

**Town of Northumberland
Town Board Meeting
February 8, 2018**

The Regular Monthly Meeting of the Northumberland Town Board was called to order @ 7:10 PM by Supervisor Willard Peck. Following the salute to the flag, roll call was taken. Those attending included Supervisor Willard Peck; Councilman Paul Bolesh; Councilman John DeLisle and Councilwoman Patricia Bryant. Councilman George Hodgson was absent. Also attending was Clerk Denise Murphy and Building and Zoning Administrator Richard Colozza.

Public Participation

There were no comments from the Public

Approval of Minutes

1. Councilman John DeLisle made a motion to approve the minutes of the January 11, 2018 Organizational Meeting. Councilwoman Patricia Bryant seconded the motion. All in favor, motion carried.
2. Councilman Paul Bolesh made a motion to approve the minutes of the January 11, 2018 Regular Monthly Meeting. Councilman John DeLisle seconded the motion. All in favor, motion carried.

Correspondence

1. Dog Control Officer Ed Cross submitted his 2017 Dog Control Report. Mr. Cross answered 43 calls; brought 6 dogs to the Animal Shelter; issued 20 warnings; issued 2 Summons and addressed 6 bite cases.
2. Dog Control Officer Ed Cross submitted his January 2018 Dog Control Report. Mr. Cross answered 6 complaints; brought 1 dog to the Animal Shelter; issued 1 warning and had 1 dog bite case.
3. Moreau Emergency Squad provided their call out list for 2017. Moreau Emergency Squad answered 229 calls for the Town of Northumberland's Ambulance District #1.
4. Supervisor Willard Peck stated that both Town Attorney Douglas Ward and himself were still working with Time Warner/Spectrum regarding adding cable service in the Town of Northumberland.

Old Business

1. Local Law #1 of 2018: Supervisor Willard Peck stated that the Town Board held a Public Hearing early tonight to receive the public's comments on Local Law #1 of 2018. Supervisor Peck stated that the amendment to Local Law #2 of 2008 is to delete the wording regarding a 10 year limit for Cold War Veterans. The new Local Law states the exemption authorized shall apply to qualifying owners of qualifying real property for as long as they remain qualifying owners. If the Town Board does not adopt Local Law #1 of 2018 the exemption for Cold War Veterans will end March 1, 2018.

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Councilman Paul Bolesh introduced Resolution # 33 of 2018 –

WHEREAS, the Town Board of the Town of Northumberland held a Public Hearing @ 7:00 PM on proposed Local Law #1 of 2018, be it

RESOLVED, the Northumberland Town Board adopts Local Law #1 of 2018

Councilwoman Patricia Bryant seconded the introduction of Resolution #33 of 2018.

Supervisor Willard Peck – “Aye”

Councilman Paul Bolesh – “Aye”

Councilman John DeLisle – “Aye”

Councilwoman Patricia Bryant – “Aye”

Resolution #33 of 2018 Adopted

2. RFP’s for Transfer Station. Supervisor Willard Peck reported that the Town of Northumberland received two (2) bids regarding the Transfer Station.

Waste Connections – Declined submitting a formal bid.

Casella Waste:

Part “A” Waste Service

Thirty (30) cubic yard roll off container for solid waste

On call service

Haul rate - \$110.00/each haul/per container

No rental

Additional roll offs will be offered at the same rates

Part “B” Recycling Service

Commingled cardboard/paper – One (1) Ten (10) yard front load container

1 x week pick up

\$90.00/per month

Additional Ten (10) cubic yard front load container 1 x week pick up will be offered at the same rate of \$90.00/per month

Zero Sort Recycling (single stream) – Twenty Five (25) Ninety-Six (96) gallon totes 1 x week pick up

\$125.00/per month

Additional Ninety-Six (96) gallon totes will be offered at \$5.00/per unit.

Councilman John DeLisle introduced Resolution #34 of 2018 –

WHEREAS, on February 7, 2018 Casella Waste Management Inc., submitted a signed bid to the Town of Northumberland to complete Waste and Recycling Service at the Transfer Station located at 392 Peters Road as follows:

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Part "A" Waste Service

Thirty (30) cubic yard roll off container for solid waste

On call service

Haul rate - \$110.00/each haul/per container

No rental

Additional roll offs will be offered at the same rates

Part "B" Recycling Service

Commingled cardboard/paper – One (1) Ten (10) cubic yard front load container

1 x week pick up

\$90.00/per month

Additional Ten (10) cubic yard front load container 1 x week pick up will be offered at the same rate of \$90.00/per month

Zero Sort Recycling (single stream) – Twenty Five (25) Ninety-Six (96) gallon totes

1 x week pick up

\$125.00/per month

Additional Ninety-Six (96) gallon totes will be offered at \$5.00/per unit.

