



TOWN OF ARIETTA

in

HAMILTON COUNTY, NY

toa@townofarietta.com

1722 State Route 8

PO Box 37

Piseco, NY 12139

TEL: (518) 548-3415 FAX: (518) 548-6203

Agenda

November 17, 2025

5 pm at Piseco Common School

Town of Arietta

- Call to Order
- Pledge of Allegiance
- Roll Call
- Motion to approve minutes for November 3, 2025, meetings
- Resolutions
 - 25-11-52 Appoint Council Member
 - 25-11-53 County Snow & Ice Agreement
 - 25-11-54 Transfer of Funds
 - 25-11-55 2026 Holiday Schedule
 - 25-11-56 Appoint ZBA member
- **Snowmobile Trails / Fuel at K09 – Grier**
- **Town Buildings / Grounds - Stobo**
- **Recreation / Website / Campsite - Wilt**
- **Lake / Dam / Cemetery - Rhodes**
- **Finance / Airport / Internal Management / Insurance - Rhodes**
- **Superintendent / Report – Small**
- **Codes and Zoning – Lascola**
- **Old Business**
 - **Brush Depository Facility**
 - **TWIGS**
 - **Easement acquisitions**
- **New Business**
 - Motion to accept the bills
 - Public Comment
 - Designation for the following meeting will be on Monday, December 1, 2025
 - **Motion to adjourn**

TOWN OF ARIETTA

At a regular meeting of the Arietta Town Board at the Piseco Common School, State Route 8, Piseco, NY, in the Town of Arietta, Hamilton County, New York on:

November 17, 2025, at 5:00pm

Resolution # 25-11-52

Subject: **Appointment Councilmember**

Resolution Offered By: _____

WHEREAS: the Town of Arietta Town Board has had a vacant position since the April 17, 2025, resignation of John Rajca from the Town Board, which consists of the remainder of his term ending December 31, 2027, and

WHEREAS: it is necessary that the Town fill said vacant position, and

WHEREAS: at the general election held November 4, 2025, Jennifer L. Smith received a majority of the votes and was elected to fill the said vacancy for the position of Arietta Councilmember, and

WHEREAS: the Town of Arietta Town Board will appoint Jennifer L. Smith as Councilmember to serve the remainder of John Rajca's term, effective December 1, 2025, and ending December 31, 2027, and

THEREFORE, LET IT BE RESOLVED: that the Town of Arietta Town Board does hereby appoint Jennifer L. Smith to fill the vacancy on the Town Board for the remainder of John Rajca's term, effective December 1, 2025, and ending December 31, 2027.

Seconded by: _____ and put to a vote, which resulted as follows:

AYES:	NOES:	ABSTAIN:	ABSENT:
Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____
Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____
Christy Wilt _____	Christy Wilt _____	Christy Wilt _____	Christy Wilt _____
Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____

Town Clerk

Date

TOWN OF ARIETTA

At a regular meeting of the Arietta Town Board at the Piseco Common School, 1722 State Route 8, in the Town of Arietta, Hamilton County, New York on:

November 17, 2025, at 5:00 pm

Resolution # 25-11-53

Subject: **Accept County Snow and Ice Agreement**

Resolution Offered By: _____

WHEREAS: the Town of Arietta has been presented with an agreement for municipal snow and ice control with Hamilton County for the winter season of 2025-2026, and

WHEREAS: the town must review this agreement on an annual basis, and

THEREFORE, LET IT BE RESOLVED: the Town of Arietta Town Board will accept this agreement and shall comply with its obligations according to said agreement.

Seconded by: _____ and put to a vote, which resulted as follows:

AYES:	NOES:	ABSTAIN:	ABSENT:
Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____
Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____
Christy Wilt _____	Christy Wilt _____	Christy Wilt _____	Christy Wilt _____
Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____

Town Clerk

Date

HAMILTON COUNTY DPW
SNOW & ICE POLICY

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1. INTRODUCTION

This policy is intended to provide the motoring public and emergency service personnel with general information regarding snow and ice removal operations, level of service, and to serve as a guideline for County Public Works Department employees and Town Highway Departments that provide snow and ice control on county highways.

