

Town Board Meeting held March 14, 2022 at 6:00 P.M. at the Town Hall in Schroon Lake N.Y.

Present:

Town Supervisor: Meg Wood

Councilpersons: Richard Gero, Ethan Thompson, Lynn Donaldson and
Leanna Welch

Highway Superintendent: Dana Shaughnessy

Town Clerk: Patricia Savarie

Also Present: Albert May, Joseph and Diane Cardinale, Lyle Hartwell,
Austin Hartwell, Sue Palisano

Supervisor Wood called the meeting to order at 6:00 P.M. with a pledge to the Flag.

Resolution #49 Approve Joseph Cardinale request to go in front of the Planning Board

Councilman Thompson moved a resolution to approve Joseph Cardinale request to go in front of the Planning Board to change zoning classification of property located on the east side of Route 9 north of the hamlet, tax map # 136.3-2-40.120, seconded by Councilman Gero; carried.

Resolution # 50 Approve Vouchers

Councilman Thompson moved a resolution to pay the bills as reviewed, seconded by Councilwoman Welch; carried. (Councilwoman Donaldson abstained)

General Fund \$41,674.81 Sewer \$12,097.85 Water \$5229.70 Highway \$48,715.07

Resolution #51 Approve 2021 Annual Update Document (AUD) to be filed with the NYS

Comptroller's Office

Councilman Gero moved a resolution to accept the 2021 AUD to be filed with the NYS Comptrollers Office, seconded by Councilwoman Donaldson; carried.

RESOLUTION #52 Approve 1/01/2022 - 12/31/2022 Intermunicipal Agreement with Warren County Sheriff's Department to patrol that portion of Schroon Lake within Essex County 4 days a week subject to Warren County's law enforcement resources and emergency situations

Councilman Gero moved a resolution to approve the 2022 Intermunicipal Agreement with Warren County Sheriff's Department to patrol that portion of Schroon Lake within Essex County 4 days a week subject to Warren County's law enforcement resources and emergency situations in the amount of \$4000.00, seconded by Councilwoman Welch; carried.

INTERMUNICIPAL AGREEMENT

THIS INTERMUNICIPAL AGREEMENT is made by and between, **TOWN OF SCHROON**, a municipal corporation duly organized and existing under the laws of the State of New York with principal offices located in Schroon Lake, Essex County, New York (hereinafter referred to as "Town"); and **WARREN COUNTY**, with principal offices located in Lake George, Warren County, New York (hereinafter referred to as "Warren County"); and **ESSEX COUNTY SHERIFF'S DEPARTMENT**, a department of Essex County with Principal offices located in Lewis, Essex County, New York (hereinafter referred to as "EssexCounty").

W I T N E S S T H:

WHEREAS, the Town desires to have a boat patrol law enforcement services on Schroon Lake; and

WHEREAS, by Intermunicipal Agreement among the parties hereto and dated January 1, 2011, it was agreed that for certain consideration Warren County would furnish boat patrol law enforcement services on the portion of Schroon Lake located within Essex County upon certain terms and conditions specified in said Intermunicipal Agreement and the parties hereto desire to renew and continue said Intermunicipal Agreement for an additional term, and

WHEREAS, in order to promote the health, safety and welfare of persons using Schroon Lake, the parties hereto desire to continue the Intermunicipal Agreement pursuant to General Municipal Law Article 5-g with respect to the provision by Warren of boat patrol law enforcement services on the portion of Schroon Lake located within Essex County.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Warren County agrees to provide and furnish boat patrol law enforcement services on the portion of Schroon Lake located within Essex County, and will endeavor to furnish such services four (4) days per week subject to Warren's law enforcement resources and emergency situations.
2. The Town agrees to pay to Warren County the sum of Four Thousand Dollars (\$4,000) per year for providing and furnishing such services, which Warren County agrees to accept as full payment of its actual and necessary expenses in providing and performing such services during each year of this agreement. The annual payment shall be made on or before September 1st of each year.
3. Essex County expressly agrees that the Warren County Deputy Sheriffs assigned by Warren County to provide and perform boat patrol law enforcement services under this agreement shall be appointed and designated special deputies of the Essex County Sheriff's Department.
4. The parties agree to cooperate with and assist each other in the carrying out and performance of this agreement.
5. Warren County agrees to defend, indemnify and hold harmless Essex County from any claim or cause of action which may arise out of Warren's performance of this agreement and/or negligence; and Essex County agrees in a like manner to defend, indemnify and hold harmless Warren from any claim or cause of action which may arise out of Essex's performance of this agreement and/or negligence.