WHEREAS, the Town of Northumberland Town Board, at their Regular Monthly Meeting held on February 8, 2018 opened all sealed bids for the Waste and Recycling Service at the Transfer Station located at 392 Peters Road and determined that Casella Waste Management Inc. was the lowest, responsible bidder,

BE IT RESOLVED, the Town of Northumberland Town Board resolves to accept Casella Waste Management Inc.'s Waste and Recycling Service Bid and to authorize the Town Supervisor to execute a contract in accordance with this resolution, and be it further

RESOLVE, this Agreement will be effective March 1, 2018 and stay in effect until such time as either party determines to discontinue this contract on thirty days written notice to the other party.

Councilwoman Patricia Bryant seconded the introduction of Resolution of Resolution #34 of 2018.

Supervisor Willard Peck – "Aye"

Councilman Paul Bolesh – "Aye"

Councilman John DeLisle – "Aye"

Councilwoman Patricia Bryant – "Aye"

Resolution #34 of 2018 Adopted

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3. Fuel Bids: Supervisor Willard Peck stated that the Town of Northumberland solicited bids for Diesel and Unleaded fuel for 2018. The following bids were received:

Ray Energy: \$.12 per gallon firm differential (Unleaded Regular Gasoline)

John Ray: \$.12 per gallon firm differential (On-Road Diesel) with a 500 gallon double wall tank with Dispenser and meter to remain on site.

Councilwoman Patricia Bryant introduced Resolution #35 of 2018 –

WHEREAS, the Town of Northumberland solicited bids for Unleaded Fuel and Diesel/Blend Fuel for 2018, be it

RESOLVED, that the Town of Northumberland awards the Unleaded Fuel to Ray Energy Corp as outlined in their bid dated February 7, 2018 and be it further

RESOLVED, that the Town of Northumberland awards the Diesel/Blended to John Ray & Sons as outlined in their bid dated February 8, 2018.

Councilman John DeLisle seconded the introduction of Resolution # 35 of 2018.

Supervisor Willard Peck – “Aye”

Councilman Paul Bolesh – “Aye”

Councilman John DeLisle – “Aye”

Councilwoman Patricia Bryant – “Aye”

Resolution # 35 of 2018 Adopted

4. Sewer Pumping Bids: Supervisor Willard Peck stated that Town of Northumberland solicited bids for the pumping of sewer tanks in Sewer District #1. The following bids were received:

Morning Star: \$226.00 per 1,000 Gallons

EarthCare: \$149.50 per 1,000 Gallons

Spa Setic \$185.00 - 1,000 Gallon; \$350.00 – 2,000 and \$75.00 Digging Fee

Stone Septic: \$215.00 per 1,000 Gallons

Councilwoman Patricia Bryant introduced Resolution # 36 of 2018

WHEREAS, the Town of Northumberland solicited bids for the pumping of sewer tanks in Sewer District #1, Highway Garage and Town Hall, and

WHEREAS, the Bid must include the cost for digging up tanks for pumping and extra hoses that may be needed, and

WHEREAS, the Bid must reflect prevailing wages,

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RESOLVED, the Northumberland Town Board awards the bid for pumping of septic tanks in Sewer District #1, Highway Garage and Town Hall to EarthCare in the amount of \$149.50 per 1,000 gallon, and be it further

RESOLVED, the bid will be in effect from February 9, 2018 to December 31, 2018, and be it further

RESOLVED, EarthCare must provide proof of prevailing wages for any employee along with Certificate of Insurance and proof of Workmen's Comp.

Councilman John DeLisle seconded the introduction of Resolution # 36 of 2018.

Supervisor Willard Peck – "Aye"

Councilman Paul Bolesh – "Aye"

Councilman John DeLisle – "Aye"

Councilwoman Patricia Bryant – "Aye"

Resolution #36 of 2018 Adopted

New Business

1. Moreau Emergency Squad: Town Attorney Douglas Ward provided the Town Board Members a 2018 Agreement between Moreau Emergency Squad and the Town of Northumberland regarding Ambulance District #1 for the Town Board's approval.

