



# TOWN OF NORTH ELBA

## REGULAR BOARD MEETING

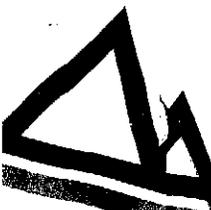
TUESDAY, MARCH 12, 2013

7:00 PM Regular Board Meeting

1. Call Meeting to Order
2. Pledge of Allegiance
3. Approve Agenda
4. Approve Minutes February 12, 2013 Board Meeting.
5. Persons Present Opportunity to Speak - Corey Hurwitch – Adk. Airport
6. Old Business:
  - a. Skateboard Park
7. New Business:
  - a. Adopt Resolution – Records Retention and Disposition
  - b. Appoint Laurie Curtis Dudley Records Mgmt. Officer
  - c. Records Mgmt. Fund of \$200
  - d. Approve Lease Agreement Park District Copier
  - e. Award Bid – Dump Truck with Plow
  - f. Approve Purchase – Driving Range Ball Dispenser/Range Balls
  - g. Settlement Agreement – Ireland
  - h. Budget Amendments
  - i. Environmental Monitoring Program – Annual Contract
  - j. Director of Golf Agreement – Jeff Estes
8. Committee Reports:
9. Town Attorney Reports
10. Essex County Update
11. Approve Audits as per Audit #'s
12. Executive Session
13. Adjournment

**Professional Services Agreement for  
Post-Closure Monitoring Services at the  
Town of North Elba Landfill**

February 2013



**Adirondack Landfill Services, LLC**

Jeffrey May  
P.O. Box 404  
Pittsford, NY 12944

Phone/Fax 518-534-3994  
AdirondackLandfillServices@yahoo.com

## **Intent**

Adirondack Landfill Services, LLC (ALS), P.O. 404, Keeseville, New York 12944 will provide various post-closure environmental monitoring services to the Town of North Elba as set forth in this agreement. These services are necessary to fulfill the requirements of the New York State Department of Environmental Conservation (NYSDEC) as specified in 6NYCRR Part 360 Regulations. The Town of North Elba is currently required to conduct one Baseline monitoring event per year. Beginning in 2010, sampling the Chubb River is no longer required (letter dated 5/4/2010, Becker to May).

## **Scope of Services**

ALS will provide groundwater sampling, laboratory analysis, and preparation of written reports for submittal to the Town of North Elba and NYSDEC.

- 1) Sampling of groundwater (6 monitoring wells) will consist of gauging initial water levels within wells, purging of groundwater wells, obtaining a representative water sample, collecting field measurements (pH, temperature, conductivity, redox potential, turbidity) and shipment of samples to the laboratory for analysis.
- 2) Laboratory Analysis by a NYSDEC/NYSDOH certified laboratory, with the capability of providing NYSDEC-ASP Category A (Routine) and B (Baseline) deliverables, will be utilized throughout the project.
- 3) Report preparation and submittal summarizing sampling and analytical results. Three copies will be prepared for the required annual report; one each will be submitted to the Town of North Elba and NYSDEC, and ALS will retain the third copy as a confidential file copy.
- 4) Additional Services, as mutually agreed upon by ALS and the Town of North Elba, will be provided by ALS and include such services as performance of additional sampling/analysis not outlined above, maintenance of monitoring wells, preparation of post-closure monitoring variances to reduce sampling frequency, attendance at meetings and any other services not specifically outlined herein. Travel time, required as part of any additional services, will be billable at the hourly rate. Any Additional Services will be requested in writing by the Town of North Elba.

## **Costs for Services**

ALS will provide sampling, laboratory analysis, complete report preparation and submittal services as described above for the 2013 Annual Baseline monitoring event for \$3978.

ALS will provide any Additional Services as described above and requested in writing by the Town of North Elba for \$ 65/hour.

### **Contract Period**

This Agreement will become effective when signed by both parties and will end no later than December 31, 2013.