The Hamilton County Public Works Department is responsible for the maintenance and repair of 94.49 centerline miles of County roads and 58 bridges throughout the County. The department has no greater challenge than during the winter snow and ice season when it is charged with the task of providing passable roads for routine travel and emergency services during and after a snow or ice event. During the winter season, Hamilton County personnel typically plow and sand approximately 50 centerline miles and contract with 8 of the 9 Town Highway Departments for the remaining 45 centerline miles. The Town Highway Department of Long Lake presently does not plow for the County.

2. SNOW AND ICE CONTROL GOALS

The primary goal is to reasonably maintain county roads to a reasonably safe, passable condition for the motoring public, while emphasizing equipment operator safety and applying cost efficient practices. This goal will be achieved by monitoring weather and road conditions that will enable the Public Works Department to determine an effective response to an approaching winter storm or ice event and scrutinizing present/past snow and ice control operations for effectiveness and proficiency.

3. LEVEL OF SERVICE

It is **not** the policy of the Hamilton County Highway Department to provide continuous bare roads or to provide snow and ice control services 24 hours a day, 7 days a week. It is not practical to maintain a bare road surface during or immediately following a snow or ice event. Typical hours of operation for snow and ice control shall be from the hours of 5:30AM to 10:30PM. Snow and ice control operations will be primarily focused on morning and evening commuter travel times.

During severe blizzards, drifting and/or icing conditions it may be extremely difficult to maintain reasonably passable roads for the public and emergency services. In such conditions, the Highway Superintendent, Deputy Superintendent or Road Supervisor(s) may opt to extend snow and ice removal beyond the typical hours of operation.

Sections of roadways improved for winter travel may continue to have residual snow and ice in a compacted condition upon them until warmer temperatures and/or deicing materials are applied to allow for melt-off after a storm. These conditions may be continuous and/or they may be localized in certain areas of roadway depending on temperature, wind velocity, wind direction or other factors.

4. MATERIALS AND PLOWING PROCEDURES

Hamilton County Public Works Department employs a mixture of 90–95% abrasive sand and 5–10% rock salt on all county highways. In some icing situations, straight salt may be used to speed up the melting process. Sand alone does not have ice-melting capabilities. It is primarily used for limited traction control. The salt helps keep the sand from freezing and provides some ice-melting capabilities by creating a brine solution that has a lower freezing temperature than the temperature of the surrounding ice.

Typical spreading procedures for 95% sand 5% salt mixtures should be at a rate of 500-700 pounds per lane mile.

Spreading procedures for straight salt should be at a rate of 180 pounds per lane mile. This procedure is warranted only during freezing rain or other extreme conditions.

Limited sanding is expected during periods of snowfall and during blowing and drifting conditions because falling, blowing and drifting snow covers the material causing it to be scraped off on subsequent plowing passes. Plowing typically ceases when the storm has subsided and roads have been made passable for travel. Drift plowing and pushing back accumulated snow along the roadside will continue after the storm as necessary.

5. DRIVEWAYS

During snow removal operations the accumulated windrow of snow being pushed and carried by the plow is inevitably deposited to the trucks' right-side shoulder and/or ditch along its route. Driveways along the route are also subject to deposits. The Public Works Department or any of its contractors assumes no responsibility for the removal of snow deposited in driveways as a result of normal snow removal operations. The Department cannot provide exact times when certain routes will be plowed and it is not practical to change the angle of the blade to avoid driveways.

6. DEPOSITING SNOW ON A HIGHWAY

Section 1219 of the New York State Vehicle & Traffic Law prohibits plowing, placing, pushing, and/or throwing or otherwise deposit or cause to be deposited, any snow or destructive or injurious material onto the road surface, which interferes with the safe use of the highway

7. LANDSCAPING AND LAWN DAMAGE

Landscaping and lawns, including but not limited to: shrubs, inanimate objects or mailboxes installed by a property owner within the County Right-of -Way will be the responsibility of the owner and the owner assumes all risks of damage to such items. Furthermore, the County cannot reasonably control drift or discharge of snow and/or shoulder materials from the snowplow into roadside ditches and lawns. The County will not be responsible for the removal/repair of any shoulder materials inadvertently cast into adjacent lawn areas by the plow or wing.

