

**Town of Northumberland
Town Board Meeting
August 10, 2017**

The Regular Monthly Meeting of the Northumberland Town Board was called to order @ 8:00 AM by Supervisor Willard Peck. Following the salute to the flag, roll call was taken. Those attending included Councilman Paul Bolesh; Councilman John Delisle; Councilman George Hodgson; Councilwoman Patricia Bryant and Supervisor Willard Peck. Also attending were Clerk Denise Murphy, Highway Supt Harold Vance Jr and Building and Zoning Administrator Richard Colozza.

APPROVAL OF MINUTES

1. Councilman George Hodgson made a motion to approve the minutes of the July 13, 2017 Regular Monthly Meeting. Councilman Paul Bolesh seconded the motion. All in favor, motion carried.

CORRESPONDENCE

1. Dog Control Officer: Dog Control Officer Ed Cross submitted his July 2017 Monthly Report. Mr. Cross answered 6 complaints; brought 1 dog to the shelter, issued 2 warnings and had 1 bite case.

2. The Town Board received a thank you note from the Bacon Hill Bonanza Planning Committee regarding the Town's continuing support. Over 400 adults and kids participated that day, making it the biggest Bonanza yet. The Bacon Hill race saw a profit of \$6,500. Schuyler Park received \$650. The balance will go towards the purchase of a new organ for their church.

OLD BUSINESS

1. Sign for Town Hall: Tony Spinelli with Saratoga Flag, put together some proposed designs for the Town Hall sign. The Town Board made some changes on the proposed design. The Town Clerk will email the changes to Saratoga Flag and hopefully have a proposed sign for next month's meeting.

2. AED for the Town Hall: Town Clerk stated that she has not received the information from Lonnie Osuchowski, with Gansevoort Fire Department. The Town Clerk will forward the information when it is received.

NEW BUSINESS

1. Supervisor Willard Peck informed the Board Members that the Ban in the amount of \$75,000 matures on August 11, 2017. The BAN was for the purchase of a 2015 Western Star 4700SB Chassis and Viking Body, Plow and Wing. Supervisor Peck stated that \$30,000 has been budgeted to pay on the BAN

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and to renew the BAN in the amount of \$45,000. The interest rate will be 2.20%. Councilman George Hodgson introduced Resolution # 65 of 2017 –

RESOLUTION AUTHORIZING THE RENEWAL OF A BOND ANTICIPATION NOTE OR NOTES OF THE TOWN OF NORTHUMBERLAND, NEW YORK IN THE AMOUNT OF \$45,000.00 IN ANTICIPATION OF THE SALE OF \$135,000.00 SERIAL BONDS TO PAY FOR THE PURCHASE OF A 2015 WESTERN STAR 4700SB CHASSIS AND VIKING BODY, PLOW AND WING.

WHEREAS, pursuant to the Bond Resolution adopted August 14, 2014, the Town Board of the Town of Northumberland, New York, issued a Bond Anticipation Note in the amount of \$135,000.00, to mature August 14, 2015 for the purpose of purchasing a 2015 Western Star 4700SB Chassis and Viking Body, Plow and Wing; and

WHEREAS, pursuant to a Bond Anticipation Renewal Note Resolution adopted August 11, 2015, the Town Board renewed the note, in part, by issuing an \$115,000.00 Bond Anticipation Renewal Note and paying \$20,000.00 of the principal owed on the note together with accrued interest; and

WHEREAS, pursuant to a Bond Anticipation Renewal Note Resolution adopted August 9, 2016, the Town Board renewed the note, in part, by issuing an \$75,000.00 Bond Anticipation Renewal Note and paying \$40,000.00 of the principal owed on the note together with accrued interest; and

WHEREAS, the Town Board desires to provide for the renewal, in part, of the prior note with a portion of said prior note to be paid on or about August 11, 2017 to wit the sum of \$30,000.00 together with accrued interest and a new renewal note to be dated August 11, 2017 and issued in the amount of \$45,000.00 to mature no later than August 10, 2018;

BE IT RESOLVED this 10th day of August, 2017, by the Town Board of The Town of Northumberland, New York, as follows:

Section 1. There are hereby authorized to be issued pursuant to the Local Finance Law of the State of New York Bond Anticipation Renewal Note or Notes for the purpose of paying for a 2015 Western Star 4700SB Chassis and Viking Body, Plow and Wing and in anticipation of the sale of serial bonds of the Town of Northumberland, New York, as authorized in a resolution adopted August 14, 2014, entitled

“A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$135,000.00 SERIAL BONDS OF THE TOWN OF NORTHUMBERLAND, NEW YORK TO PAY FOR THE PURCHASE OF A 2015 WESTERN STAR 4700SB CHASSIS AND VIKING BODY, PLOW AND WING.”

