

LONG LAKE TOWN BOARD ANNUAL MEETING

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Town Board:

Supervisor Clark J. Seaman
Councilman Richard B. Dechene
Councilman Lew A. Plumley
Councilman Dean H. Pohl
Councilman Craig J. Seaman

Location: Long Lake Town Hall

Date: December 27, 2012

Time: 7:30 PM

TENTATIVE AGENDA

1. Budgetary Resolution: CONSOLIDATED HIGHWAY IMPROVEMENT PROGRAM RESOLUTION

WHEREAS, the Consolidated Highway Improvement Program (CHIPS) represents a successful state and local partnership delivering necessary capital funding for sustaining transportation infrastructure, promoting motorist safety and sustaining construction and related jobs at the local government level, and

WHEREAS, CHIPS funding is based on a statutory formula using the number of county specific motor vehicle registrations and number of center line mileage; and

WHEREAS, the Town can apply for CHIPS capital funding on an annual basis based on the statutory formula, and

WHEREAS, the Town has applied for and received \$35,902.19 which is the maximum amount available to the Town for the SFY 12-13 apportionment, and

WHEREAS, the receipt and expenditure of such State Aid requires an amendment to the 2012 Long Lake Town Budget,

NOW THEREFORE BE IT RESOLVED, that the Long Lake Town Board gives approval to increase the Highway Fund revenue account DA3502 and the Highway Fund appropriation account DA5112.2 by the amount received:
\$35,902.19.

2. Resolution Confirming Board Approval of Peterbilt Repair

WHEREAS the Long Lake Highway Superintendent has sent the 1997 Peterbilt tractor for maintenance, and

WHEREAS the original estimate of \$5,000.00 was insufficient once the repair facility completed their bumper to bumper inspection, and

WHEREAS the Highway Superintendent sought approval from Town Board members for additional expenditures totaling \$15,000.00 for these repairs, and

WHEREAS the actual total cost is coming in much lower as per two invoices; one for \$10,370.13 and the other yet to be received for approximately \$1,000;

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Long Lake confirms their authorization for this repair in the revised amount totaling less than \$12,000.00.

3. Title III-B Agreement with Warren County

TITLE III-B AGREEMENT BETWEEN THE COUNTY OF WARREN acting for and on behalf of the
WARREN-HAMILTON COUNTIES' OFFICE FOR THE AGING AND THE TOWN OF LONG LAKE,
JANUARY 1,2013 TO DECEMBER 31, 2013

THIS AGREEMENT made by and between the COUNTY OF WARREN, a municipal corporation and political subdivision under the Laws of the State of New York, acting for and on behalf of the WARREN-HAMILTON COUNTIES OFFICE FOR THE AGING, having its offices located at 1340 State Route 9, Lake George, New York 12845, (the "County"), and TOWN OF LONG LAKE, A MUNICIPAL CORPORATION ORGANIZED AND EXISTING UNDER THE Laws of the State of New York, having a mailing address of Box 307, Long Lake, New York 12847, (the "Contractor").

WHEREAS, the County, pursuant to Local Law no. 1 of 1973, enacted by the Warren County Board of Supervisors on November 16, 1973, is hereby authorized to establish, operate, and maintain programs and services for the elderly in the County of Warren, and

WHEREAS, the Hamilton County Board of Supervisors, pursuant to Resolution No. 180 of 1974, has authorized the Chairman of the Warren County Board of Supervisors to act on behalf of the County of Hamilton in matters of the bi-County program for the Aging, and

WHEREAS, The Counties of Warren and Hamilton, pursuant to New York State Executive Law Section 541 (replaced by Elder Law §203 et seq), as ratified by an inter-municipal agreement dated January 1, 1981, agree to sponsor and participate in a bi-County Office for the Aging to be located in Warren County, New York, and

WHEREAS, the County is authorized to contact with public, private and non-profit and voluntary agencies to provide such needed services for adults sixty (60) years of age and over, and