6. Each party to this agreement shall be responsible for maintaining its own liability insurance coverage. However, the parties may agree to jointly procure and carry liability insurance covering the parties as named insured, and in such event the costs of such insurance shall be paid equally by the parties.

7. The term of this agreement shall on January 1, 2022 and terminate on December 31, 2022, with the option for four additional one year terms upon mutual agreement of the parties. The failure of either party to exercise any of its rights under this agreement for a breach therefore shall not be deemed a waiver of such rights or a waiver of any subsequent breach.

8. Either party may terminate this Agreement with or without cause at any time or for convenience upon thirty (30) days written notice.

9. Should the parties deem it necessary or the situation warrant it, communications and/or notice shall be deemed given sufficiently for purposes of this Agreement, if the same are committed to written form and delivered respectively to:

**Warren County Sheriffs Dept., Town of Schroon Supervisor,
Essex County Sheriff's Dept.**

10. This agreement may not be assigned, in whole or in part, by the parties without prior approval by the County in writing and signed by a duly authorized representative. Consent shall not limit County's right to enforce this provision on assigned parties.

11. This agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be original and all of which shall constitute one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

12. Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of New York and brought exclusively before the United States District Court for the Northern District of New York or the appropriate State court located within the County of Warren.

13. This is the entire Agreement of the parties and cannot be changed or modified except by mutual written agreement and signed by a duly authorized representative of the County. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect.

RESOLUTION #53 Approve Independent Contractor Agreements and Scope of Work for new Town Website

Councilwoman Donaldson moved a resolution to approve an Independent Contractor Agreement with Gabriel Palisano and Scope of Work for a new Town Website in the amount of \$2500.00, seconded by Councilman Gero; carried.

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (hereinafter the "Agreement") is entered into as of March 15, 2022 by and between the **TOWN OF SCHROON** with its principal place of business at 15 Leland Ave, Schroon Lake, NY 12870 (hereinafter the "CLIENT") and **GABRIEL M. PALISANO** of 939 Putnam Ave, Brooklyn, NY 11221 (hereinafter the "CONTRACTOR").

FACTS

The Client, a municipal government entity, is in need of a website that provides easy access to timely information, documents, forms and services available in the Town of Schroon, NY and will create an updated, positive online presence for the Town. Contractor holds a Master's degree in Library and Information Science from Pratt Institute and his current position involves both web development and backend administration. Based upon this skill set, Contractor will design and develop a new Town of Schroon website that will incorporate current web design standards, better organize and present the Client's resources and services, provide a platform for communication with residents and visitors, and allow users to more easily access local information.

AGREEMENT

In consideration of the facts above, the parties agree as follows:

1. **Term of Agreement.** This Agreement shall become effective as of March 15, 2022 and will terminate August 31, 2022 unless sooner terminated by either party, with or without cause, for any reason whatsoever, upon 30 days' written notice. In addition, this Agreement may be terminated by the Client immediately upon written notice to Contractor in the event Contractor is not performing in compliance with the Description of Work, in the event performance is unsatisfactory to the Client's standards, in the event Contractor fails to meet any reasonable deadlines established by Client or in the event of any breach of the contract's provisions. Upon termination of this Agreement for any reason, Contractor shall be entitled to payment for all work completed by Contractor prior to the date of Notice of Termination.
2. **Independent Contractor Status.**
 - a. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Client and the Contractor. Both parties acknowledge that the Contractor is not an employee for federal or state tax purposes. The Contractor shall retain the right to perform services for others during the term of this Agreement. Contractor will not be eligible for any Client employee benefits. Contractor acknowledges that it makes this waiver knowingly and voluntarily.
 - b. The Contractor hereby waives any right to recover Workers' Compensation loss from the Client as Contractor is an individual working as an independent contractor and not solely employed by the Client.
3. **Services to be Performed by Contractor.** The Client retains Contractor to perform consulting services for the Client specified on the Description of Work attached hereto as Exhibit A (the "Services"). The Scope of Work is incorporated by reference. In consideration for the Services, the Client shall pay Contractor the fee set forth on Exhibit A.
 - a. **Method of Performing Services.** Contractor shall use Contractor's own discretion in performing the tasks assigned, subject to the general direction of the Client and subject to the express condition that Contractor shall at all times comply with applicable law.
 - b. **Invoices.** An Invoice will be submitted for the full fee upon satisfactory completion of the project and acceptance by the Client. All compensation due to Contractor under the terms of this Agreement shall be paid no later than thirty (30) days after submittal of the Contractor's invoice.
 - c. **Place of Work.** The parties agree that all services will be performed offsite at the Contractor's location.
4. **Indemnification of Liability.** The Contractor shall indemnify and hold the Client harmless against any and all liability imposed or claimed, including attorneys' fees and other legal expenses, arising directly or indirectly from any negligent or intentional wrongful act or failure to act of the Contractor.
5. **Assignment.** Neither this Agreement or any duties or obligations under this Agreement may be assigned by the Contractor without the prior written consent of the Client.
6. **State and Federal Taxes.** As Contractor is not Client's employee, Contractor is responsible for paying all required state and federal taxes. In particular:
 - Client will not withhold FICA (Social Security) from Contractor's payments;
 - Client will not make state or federal unemployment insurance contributions on behalf of Contractor;
 - Client will not withhold state or federal income tax from payment to Contractor;
 - Client will not make disability insurance contributions on behalf of Contractor;
 - Client will not obtain workers' compensation insurance on behalf of Contractor.