### **Terms and Conditions**

- 1) **Services:** ALS, acting as an independent consultant agrees to provide the services detailed above for the sole benefit and exclusive use of the Town of North Elba.
- 2) **Terms of Payment:** ALS will invoice the Town of North Elba following each monitoring event. The Town of North Elba agrees to pay ALS within 30 days of receipt of ALS's invoice. Furthermore, the Town of North Elba agrees to pay a service charge of 1.5% per month or the allowable legal rate on the amount past due. ALS may suspend services, until paid, if ALS does not receive payment within 60 days of receipt of invoice by the Town of North Elba. Receipt of the invoice by the Town of North Elba will be presumed to be three days after mailing by ALS with proper first class postage attached. Checks will be made payable to "Adirondack Landfill Services, LLC" and mailed to P.O. Box 404, Keeseville, New York 12944.
- 3) **Termination:** Either party may terminate this agreement without cause upon 30 days written notice. In the event the Town of North Elba requests termination and thereby interrupts on going services provided by ALS, the Town of North Elba agrees to pay ALS for all reasonable charges incurred to date and associated with termination of the work.
- 4) **Claims:** The Town of North Elba and ALS agree to attempt to resolve any dispute without resort to litigation. In the event a claim results in litigation and the claimant does not prevail, then the claimant shall pay all costs incurred in defending the claim including attorney's fees.
- 5) **Documents:** ALS will maintain as confidential any documents provided by the Town of North Elba and will not release the same without permission from the Town of North Elba unless compelled by law. ALS will furnish the Town of North Elba with two copies of written reports and one copy of any supporting documents. These copies are for the exclusive internal use of the Town of North Elba and for regulatory submittal. ALS will retain a confidential file copy of any written report and supporting documents. The Town of North Elba agrees that all documents provided by ALS, if not paid for, will be returned immediately upon written demand and that the content of same will not be used for any purpose whatsoever. All documents generated under this agreement will remain the sole property of ALS. Magnetic media will not be provided to the Town of North Elba under this agreement. The Town of North Elba shall provide documents and information deemed necessary by ALS to perform services outlined in this agreement and ALS may retain one confidential file copy of same.

- 6) **Agreement:** This agreement constitutes the entire Agreement between The Town of North Elba and ALS and cannot be changed except by written instrument signed by both parties. This agreement does not create a partnership relationship. This agreement will govern over all forms of writings that may be issued by the Town of North Elba and signed by ALS as a matter of convenience (e.g. work order, purchase orders, etc.). Should any provision of this Agreement be found unenforceable under law, the remaining provisions shall continue with full force. This Agreement shall be governed in all respects by the laws of the State of New York.
- 7) **On Site Operations:** The Town of North Elba will provide ALS or it's subcontractors right of entry to the property for purposes of performing the services outlined herein. ALS and its subcontractors engaged in the sampling and monitoring activities at the Town of North Elba Landfill will conduct themselves in a manner that is consistent with the professional nature of the work of this Agreement. ALS will not be liable for damage to or injury arising from damage to subsurface pipes, geotextiles, utilities, etc. which are not called to ALS's attention or not correctly located on plans furnished by the Town of North Elba. ALS will take all reasonable precautions to minimize damage to property including gas vents, geotextiles, monitoring wells etc. during the performance of services outlined herein. ALS will not be responsible for damages to property that become apparent in the performance of services provided which are the result of improper installation or maintenance, age and weather related deterioration, etc. ALS will promptly report any damages to the Town of North Elba. ALS does not assume responsibility for the site or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment.
- 8) **Insurance:** ALS will at all times during the term of this Agreement procure and maintain General Liability Insurance in the amount of not less than \$1,000,000 per occurrence for bodily injury, death and property damage and Worker Compensation insurance as required by law, if any. ALS will provide written proof of such insurance to the Town of North Elba at the time of execution of this Agreement, and whenever such insurance coverage is renewed during the course of this Agreement.

**Acceptance**

It is the intent of this agreement that ALS provide the Annual Baseline sampling, analysis and data reporting services for the Town of North Elba as set forth herein and that the undersigned acknowledges that he/she has full authority to act for, in the name of, and on behalf of the Town of North Elba and that he/she has read in full and accepts the conditions set forth in this agreement.

For the Town of North Elba:

Name (print) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

For Adirondack Landfill Services, LLC:

Name (print) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

## Bid Opening

Pursuant to the General Municipal Law and Town of the State of New York, bids will be received by the North Elba Town Board as Trustees for the North Elba Highway Dept. for one, 4 wheel drive dump truck, dump box and plow.

Specifications for such are available at the Town Clerk's office at 2693 Main St, Lake Placid, NY 12946.

Bids will be received until 3:00 p.m. Monday March 4, 2013 at the North Elba Town Clerk's office, 2693 Main Street, Lake Placid, NY 12946 and publicly opened and read. Bids will be awarded by the North Elba Town Board. Bids are to be signed by responsible officer of the firm bidding and are to be placed in a sealed envelope and marked thereon, "Bid for 2013, 4 wheel drive dump truck and box, 10 foot V plow installed.

The North Elba Board reserves the right to reject any and all bids for any reason whatsoever. All bids must accompanied by non-collusive bidding certificate.

Adirondack Auto	\$ <u>66575.00</u>
Vision Ford	\$ <u>61554.00</u>
Foster Motors	\$ <u>65262.00</u>
Goss Dodge Chrysler	\$ <u>65993.00</u>