

1LONG LAKE 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: Raquette Lake Union Free School

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

TENTATIVE AGENDA

1. Resolution to Close Affordable Housing Capital Project

Whereas the Affordable Housing Capital Project was established December 29, 2006 for the purpose of recording project financing and expenditure of funds awarded through a New York State Small Cities Community Development Block Grant, and

Whereas the Capital Project was created to record as collateral entries, reimbursement of expenses that were covered by the Block Grant, and

Whereas in accordance with the Town Board resolution of November 14, 2012, the project was halted and a plan was devised to repay \$179,703 to the New York State Office of Community Renewal, and

Whereas the Town has, within the 4 year period required, paid the full amount of \$179,703 to the New York State Office of Community Renewal, and

Whereas there has been no project activity since previous to 2009, there was no issuance of debt (Bond Anticipation Note), the capital project fund does not hold a fund balance, no expenditures are awaiting payment, and

Whereas the NYS Office of the State Comptroller has stated the town needs to close this project,

Now Therefore be it resolved that the Affordable Housing capital project be closed.

2. Design Services in Relation to Equestrian Project Grant
3. Revision of Water Rent Fee Schedule
4. Annual Spring Cleanup Service by Town: May 2nd through the 13th
5. RR Kiosk Project
6. Employee Option to Complete Driver's Safety Course Online

Employee Handbook Policy Section 410 requires employees to take a defensive driving course within the first 2 years of hire and every three years thereafter.

Employees may fulfill this policy by taking a defensive driving course with an instructor ("live") or online.

Currently, the Town arranges for the defensive driving course to be taught by a certified instructor at the town hall once or twice a year. The Town covers a town employee's cost of the course and pays the employee for 6 hours (required course time for certification) that he/she records the time card. Since the course is generally offered on a Saturday or 2 weekday evenings; the time incurred may be overtime for 40 hour/week employees. Unless the employee does not attend the full session or fails to pay attention, the employee's attendance will merit certification and a NYSP certificate is mailed to the employee within a month.

The Town Board allows an employee to take the course online to provide flexibility in scheduling because the course can be taken in segments. The choice to take the course online will mean that the employee has to pay the fee up front and request reimbursement after.

Rules for Reimbursement:

1. The course fee reimbursed to the employee will be no greater than the Town pays for a live course.
2. The number of hours paid through the payroll process will not be greater than the number of hours the live course requires; currently that is 6 hours. The employee will mark on their time card the hours and days taking the course.
3. Proof must be provided that the course is a bona-fide driver's safety course.
4. Proof must be provided of successful course completion with a copy of the NYSP certificate.
5. Reimbursements for online courses will not be more frequent than every 36 months.
6. No allowances (extra payment) will be made for computer or user errors, prolonged hours to take the course, or the need to purchase programs to run the online course.

If the employee does not have access to a home, private personal computer, the live course is their only option.

7. ANNUAL TITLE CSE AGREEMENT BETWEEN THE COUNTY OF WARREN OFFICE FOR THE AGING AND THE TOWN OF LONG LAKE

Contract Period 4/1/2016 - 3/31/2017

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, 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 contract 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 Standard Terms and conditions for Aging Programs and Services Contracts

a) Statutes, Regulations and Policies: the Contractor agrees that all its activities under this Contract shall conform with all Federal, State and Local Laws and with Federal and State regulations, and program standards and Program Instructions of the NYS Office for the Aging that apply to such activities, including but not limited to:

Rehabilitation Act of 1973, Sec 504
Americans with Disabilities Act of 1990
Civil Rights Act of 1964, Title VI, as amended
Older Americans Act
Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)
Federal Executive Order 11246, as Amended by Executive Order 11375
(Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Exec. Order 13279 (Equal Protection for Faith-based and Community Organizations.)
Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination)
Equal Access to Services and Targeting Policy
Elder Law

b) Targeting: The Contractor, to the maximum extent feasible, agrees to provide services to those unserved and under served older adults in greatest social or economic need, particularly those who are low income, low income minorities, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities and older adults residing in rural area in accordance with their need for such services, and to meet specified objectives established by the AAA for providing services to the above groups within the PSA.

c) Language Access: The Contractor shall inform person with limited English proficiency (LEP) of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minim, have telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Contractor shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

d) Conformance with AAA Area Plan: To the extent that the contract with the AAA is for a program or services funded under the Area Plan, the Contractor agrees that if and any subcontractors will perform such work in accordance with the terms of that Area Plan. The AAA agrees to make the Area Plan available to the Contractor. The Contractor hereby attests that the approved Medicaid recruitment and

retention adjustment (add-on) will be expended solely for the purpose of supporting recruitment and retention of non-supervisory personal care service workers.

e) The Contractor agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act Contractor shall: specify how it intends to satisfy the service needs of low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas in the area served by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas within the planning and service area.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend Warren County, its board, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon Warren County, its boards officers, employees and volunteers for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including Contractor's employees, or on account of damages to property including loss of use thereof, arising directly or indirectly from the performance of Contractor's work or from any of the acts or omissions on the part of the Contractor, its employees, agents, representatives, materialmen, suppliers and/or subcontractors. If such indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law.