8. EXCEPTIONS

The County Superintendent of Highways and/or his designee(s) reserve the right to alter operation strategies, deviate from these standards or terminate ongoing snow and ice operations at any time, if it is determined that various factors, including but not limited to, the need to rest snowplow crews; equipment failure; extreme snowfall accumulation and conditions which make snow and ice control operations unsafe, unnecessary or ineffective.

9. REVIEW OF POLICY

The County Public Works Department will periodically review this policy to address updated procedures and techniques.

10. POLICY COMPLIANCE

The County Highway Superintendent and/or his designee(s) will conduct routine patrols throughout the County to ensure this policy is being consistently executed. Deviations from the policy or complete disregard of its intent will result in official notification by the county superintendent and/or his designee to resolve the outstanding issue(s).

11. LIST OF REIMBURSABLE CHARGES FOR TOWNS

The following reimbursable charges for County snow and ice removal **MUST BE AUTHORIZED** by the County Highway Superintendent or his designee before work begins:

- Cutting ice with grader
- Thawing of culverts
- Any other operations outside of normal snow and ice contract responsibilities.

Once approved the Town **MUST** provide traffic protection following the NYS MUTCD regulations.

12. LIST OF COUNTY HIGHWAY OFFICIALS

Tracy J. Eldridge – Superintendent, Lake Pleasant 518-548-7141
Chris Mitchell - Highway/SW Manager, Lake Pleasant, 518-548-7141
Derek Cummins – Road Supervisor, Indian Lake 518-648-6128 (CR4,9,12 & 18)
Greg Puterko – Road Supervisor, Long Lake 518-624-2186 (CR3,10 & 10A)
Ben Shortt - Road Supervisor, Lake Pleasant 518-548-7141 (CR11 & SR8)
Lisa Johnson – Deputy Superintendent, Lake Pleasant 518-548-7141
Jennifer Hoffman - Senior Account Clerk, Lake Pleasant 518-548-7141
Diana Stuart – CSA/Account Clerk, Lake Pleasant 518-548-7141 (Salt Orders)

13. LIST OF TOWN HIGHWAY SUPERINTENDENTS AND ROUTES

Craig Small, Town of Arietta –	518-548-7302	CR24	16.04 lane miles
Alan Dunham, Town of Benson -	518-863-8919	CR6,6A	13.38 lane miles
Zack Colson, Town of Hope -	518-924-2662	CR7,15&25	20.84 lane miles
Eugene Darling, Town of Indian Lake -	518-648-5615	CR19	2.00 lane miles
Shawn Hansen, Town of Inlet -	315-357-4541	CR1,13&14	7.08 lane miles
Randy Lavarney, Town of Lake Pleasant	518-548-3625	CR11	6.64 lane miles
Hugh Farber, Town of Morehouse	315-826-3111	CR17	8.00 lane miles
Clay Earley, Jr., Town of Wells -	518-924-3155	CR5,8 &16	17.26 lane miles

Updated – 10/27/25

Contract No. 358-25

AGREEMENT FOR MUNICIPAL SNOW AND ICE CONTROL

PARTIES:

**HAMILTON COUNTY, Hereinafter referred to as County
Hamilton County DPW
2558 State Route 8, PO Box 56
Lake Pleasant, NY 12108**

**CONTRACTOR
Town of Arietta
PO Box 37
Piseco, NY 12139**

DATE: 11/1/2025

WITNESSETH:

1. WORK/SERVICES TO BE PERFORMED

Contractor agrees to provide, perform and furnish to Hamilton County the work, labor, services and equipment more fully described and set forth in Appendix A annexed hereto and made part hereof.

2. CONTRACT PRICE

Contractor agrees to accept, and Hamilton County agrees to pay to the Contractor, the equipment rental rates fully described and set forth in Appendix B annexed hereto and made part hereof.

3. CONTRACT TERM

The term of this contract is from November 1, 2025 through October 31, 2026.

