the TOWN, the following insurance:

- (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.

The CONSULTANT shall furnish to the TOWN, a certificate or certificates, showing that the requirements of this Article have been complied with, which certificate or certificates shall provide that the policy shall not be changed or canceled unless thirty (30) days prior written notice has been given to the TOWN.

ARTICLE XVII - THIRD PARTY BENEFICIARY

The services to be performed by CONSULTANT are intended solely for the benefit of TOWN 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 CONSULTANT'S performance of its services hereunder. No right to assert a claim against CONSULTANT, 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 CONSULTANT'S services hereunder.

ARTICLE XVIII – 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. TOWN agrees it may only justifiably rely upon the final hardcopy materials bearing the consultant's original signature and seal.

ARTICLE XXIX – EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided, the following equal opportunity clause contained in Section 202 of Executive Order 11246 shall be included in each government contract.

During the performance of this contract, the CONSULTANT agrees as follows:

1. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting office setting forth the provisions of this non-discrimination clause.
2. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The CONSULTANT will send each labor union or representation of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Department's contracting officer, advising the labor union or worker's representative of the CONSULTANT'S commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the CONSULTANT'S non-compliance with the non-discrimination clauses of this AGREEMENT or with any such rules, regulations, or orders, this AGREEMENT may be canceled, terminated or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.

7. The CONSULTANT will include the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and date first written above.

TOWN OF NORTH ELBA, NY

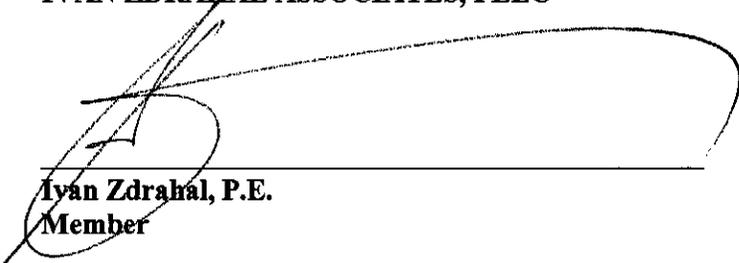
By:

Robert T. Politi
Town Supervisor

Date

IVAN ZDRAHAL ASSOCIATES, PLLC

By:



Ivan Zdrahal, P.E.
Member

12-06-2012
Date