The Contractor will indemnify and hold the Client harmless from and against any tax liabilities imposed on the Client by any governmental authority as a result of Contractor's failure to pay income taxes on consulting payments made by Client to Contractor hereunder.

7. **Obligations of Client.** The Client agrees to comply with all reasonable requests of the Contractor and provide access to all materials and documents reasonably necessary to the performance of the Contractor's duties under this Agreement.
8. **Ownership of Works.** All work produced in whole or in part by Contractor in the course of the relationship hereunder shall be the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest in and to the Works, including but not limited to all copyrights (including audiovisual copyrights), and other proprietary rights therein.
9. **Disputes**
 - A. **Negotiation.** The parties will attempt in good faith to resolve any controversy, dispute, claim or question arising out of or in relation to this Agreement, including, without limitation, its interpretation, performance, or non-performance, by either party, termination, or any breach thereof (collectively, the "Controversy") promptly by negotiation between designated representatives of the parties who have authority to settle the controversy and who do not have direct responsibility for administration of this Agreement.
 - B. **No Litigation.** This Dispute Resolution Process shall be the sole and exclusive means of resolving any Controversy.
 - C. **Legal Fees; No Punitive Damages or Penalties**

.If either party seeks arbitration under this Agreement or judicial relief in respect of this Agreement, the arbitrator shall not be entitled to award any punitive damages or penalties to either party, nor to do anything other than remedy the direct economic consequences arising from the Controversy.

Discussion on Sewer Department purchase of Low Profile Heavy Duty Dump Trailer

Councilman Thompson made a motion to table the discussion on the Sewer Department purchase of Low Profile Heavy Duty Dump Trailer until they can talk to Brian Ritching on why he needs the trailer, seconded by Councilman Gero; carried.

RESOLUTION #54 Approve Santore's Contract for 2022 Fireworks

Councilwoman Welch moved a resolution to hire Santore's World Famous Fireworks, LLC for July 4, 2022 in the amount of \$10,250.00 and September 3, 2022 in the amount of \$6,000.00, seconded by Councilman Thompson; carried.

RESOLUTION #55 Approve SLCS Class of 2025 to hold a fundraising Golf Tournament on Saturday June 4, 2022

Councilman Gero moved a resolution to approve SLCS Class of 2025 to hold a fundraising Golf Tournament on Saturday June 4, 2022, seconded by Councilwoman Donaldson; carried.

Resolution #56 Volunteer Codes Assistant

Supervisor Wood moved a resolution in appreciation to have Lynn Donaldson volunteer her time to help Jon Senecal out with the Short Term Rental applications, seconded unanimously; carried.

Discussion on Beach Concession

Supervisor Wood stated we need to look at the contract and specifications for the Beach Concession. We are not sure we will get any bids and we may want to change the bid price and consider not having someone there seven days a week. Councilman Gero stated can we contact the food trucks in the area. Sue Palisano stated none of them want to commit because they follow a circuit and are in different places on different days. Councilwoman Welch stated maybe we could consider the kids at the school do a fund raiser for their class. Supervisor Wood stated will they have the stamina to keep it up all summer. Sue Palisano stated maybe do different vendors on different days and pay different amounts to be there. Councilman Gero stated why can't we advertise and depending on what we get we can negotiate with them and maybe there is a business in Town that might want to expand and it would help advertise for their main business as well. Councilman Gero stated if we could find a Veteran owned business they like to stay in one spot. Patricia Savarie stated that other Towns have vendors come through and stop for awhile and move on, like the Ice Cream Truck. Supervisor Wood stated we need to advertise it and see what we get. Councilwoman Donaldson stated maybe the Lions Club would want to do it. Supervisor Wood stated she will ask. Councilman Gero stated we need to ask at the next Chamber meeting if any local businesses would be interested.