4. CONTRACT TERMS AND CONDITIONS

The parties hereto agree that the following terms and conditions are included in, a part of, and incorporated into this agreement:

- X Insurance Requirements – Appendix C
- X Hamilton County Standard Clauses – Appendix D

5. NOTICES

Notices or communications are to be given or directed to either party at its address specified in this agreement, or to such other addresses as either party may from time to time designate by written notice to the other party.

6. ENTIRE AGREEMENT

This agreement, including the Appendices referred to hereinabove, constitutes the entire agreement between the parties; and there are no other agreements, either written or oral, between the parties pertaining to the work/services or the funds encompassed by this agreement.

IN WITNESS WHEREOF this agreement has been executed by the parties hereto to be effective as of the date set forth above.

Per Resolution No. 358-25
County DPW,

By: _____
Tracy J. Eldridge, Superintendent

HAMILTON COUNTY,

By: _____
Clay J. Arsenault, Chairman

TOWN OF ARIETTA,

By: _____
Chris D. Rhodes, Supervisor

TOWN HIGHWAY,

By: _____
Craig Small, Superintendent

APPENDIX A
DESCRIPTION OF SERVICES

Section 135-a of the Highway Law, as amended, provides that the removal of snow and ice from the County Roads, as well as the sanding or other treatment of County Roads for the purpose of removing the danger of ice and snow, may be delegated by the County to the Town by agreement; and the County hereby delegates to the Town, and the Town hereby accepts and agrees to perform, such work to control snow and ice upon County Roads during the term of this agreement.

The Town shall remove snow and ice from all County Roads within and adjacent to said Town, and shall sand or otherwise treat such County Roads for the purpose of removing the danger of snow and ice, to the extent necessary to provide reasonable and safe passage and movement of vehicles over such County Roads. The Town agrees that the work to be performed under this agreement includes but is not limited to the following: (a) removal and disposal of accumulated snow at intersections of one or more County Roads and at other locations along County Roads where necessary or prudent for the safety of public vehicular traffic; (b) cutting of weeps through accumulated buildup of plowed snow along County Roads for purposes of relieving water accumulation on the road surface from snow melt, rain or other sources; (c) such other work as may be necessary for the control of snow and ice on County Roads.

The Town shall furnish adequate, trained and experienced employees to perform such work, as well as provide all necessary equipment, tools and materials, but excluding abrasives (sand) and sodium chloride (rock salt) for the proper performance of this agreement, and such will be performed according to customary approved standards and practices such as the adopted Snow & Ice Control Plan for Hamilton County so as to fulfill the obligations imposed upon the County with respect to snow and ice removal and control on County Roads.

All persons employed by the Town in the performance of this agreement shall be employees of the Town for purposes of the payment of wages, wage deductions, unemployment insurance benefits, social security coverage, retirement membership or credits, and liability for workers' compensation.

The Town also agrees to thaw culverts dammed or blocked by ice, as designated and directed by the County Superintendent of Highways or his Designee in writing provided the County reimburses the Town for labor and equipment rental payable by voucher.

In the event the County shall abandon any existing County road or part thereof, or transfers any County road or part thereof to the State Highway System, or add any road to the County road system, the County shall notify the Town of such abandonment, transfer or addition, as the case may be, designating the particular County Road and the mileage thereof which has been added, abandoned or transferred, and the compensation under this agreement shall be adjusted accordingly as of the effective date of such addition, abandonment or transfer.

APPENDIX B

EQUIPMENT RENTAL/PERSONAL SERVICES RATES

TOWN OF ARIETTA

The County agrees to pay the Town an hourly rate for all labor and equipment rental for each centerline mile for 8.03 centerline miles of County Route 24 within or adjacent to said Town for which the Town provides snow and ice control services. It is acknowledged and agreed by the parties that there are a total of 8.03 miles of County Road in the Town.

