

**Organizational Meeting of the Town of Lake George 2019
January 2, 2019**

Members Present: Dennis Dickinson, Supervisor
Vinnie Crocitto, Dep. Supervisor, Councilperson
Nancy Stannard, Councilperson
Dan Hurley, Councilperson
Marisa Muratori, Councilperson

Also Present: Deb Foley, Town Clerk, Jenn Farrell, Comptroller, Thom Randall, Adirondack Sun

Town Board Meeting Schedule

Resolution #1-2019, Resolved that the regular meeting of the Town Board of the Town of Lake George shall be held on the second Monday of each month at 6:30 PM at the Town Center, with the exception of those months on which holidays occur on the second Monday at which time the meetings shall be held on the third Monday.

Assignment of Banks for Taxes

Resolution #2-2019, Resolved that the Receiver of Taxes and Assessments deposit in his/her name as Receiver of Taxes and Assessments of the Town of Lake George in the Glens Falls National, Bank Lake George Branch, within 24 hours after receipt, all monies collected by him which are due to the Supervisor. All monies so deposited shall be paid to the Supervisor within 15 days after receipt

Resolution #3-2019, Resolved that the following positions be reappointed:

Assessor	Lori Barber-10/2019-10/2025
Marriage Officer	George LaPoint
Counsels to the Town Board	Miller, Mannix, Schachner, & Hafner Bartlett, Pontiff, Stewart & Rhodes Nate Hall (Stafford Carr and McNally)

Salaries of Officers and Employees

Resolution #4-2019, Resolved that this Board does hereby fix the base salaries of the following officers and employees of the Town of Lake George, for the year beginning January 1, 2019, at the amounts respectively stated in the budget, and that such salaries shall be payable at the stated time interval:

Name	Office	Amount
Dennis Dickinson	Supervisor	\$ 28,546.13
Vincent Crocitto	Councilperson	\$ 10,378.60
Marisa Muratori	Councilperson	\$ 10,378.60
Dan Hurley	Councilperson	\$ 10,378.60
Nancy Stannard	Councilperson	\$ 10,378.60
Brian Reichenbach	Justice	\$ 33,807.43
Michael Stafford	Justice	\$ 33,807.43

Dan Davis	Highway Superintendent	\$ 74,595.46
Linda McMahon	Justice Court Clerk	\$ 37,500.00
Nancy Earl	Justice Court Clerk	\$ 50,515.30
Jennifer Bashant	PT Court Clerk	\$ 35,000.00
Rebecca Coon	Assistant/Highway	\$ 56,116.32
Deborah Foley	Town Clerk/ Registrar of Vital Statistics/ Rec of Taxes	\$ 62,332.61
Dan Barusch	Director of Planning & Zoning & Village Zoning Administrator	\$ 69,733.73
James Martino	Senior Bldg Maint. Mechanic	\$ 74,172.80
Patty McKinney- Schuster	Dep Town Clerk /Dep Receiver of Taxes/ Dep Registrar	\$ 53,146.08
Doug Frost	PT Code Enforcement Asst	\$ 22,024.06
Adele Behrmann	Planning & Zoning Clerk	\$ 40,734.72
Lori Barber	Assessor	\$ 50,000.00
Jenn Farrell	Comptroller	\$ 55,000.00
Kathleen Erceg	Secretary to Supervisor	\$ 41,000.00
Michelle Martino	Deputy Comptroller	\$ 21,840.00
Daniel Bennett	Court Att.	\$ 8,955.44
Margi Mannix	Historian	\$ 3,443.89
Cathy O'Brien	Rec Director YC	\$ 21,899.16
David Grey	Bus/Trolley Driver	\$ 14.00/hr
Tony Calderoni	Bus driver	\$ 14.85/hr
Elizabeth Mastrodomenico	Bus driver	\$ 14.85/hr
Board Chairman P&Z		\$ 50.00/mtg
Planning Bd/Zoning Bd		\$ 45.00/mtg
Jim Mathis	Webmaster	\$ 35.00/hr
Jeff Adams	IT Coordinator	\$ 70.00/hr

Town Clerk Petty Cash Fund

Resolution #5-2019 Resolved that the Town Clerk and Receiver of Taxes is authorized to establish a Petty Cash Fund not to exceed the amount of \$700.00 (Seven Hundred Dollars).

Justice Court Petty Cash Fund

Resolution #6-2019 Resolved that the Justice Court is authorized to establish a petty cash fund not to exceed \$200.00 (Two Hundred Dollars).