Contractor shall strictly observe and comply with all safety laws, rules, and regulations (including but not limited to the Federal Occupational Safety and Health Act, the New York Labor Law, and all regulations promulgated pursuant to such laws) and to provide such protection as necessary to protect its workers and the workers of other contractors. In the event that additional safety measures are required, Contractor agrees that it will install or procure such additional safety measurers at its sole expense. To the fullest extent permitted by law, Contractor shall hold harmless, indemnify and defend Warren County, its boards, officers, employees and volunteers against all losses, claims, fines or expenses, including but not limited to attorney's fees, resulting from the enforcement of these laws and for related acts of its officers, employees, subcontractors, suppliers, and materialmen.

The indemnity provided by requirement contained herein shall be in addition to and not in limitation upon any rights of common law indemnity.

GOVERNING LAW

This Agreement shall be governed by the Laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

ENTIRE AGREEMENT

This agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supercedes all prior agreement and understandings, if any.

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 *not to exceed One Thousand Eight Hundred Dollars (\$2, 800)* for the one year period beginning April 1, 2016 and ending March 31, 2017. The Contractor shall be reimbursed for fifty percent (50%) of the actual expenses incurred, by not to exceed One Thousand Eight Hundred Dollars (\$1,800) for the one year period beginning April 1, 2016 and ending March 31, 2017.

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. TRANSPORTATION INSURANCE REQUIREMENTS

Notwithstanding the terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees to obtain/maintain insurance coverage and to effectuate the naming of Warren County, its boards, officers, employees and volunteers as unrestricted additional insureds on the Contractor's insurance policies, with the exception of Worker's Compensation, in accordance with the following;

A. All policies of insurance naming Warren County, its boards, officers and employees as unrestricted additional insureds shall:

i. Be an insurance policy from an A.M. Best Rated Secured New York State licensed insurer;

ii. Contain a thirty (30) day notice of cancellation; and

iii. State that the organizations coverage shall be primary coverage for the municipality, its boards, officers, employees and volunteers.

iv. State the policy affirmatively provides coverage for claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse harassment, or similar sexual misconduct.

v. The municipality shall be listed as an additional insured using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

vi. Insure the Contractor (and additional insureds) for the limits indicated and such coverage shall not be shared with other contractors or third parties as members of or part

of a group or association.

B. The Contractor agrees to indemnify th municipality for any applicable deductibles.

C. Required minimum limits of insurance shall be maintained as follows:

i. Commercial General Liability - \$1,000,000 per occurrence / \$2,000,000 aggregate;

ii. Automobile Liability - \$1,000,000 combined single limit for hired/owned, hired and borrowed and non-owned motor vehicles;

iii. Worker's Compensation - Statutory Workers' Compensation and Employers Liability insurance for all employees; said coverage to be one of the following forms:

(a) WC/DB-100 - Affidavit for New York Entities and any Out of State Entities with No Employees, that New York State Workers' Compensation and /or Disability Benefits Insurance Coverage is not required; OR

WC/DB-100 Affidavit that an Out of State or Foreign Employer Working in New York State Does not require specific New York State Worker's Compensation and/or Disability Benefits Insurance Coverage (Affidavits must be stamped as received by NYS Worker's Compensation Board); OR

(b) C-105-2 - Certificate of Workers Compensation Insurance (the business insurance carrier will send this form to Warren County upon the business' request). [Please note: the state insurance fund provides it's own version of this form, the U-26.3]; OR

(c) SI-12 - Certificate of Workers Compensation Self-Insurance or GSI-105.2 - Certificate of Group Workers Compensation Self-Insurance.

ACORD forms are NOT acceptable proof of worker' compensation coverage.

iv. Contractor shall provide an Umbrella Liability Policy in the amount of \$2,000,000.

v. The limits required for the liability and umbrella policies can vary so long as the aggregate amounts of the liability and umbrella policies equals or exceeds the total of both required coverages.

D. Contractor acknowledges that failure to obtain such insurance on behalf of Warren County, its boards, officers and employees constitutes a material breach of contract and subjects it to a liability for damages, indemnification and all other legal remedies available to the municipality. The Contractor is to provide Warren County with a Certificate of Insurance, evidencing that the above requirements have been met, upon

request and not later than prior to the commencement of work or use of the facilities. The failure of Warren County to object to the contents of the Certificate of the absence of the same shall not be deemed a waiver of any and all rights held by Warren County. In addition to the foregoing, Warren County may, at any time, request a copy of the policies of insurance providing the coverage required herein, and the contractor shall, within ten (10) days furnish copies of said policies.

E. The Municipality is a member/owner of the NY Municipalities 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 NYMIR, as the Municipality's insurer.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective parties.

Agenda is Subject to Change

The next Town Board Meeting will be Wednesday, 5/25/16
at 7:30 P.M. at the Long Lake Town Hall