EQUIPMENT RENTAL RATES FOR COUNTY SNOW & ICE REMOVAL

1. HEAVY TRUCKS WITH PLOW, WING AND SPREADER WITH GVWR OF 35,000 LBS OR OVER - \$115.00 PER HOUR
2. HEAVY EQUIPMENT (FRONT END LOADER, BACKHOE & GRADALL ECT.) - \$75.00 PER HOUR
3. MEDIUM TRUCKS WITH PLOW, WING AND SPREADER WITH GVWR OF 15,000 LBS OR OVER UP TO 34,999 LBS - \$75.00 PER HOUR
4. LIGHT TRUCKS WITH PLOW WITH GVWR UNDER 15,000 LBS – \$28.00 PER HOUR

PERSONAL SERVICES RATES

1. STRAIGHT TIME WILL BE REIMBURSED AT \$34.00 PER HOUR
2. OVERTIME WILL BE REIMBURSED AT \$51.00 PER HOUR

APPENDIX C
INSURANCE REQUIREMENTS

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the Municipality as an additional insured on the contractor's insurance policies, with the exception of workers' compensation and N.Y. State Disability insurance.
2. The policy naming the Municipality as an additional insured shall:
 - a. Be an insurance policy from an A.M. Best rated "Secure" or better insurer, authorized to conduct business in New York State. A New York licensed insurer is preferred. The decision to accept specific insurers lies exclusively with the Municipality.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the Municipality, its Board, employees and volunteers.
 - c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the Municipality for both on-going and completed operations. The decision to accept an endorsement rests solely with the Municipality. A completed copy of the endorsements must be attached to the certificate of insurance.
3.
 - a. The certificate of insurance must describe the specific services provided by the contractor (e.g., roofing, carpentry, plumbing) that are covered by the liability policies.
 - b. At the Municipality's request, the contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.
 - c. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/05) must be included with the certificates of insurance.
4. The contractor agrees to indemnify the Municipality for any applicable deductibles and self-insured retentions.
5. Required Insurance:
 - a. **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$3,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.
 - b. **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles to include an Umbrella \$5,000,000 Liability.

- c. **Workers' Compensation, Employers Liability and NYS Disability**
Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
 - d. **Owners Contractors Protective Insurance (When Required)**
\$1,000,000 per occurrence/\$2,000,000 aggregate, with the Municipality as the named insured.
- 6. Contractor acknowledges that failure to obtain such insurance on behalf of the Municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Municipality. The contractor is to provide the Municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.
 - 7. The Municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Municipality but also NYSIR, as the Municipality's insurer.

APPENDIX D
STANDARD CLAUSES FOR HAMILTON COUNTY SNOW & ICE
CONTRACTS

1. Independent Contractor Status

The parties each acknowledge, covenant and agree that the relationship of the Town Contractor to the County shall be that of an independent contractor. The Town, in agreement with its status as an independent contractor, further covenants and agrees that it:

- (a) will conduct itself in accordance with its status as an independent contractor;
- (b) will neither hold itself out as nor claim to be an officer or employee of the County; and
- (c) will not make any claim, demand or application for any right or privilege applicable to an officer or employee of the County, including but not limited to workers' compensation benefits, unemployment insurance benefits, social security coverage or retirement membership or credits.

2. Contractor To Comply With Laws/Regulations

The Town shall at all times comply with all applicable state and federal laws, rules and regulations governing the performance and rendition of the services to be furnished under this agreement.

3. Termination

This agreement may be terminated without cause by either party upon thirty (30) days prior written notice, and upon such termination neither party shall have any claim or cause action against the other except for services actually performed prior to such termination.

TOWN OF ARIETTA

At a regular meeting of the Arietta Town Board at the Piseco Common School, 1722 State Route 8, in the Town of Arietta, Hamilton County, New York on:

November 17, 2025, at 5:00 pm

Resolution # 25-11-54

Subject: **Transfer of Funds**

Resolution Offered By: _____

WHEREAS: the Town of Arietta will give the Town Supervisor permission to make the following transfer of money:

General Fund

\$ 1,500.00 to #A0-5132-100, Garage Contractual Expense
from #A0-1620-100, Municipal Building Contractual Expense

THEREFORE, LET IT BE RESOLVED: that the Town of Arietta Town Board does approve the above transfers of money.