Highway Department Purchase Authorization

Resolution #7-2019, Resolved that the Superintendent of Highways is authorized to purchase equipment, tools, and implements without prior approval of the Town Board in an amount not to exceed \$1000.00 (One Thousand Dollars).

Vehicle Mileage Reimbursement

Resolution #8-2019, Resolved that Town employees and officers so authorized to use their personal vehicles for Town business be allowed reimbursement as per Federal Standards for the year being \$0.545 per mile.

Supervisor's Annual Report

Resolution #9-2019, Resolved that in accordance with Section #29, paragraph 10a of the Town Law, the Supervisor shall submit to the Town Clerk within 60 days after the close of the fiscal year, a copy of the report to the State Comptroller, and the Town Clerk shall cause a summary of such report or notice, that a copy of such report is on file and available for inspection and copying, to be published within 10 days after receipt thereof, in the official newspaper of the Town of Lake George.

Official Newspaper Designation

Resolution #10-2019, Resolved that the Post Star and Adirondack Journal/The Sun are hereby designated as the official newspapers of the Town of Lake George.

Depository Designation

Resolution #11-2019, Resolved that in accordance with Section #63, Paragraph 1 of the Town Law, that the Glens Falls National Bank and Trust Company be and hereby designated as depository for all Town funds.

Investment Policy

Resolution #12-2019, Resolved that the Supervisor be empowered to invest funds not immediately required for payment of claims and expenses of Town Government in C D's to be secured in a manner provided by Law; and that the Supervisor is invested with the power to negotiate the best terms of interest and maturity for the benefit of the Town Of Lake George with the Glens Falls National Bank and Trust Company, depository for Town Funds.

Association of Towns Expenses

Resolution #13-2019, Resolved that all actual necessary expenses of any Town Officer attending the Annual Meeting of the Association of Towns of New York State, Inc, to be held in February, 2019, shall be a Town charge.

Association of Towns Delegates

Resolution #14-2019, Resolved that Vinnie Crocitto be and hereby appointed delegate and Dan Hurley be and hereby is appointed alternate to the Annual Meeting of the Association of Towns of New York State, Inc if necessary.

Jury Stenographers

Resolution #15-2019, Resolved that the Town Justices are hereby authorized to hire a stenographer for all jury trials and hearings at prevailing Warren County wage rates.

Highway Department Pay Rates

Resolution #16-2019, Resolved that the base salaries of the Highway, Buildings and Grounds, and Transfer Station Departments employees be set at the following rates for 2019 as adopted in the 2019 Budget:

MEO/Highway, Buildings, Transfer Station	\$ 22.43 – 23.25/hr
Labor/Buildings	\$ 18.91 – 22.92/hr
MEO Mechanic	\$ 27.90/hr
MEO /Water Supt	\$ 27.47
Working Supervisor, Hwy, Bldgs, Sewer	\$ 32.46/hr
Labor/Highway	\$ 16.95
MEO/Auto Mechanic helper	\$ 25.47

School Tax Collection

Resolution #17-2019, Resolved that the Town Board of the Town of Lake George does hereby authorize the Receiver of Taxes and Assessments in the Town of Lake George to collect school taxes of the said Town, the Town of Fort Ann, and Town of Bolton in the Lake George School District #1, for thirty days (30) from September 1st without additional charge, and further,

Resolved that the funds shall be deposited in the Town’s Receiver of Taxes and Assessments bank account, and taxes collected shall be transferred to the schools on a weekly basis during the period of the Warrant, and further,

Resolved, that following the expiration of such thirty-day period, the Receiver of Taxes and Assessments shall collect a fee of 2% for the next thirty-day period, and 3% for the last period, and said fees to be retained by the Town of Lake George.

Employee Bonds

Resolution #18-2019- Resolved that the bonds for the following are established as follows:

Receiver of Taxes and Assessments & Town Clerk	Amount of Warrant less State Lands and Franchises
Deputy Receivers of Taxes and Deputy Town Clerks	\$50,000.00 each
Supervisor	\$100,000.00
Deputy Supervisor	\$100,000.00
Town Justices	\$10,000.00 each
Justice Court Clerk	\$10,000.00 each
Highway Superintendent	\$10,000.00
Comptroller	\$10,000.00

And further Resolved that these bonds be paid under a Public Employee Blanket Bond for the Town of Lake George.