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Section 2. The amount of Bonds to be issued for the aforesaid purpose is \$45,000.00. The amount of said Bond Anticipation Renewal Note or Notes shall not exceed \$45,000.00.

Section 3. Immediately, upon issuance of the Bond Anticipation Renewal Note authorized herein, the Bond Anticipation Renewal Note dated August 12, 2016 issued in anticipation of the aforesaid bonds will be paid and there will be no Bond Anticipation Notes outstanding which have been previously issued by the Town of Northumberland in anticipation of the sale of the aforesaid bonds.

Section 4. The Bond Anticipation Renewal Notes authorized herein are renewal notes. By resolution dated August 14, 2014, the Town Board of the Town of Northumberland authorized the issuance of \$135,000.00 of serial bonds and Bond Anticipation Notes to pay for the purchase of a 2015 Western Star 4700SB Chassis and Viking Body, Plow and Wing. Thereafter, on August 13, 2015, the Town issued a Bond Anticipation Renewal Note in the amount of \$115,000.00 and paid \$20,000.00 of the principal owed on the original note together with accrued interest. Thereafter, on August 12, 2016, the Town issued a Bond Anticipation Renewal Note in the amount of \$75,000.00 and paid \$40,000.00 of the principal owed on the original note together with accrued interest. On or before August 11, 2017, the Town will issue Bond Anticipation Renewal Notes in the amount of \$45,000.00 and pay \$30,000.00 of the principal owed on the prior notes together with accrued interest. The Bond Anticipation Renewal Notes authorized herein are a renewal of the \$45,000.00 balance of the notes previously issued to pay for the purchase of a 2015 Western Star 4700SB Chassis and Viking Body, Plow and Wing. Said notes shall be renewed at the Glens Falls National Bank at an interest rate of 2.20%. The Bond Anticipation Renewal Notes authorized herein shall provide that they cannot be converted to registered notes.

Section 5. The Bond Anticipation Renewal Notes authorized herein shall mature within one year of the date of their issue.

Section 6. The Bond Anticipation Renewal Notes authorized herein are not issued in anticipation of bonds for an assessable improvement.

Section 7. The Town Clerk is hereby authorized to sell at private sale the original bond anticipation renewal notes herein authorized to be issued. Such notes may be sold and delivered at one time or from time to time and if sold at different times they shall be dated as of the respective dates of issue. The place of payment, rate of interest, denominations and all other terms, details and contents of said notes, including provisions for redemption if deemed desirable, shall be determined by the Supervisor of the Town of Northumberland.

Section 8. The Supervisor of the Town of Northumberland is hereby authorized to designate these notes as qualified tax-exempt obligations pursuant to section 265 (b) (3) of the Internal Revenue Code of 1986. The Town of Northumberland does not reasonably expect to issue in excess of Ten

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Million Dollars (\$10,000,000.00) of its general obligations in a calendar year ending December 31, 2017.
The Town Board

covenants that it will take any necessary action to all things and not take any prohibited action to insure that the interest on the notes will be exempt from federal taxation at all times.

Section 9. Such bond anticipation notes shall be signed by the Supervisor of the Town of Northumberland and shall have the corporate seal of the Town of Northumberland affixed thereto and attested by the Town Clerk.

Section 10. The faith and credit of said Town of Northumberland, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such notes as the same respectively become due and payable. The bond anticipation notes shall be paid from the aforesaid revenues or may be redeemed as provided by the Local Finance Law of the State of New York.

Section 11. This resolution shall take effect immediately

Councilman John DeLisle seconded the introduction of Resolution #65

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

Resolution #65 of 2017 adopted

2. Youth Development Program: The Town of Northumberland received copies of the Youth Development Program agreements for the 2017 program year for our review and execution. Councilman Paul Bolesh introduced Resolution #66 of 2017

WHEREAS, County of Saratoga and the Town of Northumberland – QYDS Program # 78389- Recreation Summer Youth Program wish to enter into a Youth Service Project Agreement,

NOW THEREFORE, the parties agree that:

1. The County will sponsor the Town of Northumberland’s youth service project and pay the Town of Northumberland a sum not to exceed \$512.00 therefore. The actual payment is contingent upon the final approval of state aid.
2. The Town of Northumberland agrees to operate a youth service project from 01/01 – 12312017 as outlined in its County approved “Individual Program application” for the Youth Services program, at a

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cost not to exceed "OCFS Fund Requested" \$512.00. The term and conditions of such application are expressly incorporated herein.

