

LONG LAKE ORGANIZATION TOWN BOARD MEETING
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Town Board:

Supervisor Clark J. Seaman
Councilman Richard B. Dechene
Councilman Thomas L. Donnelly
Councilman Dean H. Pohl
Councilman Craig J. Seaman

Location: Long Lake Town Hall

Date: January 27, 2016
WEDNESDAY
Time: 7:30 P.M.

TENTATIVE AGENDA

1. Organization Resolutions for 2016

2. Resolution Establishing COLAs, Health Insurance Contributions and Holiday Pay Procedure

Be it Resolved that all eligible employees and elected officials will receive a COLA of 2% effective 1/1/2016 and 2.5% effective 1/1/2017 and, be it further

Resolved that all current eligible full time employees and some elected officials will contribute 6% of the insurance premium starting 1/1/2016 and 10% starting 1/1/2017. Town Board members will continue current practice of contributing 20% of the insurance premium. Employees hired after 1/1/2015 will continue current practice and contribute 10% of their health insurance premium and, be it further

Resolved that all eligible employees will be allowed to “cash in” personal, vacation or sick time, in that order, to offset their cost for the health insurance coinsurance as per Board approved policy (up to \$500/\$1000 for single/double and family OR 40 hours of time whichever comes first):

- Eligible employees must provide proof of coinsurance paid.
- Requested cashed-in leave will be paid to the employee via voucher; proceeds are subject to tax; employee must provide W-9.
- Personal days may be carried over to March 31 of the following year for the specific

purpose of “cashing in” time for any outstanding health coinsurance from the previous year.

- Reimbursement requests for the year previous must be made by March 31st.
- Submissions for reimbursement may be made in increments of no less than \$100 or one voucher at the end of the claim year.

And, be it further

Resolved that benefit eligible employees who work on a designated holiday will receive time and one-half the regular rate of pay for hours worked that fall outside of their regularly scheduled hours and, be it further

Resolved that non-benefit eligible employees who work on a designated holiday will be paid at the one and one-half times the employee’s regular rate of pay for all hours worked on that holiday.

3. Appointment to the Board of Assessment

4a. Notification of Personnel Retirement

4b. New Hire

5. Voting Delegate Designation for AOT 2/17/16 Annual Business Meeting in NYC

6. Intermunicipal Agreement Between the Town of Long Lake, NY and the Town of Inlet, NY relative to roadway maintenance and repair in the Towns of Long Lake and Inlet, New York.

THIS AGREEMENT, made and entered into the 1st day in the month of _____, 2016 between the Town of Long lake, a municipal subdivision of the State of New York situate in Hamilton County, PO Box 307, c/o the Long Lake Town Supervisor, Long lake, New York 12847 and the Town of Inlet, a municipal subdivision of the State of New York situate in Hamilton County; PO Box 179, c/o the Inlet Town Clerk; Inlet, New York 13360.

WITNESSETH:

WHEREAS, said roads owned and controlled by the Town of Long Lake are located on the south end of Uncas Road, AND

WHEREAS, said roads owned and controlled by the Town of Long Lake are maintained by the Town of Inlet during the calendar year for snow removal and routine road maintenance as to culverts, grading, ditching and gravel applications, AND

WHEREAS, the Town of Long Lake is desirous of contracting with the Town of Inlet for the purpose of obtaining such services from the Town of Inlet,

NOW, THEREFORE IT IS HEREBY AGREED BY THE Town of Long Lake and the Town of Inlet as follows:

1. Scope of Service - The Town of Inlet hereby agrees to provide the necessary man hours per year for the maintenance and rehabilitative services to the roadways in the Town of Long Lake, including but no limited to:
 - a. Initial cleanup in the spring as weather permits,
 - b. Cleaning and removal of debris of all drainage ditches along said road,
 - c. Providing routine road maintenance as indicated above during the calendar year,
 - d. Providing snow removal and sanding during the applicable season.
2. In Lieu of Payment The Town of Long Lake hereby agrees to a reciprocal agreement with the Town of Inlet for exchange of service in lieu of payment.
3. Insurance, Maintenance, Security - The Town of Long Lake and the Town of Inlet do hereby agree to obtain and thereafter continue to keep in full force and effect as part of its general liability insurance, public liability insurance relative to this contract during all phases of the performance of the various provisions of work to be performed herein.
4. Arbitration: Should any dispute arise between the parties respecting the terms of this agreement, the disputed matter shall be settled by arbitration in accordance with the laws of New York State, by three arbitrators, one of whom shall be selected by each of the parties hereto, and the third by the two arbitrators so selected. If the selection of any arbitrator shall not be made within 15 days of the time that either party shall notify the order of the name of the arbitrators selected by the notifying party, then the arbitrator or arbitrators so selected shall be appointed in the manner provided by the laws of the State of New York.
5. Indemnification
 - a. The town of Long lake does hereby covenant and agree to indemnify and keep indemnified and save harmless the Town of Inlet against claim for any loss, injury, death and/or damage and against any claim for compensation for which the Town of Long Lake hereto may or shall be liable by reason of their future maintenance of said roadways after the completion of work performed under this contract by the Town of Inlet.
 - b. The Town of Inlet does hereby covenant and agree to indemnify and keep indemnified and save harmless the Town of Long Lake against claim for any loss, injury, death and/or damage and against any claim for compensation for which the Town of Inlet hereto may or shall be liable by reason of its action in the performance and completion of this contract.

Authority for Execution on Behalf of the Town of Long Lake:

The Supervisor of the Town of Long Lake has executed this agreement pursuant to a Resolution adopted by the Town Board of Long Lake at a meeting thereof held on January _____, Clark J. Seaman, Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town of Long Lake. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Long Lake Town Clerk, P O Box 42, Long Lake, New York 12847.

Authority for Execution on Behalf of the Town of Inlet:

The Supervisor of the Town of Inlet has executed this agreement pursuant to a Resolution adopted by the Town Board of Inlet, NY at a meeting thereof held on _____ 2016, John Frey, Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town of Inlet. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Inlet Town Clerk, P O Box 179, Inlet, New York 13360.

NOTICES:

Any and all notices required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

Town of Long Lake
C/o Town Clerk
P O Box 42
Long Lake, New York 12847

Town of Inlet
C/o Town Clerk
P O Box 179
Inlet, New York 13360

WAIVER:

No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term of condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

MODIFICATION

This agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties. This agreement shall be for a term of _____ months, said term to commence on _____ and to end more specifically on December 31, _____.

7. RESOLUTION SUPPORTING THE 2016 CONSOLIDATED FUNDING APPLICATION FOR Aquatic Invasive Species Spread Prevention Program

The New York State Department of Environmental Conservation has initiated an Aquatic Invasive Species Spread Prevention Program, with a maximum of \$2,000,000 and an individual request of a maximum of \$100,000.

We are fully supportive of this grant application and will be contracting with Paul Smith's Adirondack Water Institute to implement this program.

The Town of Long Lake resolves to fully support the goals of the Aquatic Invasive Species Spread Prevention Program. We will be partnering with Paul Smith's Adirondack Water Institute, The Adirondack Chapter of the Nature Conservancy, the Adirondack Lakes

Alliance, and the Adirondack Park Invasive Plant Program to place lake stewards at Long Lake, Raquette Lake, and Forked Lake. We believe that protection of these lakes is a vital part of our responsibility and will improve our economy and make the Park more desirable for those who live, work and play here.

The Town of Long Lake fully endorses the grant application submitted to the New York State Department of Environmental Conservation for lake stewards under the Aquatic Invasive Species Spread Prevention Program.

This resolution was adopted by poll-call vote.

8. 2015 Building Code Report

9. Agreement with Cedarwood Engineering Services PLLC

There will be an Executive Session

Agenda is Subject to Change

The next Town Board Meeting will be Wednesday, 2/24/16
at 7:30 P.M. at the Long Lake Town Hall