Councilman Paul Bolesh introduced Resolution #37 of 2018 -

This Agreement made and dated as of January 1, 2018, between the **Town of Northumberland**, Saratoga County, New York, hereinafter designated as the **TOWN**, and **Moreau Emergency Squad Inc.**, a not-for-profit corporation duly organized under the laws of the STATE of New York, and having its principal office at 1583 Route 9, in the Town and Country of Saratoga, State of New York, which corporation is a duly organized volunteer emergency squad, hereinafter designated as the **SQUAD**;

Witnesseth:

That pursuant to Section 122-b of the General Municipal Law of the State of New York, the parties do mutually agree as follows:

1. That the **SQUAD**, at its own expense and upon its own responsibility, agrees to provide and maintain ambulances and necessary equipment, and to organize within its membership an emergency relief squad which shall be trained to operate such ambulances and to render such aid to injured and sick persons as is normally required of ambulance personnel, and to provide emergency ambulance service at any hour of the day or night, during the term of this contract, within that portion of the Town of Northumberland bounded and described as follows:

All that portion of the Town of Northumberland bounded and described as being west of the Hudson River and southerly and easterly of the Callahan Road, Lindsay Hill Road, Colebrook and Duncan Road, including Callahan and Duncan Roads.

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2. That in consideration of the agreement to provide emergency ambulance services as specified above, the **TOWN** agrees to pay to the **SQUAD** the sum of **Eighty Four Thousand Seven Hundred and Forty Three Dollars (\$84,743.00)** as payment for the ambulance service to be provided. The **SQUAD** agrees to accept the sum of **Eighty Four Thousand Seven Hundred and Forty Three Dollars (\$84,743.00)** as payment for the ambulance services to be provided, and:

a). It is hereby mutually covenanted and agreed that the relation of **SQUAD** to the **TOWN** under this agreement shall be that of an independent contractor and shall not be exclusive;

b). No facilities or equipment have been or shall be provided by **TOWN**;

c). The **TOWN** hereby authorizes **SQUAD** to impose upon each user of the ambulance reasonable fees or charges. Such fees or charges are in conjunction with the amount of this agreement and are received together with the amounts paid by the **TOWN** and all such fees or charges are and shall be the property of the **SQUAD**. Such fees or charges shall be billed directly to the user and the user's insurance carrier, in such instances that the user's insurance contract so provides for such direct payment, so long as a copy of said bills also sent to the user. **SQUAD** shall keep proper records and accounts of all monies received. Nothing herein contained shall be construed to prevent **SQUAD**

from soliciting and accepting donations and from conducting fund-raising activities to assist in defraying it's operating and capital expense.

d). Any prior agreement entered into between the **TOWN** and **SQUAD** is hereby amended to conform with the language contained herein to condone and permit the **SQUAD** to continue to act as an independent contractor, not be exclusive, and to impose fees or charges and to bill for same and to retain the proceeds now and as it has done for many years since it began billing users.

3. The **SQUAD** agrees to procure and keep in force during the period of this agreement, policy or policies of liability insurance including the **TOWN** as an Additional Named Insured protecting said **TOWN** with limits of at least \$100,000.00 and \$300,000.00 for personal injuries and with property damage coverage in at least the sum of \$25,000.00. The **SQUAD** agrees to indemnify and save harmless the **TOWN** from any and all claims arising out of the operation of said ambulance service pursuant to as above set forth.

The term of this agreement shall be from the date thereof January 1, 2018 through and including December 31, 2018.

In *Witness Thereof*, the **TOWN** has caused this instrument to be executed by its Supervisor by authority of a resolution of the Town Board of the Town of Northumberland, dated **February 8, 2018** and the **SQUAD** has caused this instrument to be executed by its duly authorized officer and its seal to be affixed pursuant to an order of the Board of Directors of said corporation.

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Councilman John DeLisle seconded the introduction of Resolution #37 of 2018 –

Supervisor Willard Peck – “Aye”

Councilman Paul Bolesh – “Aye”

Councilman John DeLisle – “Aye”

Councilwoman Patricia Bryant – “Aye”

Resolution # 37 if 2018 Adopted

2. Wilton Emergency Squad: Town Attorney Douglas Ward provided the Town Board Members a 2018 Agreement between Wilton Emergency Squad and the Town of Northumberland regarding Ambulance District #2 for the Town Board’s approval.

Councilman John DeLisle introduced Resolution #38 of 2018

AGREEMENT

THIS AGREEMENT made and dated as of January 1, 2018, between the **TOWN OF NORTHUMBERLAND**, Saratoga County, New York, hereinafter designated as the **TOWN**, and the **WILTON EMERGENCY SQUAD INC.**, a not-for-profit corporation duly organized under the laws of the State of New York, and having its principal office at 1 Harran Lane Saratoga Springs NY, in the Town and County of Saratoga, State of New York, which corporation is a duly organized volunteer emergency squad, hereinafter designated as the **SQUAD**;

Witnesseth:

That pursuant to Section 122-b of the General Municipal Law of the State of New York, the parties do mutually agree as follows:

1. That the **SQUAD**, at its own expense and upon its own responsibility, agrees to provide and maintain ambulances and necessary equipment, and to organize within its membership an emergency relief squad which shall be trained to operate such ambulances and to render such aid to injured and sick persons as is normally required of ambulance personnel, and to provide emergency ambulance service at any hour of the day or night, during the term of this contract, within that portion of the Town of Northumberland bounded and described as follows:

All that portion of the Town of Northumberland bounded and described as being west of the Hudson River and southerly and easterly of the Callahan Road, Lindsay Hill Road, Colebrook and Duncan Road, including Callahan and Duncan Roads.