Seconded by _____ and put to a vote, which resulted as follows:

AYES:	NOES:	ABSTAIN:	ABSENT:
Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____
Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____
Christy Wilt _____	Christy Wilt _____	Christy Wilt _____	Christy Wilt _____
Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____

_____	_____
Town Clerk	Date

TOWN OF ARIETTA

At a regular meeting of the Arietta Town Board at the Piseco Common School, 1722 State Route 8 in the Town of Arietta, Hamilton County, New York on:

November 17, 2025 at 5:00pm

Resolution # 25 - 11 -55

Subject: Holiday Schedule 2026

Resolution Offered By: _____

WHEREAS: Hamilton County has set its Holiday schedule for the year 2026, and

WHEREAS: the Town of Arietta has followed the County's schedule in the past years, and

WHEREAS: the Town of Arietta Town Board, after review of the Hamilton County Holiday Schedule as submitted by the Arietta Town Supervisor, will set up the 2026 calendar year for Town Holidays as follows:

New Year's Day	Thursday, January 1
Martin Luther King, Jr.'s Birthday	Monday, January 19
President's Day	Monday, February 16
Good Friday	Friday, April 3
Memorial Day	Monday, May 25
Juneteenth	Friday, June 19
Independence Day	Friday, July 3
Labor Day	Monday, September 7
Columbus Day	Monday, October 12
Veterans Day	Wednesday, November 11
Thanksgiving	Thursday, November 26
Black Friday	Friday, November 27
Christmas Eve – Half Day	Thursday, December 24 (Half Day)
Christmas	Friday, December 25

THEREFORE, LET IT BE RESOLVED: the Town of Arietta Town Board, after review of the 2026 Hamilton County Holiday Schedule, as submitted by the Town Supervisor, will accept the above outline for the Town of Arietta 2026 calendar year.

Seconded by: _____ and put to a vote, which resulted as follows:

AYES:	NOES:	ABSTAIN:	ABSENT:
Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____
Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____
Christy Wilt _____	Christy Wilt _____	Christy Wilt _____	Christy Wilt _____
Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____

Town Clerk

Date

TOWN OF ARIETTA

At a regular meeting of the Arietta Town Board at the Piseco Common School, State Route 8, Piseco, NY, in the Town of Arietta, Hamilton County, New York on:

November 17, 2025, at 5:00pm

Resolution # 25-11-56

Subject: **Appoint Zoning Board of Appeals Member**

Resolution Offered By: _____

WHEREAS: Dan Fish resigned from his position as Zoning Board of Appeals member effective November 12, 2025, and

WHEREAS: it is necessary that the Town of Arietta Town Board fill the position for the remainder of Dan Fish's term ending December 31, 2028, and

WHEREAS: the Town Board, after consideration, will appoint Howie Parslow to fill the vacancy for the remainder of the five-year term, effective November 18, 2025, and ending December 31, 2028, and

THEREFORE, LET IT BE RESOLVED: that the Town of Arietta Town Board does hereby appoint Howie Parslow to fill the vacancy of Zoning Board of Appeals member for the remainder of the five-year term, effective November 18, 2025, and ending December 31, 2028.

Seconded by: _____ and put to a vote, which resulted as follows:

AYES:

Jacquelyn Grier _____
Douglas Stobo _____
Christy Wilt _____
Christian Rhodes _____

NOES:

Jacquelyn Grier _____
Douglas Stobo _____
Christy Wilt _____
Christian Rhodes _____

ABSTAIN:

Jacquelyn Grier _____
Douglas Stobo _____
Christy Wilt _____
Christian Rhodes _____

ABSENT:

Jacquelyn Grier _____
Douglas Stobo _____
Christy Wilt _____
Christian Rhodes _____

Town Clerk

Date



Plattsburgh
130 Arizona Ave., Suite 1540
Plattsburgh, NY 12903
518-563-5878 (T)
atlantictesting.com

November 7, 2025

Adirondack Roots
103 Hand Avenue
Elizabethtown, New York 12932

Telephone: 518-873-5888
Email: dwhitford@adirondackcroots.org

Attn: David Whitford

Re: Contract Addendum and Extension
Piseco Road Phase 2
Piseco, New York
ATL No. PL5998-306-04-25 Addendum 1

Atlantic Testing Laboratories, Limited (ATL) is currently providing services for the referenced project, in accordance with ATL No. PL5998-306-04-25, dated May 6, 2025. Per your request for additional services, the following items are attached:

- ♦ Scope of Services Subsurface Investigation
- ♦ Fee Schedule

This addendum is subject to the terms of the original AGREEMENT. The AGREEMENT is hereby extended to June 30, 2026.