Accounting Firm Designation

Resolution #19-2019, Resolved that L C S and Z, be and hereby is appointed as Accounting firm for the Town of Lake George.

Setting of Medical Insurance Caps for Employees

Resolution #20-2019, Resolved that the per month cap for medical insurance premiums paid by the Town for covered employees be set at \$ 590.00 for individual employees, \$ 1016.88 for employee and spouse, \$ 937.50 for employee and child(ren) and \$ 1308.46 for emp. and family. The medical health insurance buyout will be \$ 2,660.00 for 2019.

Setting of Sick Leave Reimbursement

Resolution 21-2019, Resolved that sick leave reimbursement rate be set at \$ 7.50 per hour for 2018, According to section 803 of the Employee Handbook.

Collective Voting and adoption of Resolutions

Resolution #22-2019, Resolved that Resolutions #1 to 21-2019 be voted on collectively and adopted.

Motion made by Councilperson Muratori, seconded by Councilperson Stannard

All in Favor

Use of Meeting Rooms

Resolution #23-2018, , Resolved that the meetings rooms of the Town Center be available for use by non-profit groups at the discretion of the Town Board and/or the Town Clerk, and further be it resolved that any other group must also have the approval of the Town Board.

Planning Board Chairman and Vice Chairman Appointments

Resolution #24-2019, Resolved that Sean Quirk be and hereby appointed Chairman and Fred Pape appointed Vice Chairman of the Town of Lake George Planning Board for the year 2019.

Zoning Board of Appeal Chairman and Vice Chairman Appointments

Resolution #25-2019, Resolved that Gary Moon be and hereby appointed Chairman and Karen Hanchett appointed Vice Chairman of the Town of Lake George Zoning Board of Appeal for the year 2019.

Permitted Absences for Planning and Zoning Boards

Resolution #26-2019, Resolved that the policy for permitted absences from regularly scheduled meetings of the Board of Appeals and the Planning Board be as follows: four (4) absences per year, or three (3) absences in a row, whichever occurs first. Further absence from meetings shall be cause for removal from the board.

Contract Agreements

Resolution #27-2019, Resolved that the Town Board of the Town of Lake George authorizes the entering of contracts with the many agencies for financial support and/or services rendered. They are as follows:

- a. **Caldwell-Lake George Library**
- b. **Hill View Free Library**
- c. **Lake George Arts Project**
- d. **Lake George Historical Society**
- e. **Lake George Emergency Squad**
- f. **Community Maternity**
- g. **Office of the Aging**
- h. **Lake George Chamber of Commerce**
- i. **Lake George Regional Planning Board**
- j. **Miller, Mannix, Schachner, and Hafner**
- k. **L C S &Z Accounting Firm**
- l. **Chris LaFountain/Computer programs**
- m. **South Warren Snow Mobile Club**
- n. **Steve Burns, Meals on Wheels**
- o. **Greater Glens Falls Transit**
- p. **Jim Fitzgerald, DCO**
- q. **Glens Falls Animal Hospital (Impound)**

General Municipal Law Adoption/ Procurement Policy as adopted on August 3, 2010

Resolution #28-2018, Resolved that the Town Board of the Town of Lake George will adopt General Municipal Law Section 104-B, sections that pertain to the Town of Lake George including Procurement Policy adopted on Feb. 9, 2015

Review of Court Records

Resolution #29-2018, Resolved that the Comptroller of the Town of Lake George shall review the court records for the year 2018.

COMMITTEES FOR THE TOWN

Committee

Deputy Supervisor	Councilperson
Public Works (Highway, Mines & Landfill)	Crocitto
Sewer	Crocitto/Hurley
Water	Dickinson/Stannard
Insurance	Stannard/Hurley
Tourism/Occupancy Tax	Crocitto
Buildings, Grounds, Parks	Crocitto
Planning and Zoning	Hurley/Muratori
Public Safety (Fire Dept, EMS,)	Muratori
Lighting	Hurley
Courts	Stannard
Dog Control	Stannard
Youth Commission	Hurley
Personnel	Crocitto/Stannard
Senior Citizens	Muratori/Stannard
Go Green Comm./Village Relations	Hurley
Library	Muratori
	Stannard

Resolution # 30-2018 –Motion made by Councilperson Crocitto, seconded by Councilperson Stannard, resolved to collectively vote on and adopt resolutions #23 to 29.

All In Favor.

Supervisor Dickinson asked that Jeff Adams contract be added to the minutes.