WHEREAS, the Contractor is capable of assisting the County in fulfilling this responsibility under said Local Law,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Contractor shall perform the services set forth in Attachment "A" of the Contract, and shall comply with the rules and regulations pursuant to Title III-B of the Older American Act of 1965 as amended, the Finance Law of the State of New York, local laws and pertinent ordinances pursuant thereto.
2. The Contractor shall comply with the U. S. Department of Health, Education and Welfare regulations under Title VI of the Civil Rights Act of 1964, Federal Executive Orders 11246 and 11375 pursuant to the provisions of Equal Opportunity on the basis of merit and without discrimination because of race, color, religion, sex, age or national origin in the implementation of the Older American Act of 1965, as amended.
3. The Contractor agrees that for conducting such a program in accordance with the terms of this agreement, and upon satisfactory completion thereof, the County agrees to pay and the Contractor agrees to accept as full compensation for its efforts, a sum that shall be reimbursed for fifty percent (50%) of the actual expenses incurred, by not to exceed Two Thousand Eight Hundred Dollars (\$2,800) for the one year period beginning January 1, 2013 and ending December 31, 2013.
4. The terms of this agreement shall be for a period of one year unless sooner terminated as provided within.
5. The Contractor understands and agrees that the amount of this contract may be amended within the maximum limits thereof only by mutual agreement, in writing, between itself and the County.
6. The Contractor and the County reserve the right to cancel this agreement upon thirty (30) days notice, in writing, to the other party. The Contractor agrees that in the event of cancellation of this agreement by either party, it will make a full and final accounting of all Federal, State, and County funds received under this agreement within thirty (30) days after the notification of cancellation has been issued.
7. The Contractor shall not assign, transfer, convey, sublet, subcontract, or otherwise dispose of this contract or the right, title or interest therein or the power to execute such contract to any other person, company or corporation without the previous consent, in writing, of the County.
8. The parties hereto further agree as follows: (a) it is understood by and between the parties hereto that this agreement shall be deemed executory to the extent of the monies available to the County and no liability on account thereof shall be incurred by the County beyond monies available for the purposes thereof, and (b) purchases by the County are not subject to State and Local Sales or excise taxes. There is no exemption, however, for social security, unemployment insurance and like taxes.

9. The relationship of the Contractor to the County shall be that of independent contractor. The Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as nor claim to be an officer or employee of the County by reason thereof and that it will not by reason thereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credits.

10. It is hereby agreed that the Contractor will secure compensation insurance to cover employees engaged under this contract in compliance with the provisions of the Workers' Compensation Law, and keep such employees insured during the life of this contract, and in default thereof, this contract shall be void and of no effect.

11. The Contractor shall also procure and maintain a policy of general liability insurance in coverage providing a combined single limit coverage in an amount not less than \$1,000,000 for bodily injury and property damage, which policies shall provide coverage for Contractor's acts or omissions to act under this contract. Further, Contractor shall also procure and maintain a policy of motor vehicle liability insurance coverage providing a combined single limit coverage for not less than \$1,000,000 for all acts or omissions to act involving the operation of motor vehicles, owned or non-owned, by the Contractor, operated in connection with the program provided for by this contract. The County of Warren shall be named as an additional insured on such certificate(s). Certificates of such insurance coverage, underwritten by insurance carriers licensed to do business in the State of New York, satisfactory to the County shall be filed with the County prior to Contractor proceeding with its duties and responsibilities under this contract. Said certificates shall provide that said insurance carrier furnish the County with not less than ten (10) days prior written notice of cancellation.

12. The Contractor shall indemnify and hold the County harmless from all causes of actions and claims for damages arising out of the performance of the programs, duties and responsibilities being performed under the terms of this Agreement. IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective parties. Signed by Daniel G. Stec, Chairman, Warren County Board of Supervisors and Clark Seaman, Supervisor, Town of Long Lake.

4. Request to Purchase Raquette Lake Scrap Metal

5. Motion to Provide the Town Bus to Transport to Gore Mt. Long Lake Students and Adults Who Will be Participating in the 6 Sunday Ski Program through LLCSD

6. Resolution Approving Increased Expenditure for Required Electronic Medical Records

WHEREAS the cost for electronic medical records (EMR) has recently increased due to the requirement to add a “patient communicator”, and

WHEREAS Town Dr. Russell Rider has agreed to pay the major portion of this increase, and

WHEREAS the he has requested that the Town pay the remainder of this increase in the amount of \$146.00,

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Long Lake agrees to pay this increase in EMR fees resulting in a total reimbursement to Dr. Rider of \$1,146.00 per month.

7. NYS Report of the Annual Inspection of the Raquette Lake Water System