Please provide written acknowledgement and acceptance of ATL's contract addendum by returning a signed copy via email or to:

**Atlantic Testing Laboratories, Limited
Contracts Department
6431 US Highway 11
Canton, New York 13617**

In the absence of written acknowledgement, the scheduling of ATL's services shall serve as explicit authorization to proceed in accordance with this addendum.

If you have any questions or require additional information, please contact me at your convenience.

Sincerely,
ATLANTIC TESTING LABORATORIES, Limited

Cheyenne J. Dashnaw, PE
Director of Environmental Services

CJD/jac

Attachments

cc: ATL Contracts Department

The contract addendum and extension described herein are accepted and agreed upon.

Albany ♦ Binghamton ♦ Buffalo ♦ Canton ♦ Elmira ♦ Plattsburgh ♦ Poughkeepsie ♦ Rochester ♦ Syracuse ♦ Utica ♦ Watertown

Adirondack Roots

Signature

Date

Printed Name and Title
Its Duly Authorized Representative

SCOPE OF SERVICES FOR SUBSURFACE INVESTIGATION

Piseco Road Phase 2, Piseco, Hamilton County, New York

Based on information provided to ATL by CLIENT, it is our understanding that the project consists of performing Subsurface Investigation Services for assessing groundwater at the subject site for per and polyfluoroalkyl substances (PFAS). The proposed subsurface investigation activities include the advancement of up to 3 soil borings and the installation of 3 monitor wells, at locations to be selected by CLIENT, to provide information regarding groundwater conditions.

It is understood and accepted by CLIENT that subsurface investigation involves the use of intrusive drilling and sampling methods. Such methods typically require access for heavy equipment that may damage or alter the site topography, including sensitive landscape and pavement surfaces. ATL will take reasonable precautions to minimize and limit potential damage to the site while accessing locations and performing the work. Restoration of the site to its pre-existing state will not be performed by ATL, unless specifically provided for in this Scope of Services or through a written addendum mutually signed by authorized representatives of ATL and CLIENT.

A. Subsurface Investigation Services

1. Request an underground utility clearance through UDIG-NY or other equivalent public utility locating service. The CLIENT or OWNER shall be responsible for providing information regarding private buried and overhead site utilities not managed by public utility sources. ATL shall take reasonable precautions to avoid damage to subsurface utilities and structures that have been properly identified and marked. ATL shall not be responsible for damage to subsurface utilities and structures that are not correctly identified or marked during the public underground utility clearance and/or damage to private subsurface utilities and structures resultant from incorrect information provided by the CLIENT or OWNER.

Completion of an underground utility clearance requires a minimum of three business days, in accordance with UDIG-NY or equivalent policy.

2. Mobilize and demobilize the following:
 - Two-person drill crew
 - ATV-mounted drill rig
3. Advance up to 3 soil borings, utilizing hollow stem augers, flush joint casing, and/or mud rotary techniques, to an estimated depth of 100 feet each, or to practical refusal, whichever is less. If practical refusal is encountered, the material will NOT be cored. **No soil sampling will be performed within the soil borings.**
4. Install a monitor well within each borehole. The wells will be constructed with 2-inch PVC slotted screen and riser pipe. The screened interval will be backfilled with a sand pack. A bentonite seal will be placed above the sand pack, and the remainder of the annulus will be backfilled with a cement/bentonite grout. A stick-up protective casing will be installed at the surface of each well.
5. Provide an Environmental scientist to collect groundwater samples from the installed monitoring wells, submit groundwater samples to a New York State Department of Health (NYSDOH) Environmental Laboratory Approval Program (ELAP) approved laboratory for analysis of PFAS, in accordance with EPA Method 1633. Unless otherwise requested. Laboratory analysis will be performed on a 3-week turn-around – time (TAT)basis, subsequent to receipt of samples by the laboratory.
6. Prepare and submit a groundwater sampling and analysis summary report.