2. That in consideration of the agreement to provide emergency ambulance services as specified above, the **TOWN** agrees to pay to the **SQUAD** the sum of **One Hundred Twenty Three Thousand Five Hundred Nine (\$123,509.00.00) Dollars** as payment for ambulance service to be provided. The

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SQUAD agrees to accept the sum of the sum of **One Hundred Twenty Three Thousand Five Hundred Nine (\$123,509.00) Dollars** as payment for the ambulance services to be provided, and:

- a). It is hereby mutually covenanted and agreed that the relation of **SQUAD** to the **TOWN** under this agreement shall be that of an independent contractor and shall not be exclusive;
- b). No facilities or equipment have been or shall be provided by **TOWN**;
- c). The **TOWN** hereby authorizes **SQUAD** to impose upon each user of the ambulance reasonable fees or charges. Such fees or charges are in conjunction with the amount of this agreement and are received together with the amounts paid by **TOWN** and all such fees or charges are and shall be the property of the **SQUAD**. Such fees or charges shall be billed directly to the user and the user's insurance carrier, in such instances that the user's insurance contract so provides for such direct payment so long as a copy of said bill is also sent to the user. **SQUAD** shall keep proper records and accounts of all monies so received. Nothing herein contained shall be construed to prevent **SQUAD** from soliciting and accepting donations and from conducting fund-raising activities to assist in defraying its operating and capital expense.
- d). Any prior agreement entered into between the **TOWN** and **SQUAD** is hereby amended to conform with the language contained herein to condone and permit the **SQUAD** to continue to act as an independent contractor, not be exclusive, and to impose fees or charges and to bill for same and to retain the proceeds now and as it has done for many years since it began billing users.

3. The **SQUAD** agrees to procure and keep in force during the period of this agreement, policy or policies of liability insurance including the **TOWN** as an Additional Named Insured protecting said **TOWN** with limits of a least \$100,000.00 and \$300,000.00 for personal injuries and with property damage coverage in at least the sum of \$25,000.00. The **SQUAD** agrees to indemnify and save harmless the **TOWN** from any and all claims arising out of the operation of said ambulance service pursuant to this contract and said party further agrees to furnish the **TOWN** insurance certificates showing coverage as above set forth.

The term of this agreement shall be from the date thereof January 1, 2018 through and including December 31, 2018.

In **Witness Thereof**, the **TOWN** has caused this instrument to be executed by its Supervisor by authority of a resolution of the Town Board of the Town of Northumberland, dated **February 8, 2018** and the **SQUAD** has caused this instrument to be executed by its duly authorized officer and its seal to be affixed pursuant to an order of the Board of Directors of said corporation.

Councilwoman Patricia Bryant seconded the introduction of Resolution #38 of 2018

Supervisor Willard Peck – “Aye”
Councilman Paul Bolesh – “Aye”
Councilman John DeLisle – “Aye”
Councilwoman Patricia Bryant – “Aye”

Resolution #38 of 2018 Adopted

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Designations

1. Approve Vouchers for Payment: Councilwoman Patricia Bryant introduced Resolution # 39 of 2018

BE IT RESOLVED, the following Vouchers to be paid as presented:

A (General Fund) Vouchers # 11 - # 47 Total: \$ 1,206,642.68
DA (Highway Fund) Vouchers # 4 - # 32 Total: \$ 76,855.19
SS (Sewer Fund) Voucher #1: \$25.31

Councilman Paul Bolesh Seconded the introduction of Resolution # 39 of 2018

Supervisor Willard Peck – “Aye”
Councilman Paul Bolesh – “Aye”
Councilman John DeLisle – “Aye”
Councilwoman Patricia Bryant – “Aye”

Resolution # 39 of 2018 Adopted

Adjournment

Councilman Paul Bolesh made a motion to adjourn the Regular Monthly Meeting @ 8:00 PM.
Councilwoman Patricia Bryant seconded the motion. All in favor, motion carried.

Respectfully submitted,

Denise Murphy
Town Clerk