3. The County's payment is a reimbursement and conditioned upon the Town of Northumberland's timely submission of reports, vouchers, time sheets and/or other documents required by the County, OCFS or the Comptroller.

4. The Town of Northumberland shall pay the County's non-reimbursable costs for its sponsorship of the Town of Northumberland's program.

5. The Town of Northumberland agrees to submit an annual program report to the County. The Town of Northumberland delays may result in nonpayment of its vouchers. The Town of Northumberland will maintain separate and complete fiscal accounts, records and reports for the program and turn them over to the County upon demand and/or at the conclusion of the program. The Town of Northumberland also agrees to allow OCFS, or its representatives, to take possession of all books, records and documents relating to this program.

6. The Town of Northumberland agrees to maintain its program accounts for the program in accordance with generally accepted accounting principles.

7. The Town of Northumberland hereby authorizes the County, the local youth bureaus, the local youth boards, and OCFS or their authorized representatives, to make fiscal audits of the Town of Northumberland's accounts relating to the program, review program activity, examine and copy all records and reports for the program.

8. The Town of Northumberland agrees to operate its program in compliance with all applicable laws, rules and regulations, including the State Youth Commission Act.

9. The Town of Northumberland agrees that no person shall, on the grounds of race, color, religion, sex or national origin be excluded from participation in, be denied the benefits of or be subjected to discrimination under any Town of Northumberland program or activity by the Town of Northumberland. The Town of Northumberland will abide by and comply with all state and federal laws concerning discrimination and equal opportunity.

10. The County's Youth Bureau is also responsible for the fiscal accountability, monitoring and evaluation of the project. The County is hereby authorized to monitor each program including but not limited to, actual program activity and the preparation of progress reports and evaluations. The Town of Northumberland shall be responsible for self-monitoring required by the County.

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11. The Town of Northumberland shall, at all times, indemnify and save harmless the County from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, caused in whole or in part, directly or indirectly by the acts or omissions of the Town of Northumberland, any person, employed by the Town of Northumberland, its contractors, subcontractors, materialmen, or any person directly or indirectly employed by them or any of them, while engaged in the program. This clause shall not be construed to limit, or otherwise impair, the rights or obligations of indemnity which exist in law, or in equity, for the benefit of the County.

12. The Town of Northumberland shall provide the County with proof of general liability insurance issued by a company authorized by license to do business in the State of New York. The policy's minimum coverages shall be \$1,000,000/per occurrence and \$2,000,000 in the aggregate and shall be subject to the approval of the County Attorney. The insurance certificate provided by the Town of Northumberland must also name the County of Saratoga, 40 McMaster Street, Ballston Spa, NY 12020 as additional insured and the Town of Northumberland shall provide the County with proof of such additional insured status in the form of an Additional Insured Endorsement Rider or other proof acceptable to the County. The County reserves the right to reject any coverage not in conformance with these requirements. The Town of Northumberland's certificate of insurance must bear a notation evidencing proof of payment of premiums thereon or be accompanied by other evidence of such payment satisfactory to County.

13. In the event any policy furnished or carried pursuant to this agreement is scheduled to expire on a date prior to the expiration of the term of this agreement, the Town of Northumberland shall deliver to the County a certificate or certificates of insurance evidencing that renewal of such policy or policies not less than 15 days prior to such expiration date, and the Town of Northumberland shall promptly pay or cause to be paid all premiums due thereon.

14. In the event the Town of Northumberland receives notice of cancellation of said insurance, the Town of Northumberland shall immediately provide the County with written notice of such cancellation by no later than the next business day of the County. Such written notice must be either personally delivered to the County. Such written notice must be either personally delivered to the Saratoga County Attorney's Office at 40 McMaster Street during normal business hours or faxed to the Saratoga County Attorney. The Town of Northumberland shall provide the County with proof of replacement general liability insurance coverage satisfying the requirements set forth herein within two County business days of the Town of Northumberland's receipt of said notice of cancellation of the Town of Northumberland's insurance.