B. CLIENT responsibilities:

1. Prior to project initiation, provide ATL with available site and health and safety plans
2. Provide or coordinate clearance for private buried and overhead site utilities not managed by public utility sources.
3. Stake the location and obtain the ground elevation for each boring. Provide ATL with boring locations, elevations, and boring location plan prior to commencing field work.
4. Provide appropriate access for the proposed equipment to each boring location, including snow removal and clearing as necessary.
5. Obtain required permits and permissions for site access.
6. Identify personal protective equipment (PPE) required for the work to be completed by ATL at the project site. If specific PPE is not identified, it will be assumed that modified level D protection is applicable, to include steel toe work boots, safety glasses, hard hat, and hearing protection. If it is determined (by CLIENT or ATL) that supplemental site-specific PPE is necessary, it will be provided at an additional cost.

EXHIBIT B

FEE SCHEDULE

Service	Estimated Quantity	Unit Fee	Estimated Cost
ATL SERVICES			
Mobilization/Demobilization			
ATV-Mounted Drill Rig with a Two-Person Drill Crew	1	\$ 4,000.00 Lump Sum	4,000.00
Soil Borings			
Auger or Cased Boring (0-50 feet bgs)	150	\$ 30.00 /LF	4,500.00
Auger or Cased Boring (50-100 feet bgs)	150	\$ 40.00 /LF	6,000.00
Monitor Well and/or Piezometer Installation			
2-inch Machine Slotted PVC Well Screen (0.010-inch slot) Includes labor and materials to install well screen, sand pack and bentonite seal	30	\$ 35.00 /LF	1,050.00
2-inch PVC Riser Pipe Includes labor and materials to install riser pipe and cement-bentonite grout	270	\$ 20.00 /LF	5,400.00
Well Protector with Locking Cap Includes labor and materials to install well protector	3	\$ 350.00 /Each	1,050.00
Technical Personnel			
Drilling Manager/Project Manager	2	\$ 105.00 /Hour	210.00
Environmental Scientist	2	\$ 675.00 /Day	1,350.00
Senior Project Manager	3	\$ 135.00 /Hour	405.00
Laboratory Analysis			
EPA Method 1633- PFAS in Water	3	\$ 550.00 /Each	1,650.00
Miscellaneous			
Standby Time	--	\$ 250.00 /Hour	If Required
Travel- Includes Labor & Mileage	2	\$ 150.00 /Trip	300.00
Report Preparation	1	\$ 650.00 /Report	650.00
Estimated Cost (3 Wells)			\$26,565.00
Total Estimated Cost for Only 1 Well Installation = \$12,295.00			

EXHIBIT B

NOTES TO THE FEE SCHEDULE

The Estimated Cost and Budget Range are based on the foregoing Scope of Services and Fee Schedule, and are not intended to be not-to-exceed amounts. The actual cost for ATL services is subject to change should the project require additional site work time, laboratory analyses, and/or report preparation time. The actual number of laboratory analyses and hours expended will be dependent upon field conditions and/or direction by the CLIENT.

Unit Fee invoices will be based on the unit fees and the actual services rendered, and may vary from the Total Estimated Cost.

The Unit Fees or Lump Sum Fee are/is valid until June 30, 2026.

It is ATL's understanding that NYS prevailing wages are not applicable for this project.

As used in this schedule:

A standard day is defined as time on-site up to an 8-hour period, Monday through Friday, within the hours of 6:00 a.m. and 6:00 p.m.

Unless otherwise stated in the Fee Schedule, daily overtime rates are calculated by dividing the daily rate by 8 and multiplying by 1.35 and hourly overtime rates are calculated by multiplying the hourly rate by 1.35. Services performed on Saturdays and Sundays/Holidays will be invoiced at 1.5 and 1.75 times the unit fees, respectively.

Travel charge is inclusive of labor and mileage for the referenced project site. Rates for technical personnel are for time on-site only and are not invoiced portal-to-portal.

The foregoing fees for laboratory services reflect a standard laboratory turn-around-time (TAT). A laboratory surcharge up to 100% is applicable to samples requiring priority TAT. Advance notification of priority TAT is required to ensure completion of the laboratory work within specified time frames.

Travel and sample pick-up may be subject to a fuel surcharge.