

**Town of Northumberland  
Town Board Meeting  
February 14, 2019**

The term of this agreement shall be from the date thereof January 1, 2019 through and including December 31, 2019.

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, and dated February 14, 2019 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 Board of directors of said corporation.

Councilman Paul Bolesh seconded the introduction of Resolution #32 of 2019.

Supervisor Willard Peck – “Aye”

Councilman Paul Bolesh – “Aye”

Councilman John Bolesh – “Aye”

Councilman George Hodgson – “Aye”

Councilwoman Patricia Bryant – “Aye”

Resolution #32 of 2019 Adopted

3. Wilton Emergency Squad: Supervisor Willard Peck stated the Wilton Emergency Squad Contract is in front of the Town Board Members. Supervisor Willard Peck asked if the Town Board wish to take action tonight. Councilman John DeLisle introduced Resolution #33 of 2019 –

**BE IT RESOLVED, THIS AGREEMENT** made and dated as of January 1, 2019, 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.

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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 **One Hundred Nineteen Thousand Five Hundred Five (\$119,505.00) Dollars** as payment for ambulance service to be provided. The **SQUAD** agrees to accept the sum of **One Hundred Nineteen Thousand Five Hundred Five (\$119,505.00) 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 commercial general liability insurance including the **TOWN** as an Additional Insured on a primary and non-contributory basis protecting said **TOWN** with limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to buildings or property in any one occurrence. 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.

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Councilwoman Patricia Bryant seconded the introduction of Resolution # 33 of 2019.