Discussion on Lifeguards, Youth Employment

Supervisor Wood stated we need summer help and hopefully some of them come back. We have to deal with the issue of wages and from what I see the going rate is \$15.00 and hour. Councilwoman Donaldson stated she thought they were paid a lot more then that and if someone is coming back from last year would we give them the same? Councilwoman Wood stated depending on there qualifications and this would just be a starting pay. Councilwoman Donaldson stated the school will be having a job fair on the 4th of May. Supervisor Wood stated yes we are going to the Job Fair and offer jobs. Councilman Gero stated maybe we can find retired people

who would like to help out at the Golf Course. Supervisor Wood stated we need to advertise and get the wages up to \$15.00 an hour and a job description.

Discussion on Use of American Rescue Plan Act (ARPA) Funds

Supervisor Wood stated we need to be thinking how we are going to spend our ARPA fund, this is the COVID money. There are only certain things we can spend it on. It is a good source of money for Sewer and Water projects and also possible drainage, bridges and culverts for Highway. The bookkeeping for this is going to be a lot so if we can keep it to two projects it would be good. We are receiving around \$200,000.00. Councilman Gero suggested we meet with Billy Jenks, Brian Ritching and Dana Shaughnessy to get their input on projects coming up. Councilman Thompson stated keep in mind this is taxpayer's money and it should help everyone in the Town, with Water and Sewer that only helps out a select few. Supervisor Wood stated we need then to look at long term projects and the cost of everything is going up daily. Councilman Thompson suggested doing a percentage on a project such as 80% for Rogers Brook Project and 20% for something else. Councilman Gero suggested fencing around the Water Tower that we know we have to do by law. Supervisor Wood stated she will ask to meet with Dana, Billy and Brian on their thoughts for projects and the Board needs to be thinking what they would like to do within the guidelines.

Discussion on setting a date to discuss Comprehensive Plan

Supervisor Wood stated we need to have a workshop to discuss the Comprehensive Plan and have a workshop on it and come up with a structure of what we want to do. I would like to do it after we get the current Handbook Issues resolved. Councilman Thompson stated that Roger Friedman wanted to have a big leadership role in this. Supervisor Wood will check with Roger to see if he can meet later in the spring on this. Our Comprehensive Plan should be working hand and hand with our zoning. We need to get together with our Zoning Board for their suggestions.

Discussion on Rogers Brook Sewer Project Update

Supervisor Wood stated that she would like Anna Reynolds and Jessica DesLauriers come down and meet with us to reapply for the grant. Councilman Thompson stated that this

means we would have to wait another year for funding and are we willing to do that. Supervisor Wood stated we need to get the application going and received an e-mail today from Rob Wicks stating: “I suggest you modify the scope design of the project from the current replacement in kind approach, which did not score high as the main pipe would stay in the brook to connecting the section of the main pipe that is in front of the buildings, if the cost allows the project to be viable, this might increase scoring for removing the pipe from the brook.” Councilman Gero stated the bridge has been put out until 2023 now so this may work in our favor. I asked for a confirmation from DOT on this. We need to schedule this soon and during the day to meet with them all.

Resolution #56 Approve Park Staircase Design

Councilman Thompson moved a resolution to approve the design for the stairs at the beach with in kind services to be done as much as possible, seconded by Councilman Gero; carried.

Discussion on Emerson Road Repair Status

Supervisor Wood stated the status of the road repair at Emerson Road is that FEMA has turned there part of the project over to New York State and wait on the next step.

Resolution #57 Special Town Board Meeting for Employee Wages/ Benefits

Councilman Welch moved a resolution to approve a Special Town Board Meeting for Tuesday, March 22, 2022 at 1:00 P.M., to discuss the Employee Handbook and wages, seconded by Councilman Thompson; carried.

SPECIAL TOWN BOARD MEETING

TUESDAY, MARCH 22, 2022
AT 1:00 P.M.

TO DISCUSS EMPLOYEE HANDBOOK AND WAGES

Resolution #58 Approve Dog Control Annual Report

Councilwoman Welch moved a resolution to accept the 2021 Dog Control Annual Report, seconded by Councilwoman Donaldson; carried.

Special Thanks to Raymond Shields for a great job as Crossing Guard

Councilman Gero stated he would like to thank Raymond Shields for doing a great job as School Crossing Guard and snow removal out the areas where the children cross and for always being there helping out, the children really enjoy him.

Councilman Thompson made a motion to adjourn at 7:44 P.M., seconded by Councilwoman Donaldson; carried.

I, Patricia J. Savarie, do hereby certify the foregoing to be a true and correct transcript from the minutes now on file in my office and of the whole such original minutes.

Dated: March 25, 2022_____

Town Clerk