Information Technology Contractor Agreement

Resolution 31-2019-motion made by Councilperson Muratori, seconded by Councilperson Stannard to accept Technology Contract with Jeff Adams as follows:

**INFORMATION TECHNOLOGY
CONTRACTOR AGREEMENT**

THIS AGREEMENT, dated this 2nd day of January, 2019 between, Town of Lake George, with offices at 20 Old Post Road, Lake George, New York 12845 (“Client”) and

Jeffrey Adams with an address of 85 Mohican Street, Apartment 1, Lake George, New York 12845 (“Contractor”).

The Client will engage the Contractor to provide the Client with the following services (“Services”);

The Contractor will create and manage the yearly Information Technology (IT) budget approved by the Town Board.

THE PARTIES HERETO AGREE AS FOLLOWS: that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client;

The Contractor agrees to provide such services to the Client on the terms and conditions hereto:

SERVICES PROVIDED

1. Responsibly manage the IT Department and provide the following services:
2. Comprehensive IT services, including but not limited to, first line technical support, network and server administration, IT security, print services, procurement of all IT equipment including work stations, software, printers, scanners and all other IT equipment within the scope of the IT budget, with the mutual agreement of Department Heads and following the Town’s procurement policy.
3. Hire and manage vendors and consultants for specific projects or services where necessary within the scope of the IT budget including other Board approved services or projects.
4. As an IT Manager, report and work closely with the Town’s duly appointed Technical Officer, generally discussing management and maintenance of the IT department and related services and equipment.
5. The services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such services to the Client.

TERMS OF AGREEMENT

6. The terms of this Agreement (“Term”) will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated, as provided in this Agreement.
7. In the event either party wishes to terminate this Agreement, the party wishing to terminate will be required to provide thirty (30) days written notice to the other party. In addition, the Client will be required to obtain approval from both the Board and the Technical Officer if the Client wishes to terminate this Agreement.
8. Except as otherwise provided in this agreement the obligations of the Contractor will end upon the termination of this Agreement

PERFORMANCE

9. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

10. Except as otherwise provided in this Agreement, all monetary amounts referred to in this agreement are in U.S. Dollars.

COMPENSATION

11. The Contractor will charge the Client for the Services at the rate of \$70.00 per hour (“Compensation”) and will not exceed the IT Department budget, with the exception of any unsuspected contingencies or emergencies in which case the town board would have to approve any additional compensation or necessary expenses.

12. The Client will be invoiced every week with a detailed work order.

13. Invoices submitted by the Contractor to the Client are due within thirty (30) days of receipt.

14. The Contractor will be reimbursed for any expenses incurred in connection with providing the Services of this Agreement that have been mutually agreed upon by the Contractor and the Technical Officer not to exceed budgeted amount.

CONFIDENTIALITY

15. Confidential information (“Confidential Information”) refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

16. The Contractor agrees that they will not disclose, divulge, reveal, report or use for any purpose, any confidential information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

RETURN OF PROPERTY

17. Upon expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

18. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required, to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, worker’s compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for

paying, and complying with reporting requirements for all local, state and federal taxes related to payments made to the Contractor under this Agreement. The Client is not responsible for paying FICA, unemployment Compensation, Social Security, worker's compensation, insurance premium, profit-sharing, pension or any other employee benefit to the Contractor during the term.

NOTICE

19. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

Town of Lake George
20 Old Post Road
Lake George, NY 12845
Attn: Supervisor

Jeffrey Adams
85 Mohican Street
Apt. 1
Lake George, NY 12845

MODIFICATION OF AGREEMENT

20. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME IS OF THE ESSENCE

21. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

22. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without prior written consent of the Client.

ENTIRE AGREEMENT

23. It is agreed that there is no representatives, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

TITLES AND HEADINGS

24. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

25. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include feminine and vice versa.

GOVERNING LAW

26. This Agreement will be governed by and construed in accordance with the laws of the State of New York.

**Resolution 32-2019-Motion made Councilperson Muratori, seconded by Councilperson Crocitto,
Resolved, that Supervisor Dickinson is allowed to sign Technology Contract with Jeff Adams
All in Favor**

**Resolution 33-2019-Motion made by Councilperson Muratori, seconded by Councilperson Stannard to appoint Supervisor Dickinson as Tech Representative.
All in Favor**

Minutes respectfully submitted by:

**Deb Foley, RMC
Town Clerk**