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15. Any failure by the Town of Northumberland to comply with the insurance requirements of this agreement in a timely manner shall constitute a breach of this agreement, and the County may, at its option, terminate this agreement upon written notice to the Town of Northumberland.
16. The above insurance is not, and shall not be construed as, a limitation upon the Town of Northumberland's obligation to indemnify the County.
17. This Agreement shall be void and of no effect unless throughout the term of this Agreement the Town of Northumberland, in compliance with the provisions of the Workers' Compensation Law, shall secure compensation for the benefit of and keep insured during the life of this Agreement such employees as are required to be insured according to law. Proof of such Workers' Compensation Insurance coverage shall be provided to County.
18. The Town of Northumberland personnel will operate the youth development program project.
19. The Town of Northumberland agrees to record the specific client information requested by the County.
20. If the project is ended before 12/31/2017, the Town of Northumberland will:
 - a. Incur no further obligation beyond the termination date.
 - b. Within 30 days, submit full report of receipts and expenditures of funds and program activities,
accomplishments and obstacles encountered relating to this agreement.
21. The County may terminate this agreement upon 30 days written notice to the Town of Northumberland. Notice shall be sent by ordinary mail or certified mail return receipt requested addressed to the Town of Northumberland at the above address or any other address as the Town of Northumberland shall specify in writing.
22. The Town of Northumberland acknowledges and agrees that, in the event of program termination, any equipment purchased with OCFS funds pursuant to this agreement shall revert to and be turned over by the Town of Northumberland to the County.
23. The Town of Northumberland is prohibited from assigning or transferring any interest herein without prior County Approval.
24. Notwithstanding any other provision hereof, the Town of Northumberland's relationship to the County shall be that of an independent contractor. The Town of Northumberland is not a County agent

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or employee and shall not so represent itself to any third party. The Town of Northumberland employees are not entitled to any County benefits.

25. The Town of Northumberland agrees that no funds received pursuant to this agreement will be sued for sectarian purposes or to further the advancement of any religion.

26. The Town of Northumberland agrees that if it is, or deemed to be a religious or denominational institution or organization, or an organization operated for a religious purpose which is supervised or controlled by or in connection with a religious or denominational institution or organization, in providing services hereunder, it will:

- a. Not discriminate against any employee or applicant for employment on the bases of religion and will not limit or give preference in employment to persons on the basis of religion;
- b. Not discriminate against any youth seeking to participate or participating in any program or activity of this agreement and will not limit the programs and activities or give preference to persons on the basis of religion.
- c. Provide no religious instruction or counseling. Conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of services or the use of facilities or furnishings funded in whole or in part under any agreement with OCFS.

27. The Town of Northumberland shall ensure that the grounds, structure, building, and furnishings at the program site are maintained in good repair, free from any danger to health and safety and comply with all applicable laws, codes, rules and regulations.

28. Funding for this agreement is contingent upon re-appropriation of such funds to OCFS for operation of programs designed to prevent juvenile delinquency and promote youth development. If funds are not re-appropriated for this purpose, or if the full amount anticipated by OCFS and/or the County is not available, then this agreement may be terminated or the amount payable to the Town of Northumberland reduced at the discretion of OCFS and/or the County is not available, then this agreement may be terminated or the amount payable to the Town of Northumberland reduced at the discretion of OCFS and/or County.

29. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted and, it through mistake or otherwise, such provision is not inserted, then upon the application of either party, this agreement shall be amended forthwith to make such insertion.

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BE IT FURTHER RESOLVED, the Northumberland Town Board authorizes Supervisor Willard to sign this agreement.

Councilman George Hodgson seconded the introduction of Resolution #66 of 2017

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

Resolution #66 of 2017 adopted

3. Supervisor Willard Peck stated that Attorney Douglas Ward has incorporated all the changes into the proposed Solar Local Law and he would like to schedule a Public Hearing. Councilwoman Patricia Bryant made a motion to hold a Public Hearing on Local Law #2 of 2017 regarding Solar Collection Systems. On September 14, 2017 @ 7:00 PM. Councilman John DeLisle seconded the motion. All in favor, motion carried.

4. October’s Town Board Meeting: Town Clerk Denise Murphy informed the Town Board Member’s that she will not be in town on October 12th for the Regular Monthly Meeting and asked if the Town Board would consider changing the date of the Meeting. Councilman George Hodgson made a motion to hold October’s regular monthly meeting on Monday, October 2, 2017 @ 7:00 PM. Councilman John DeLisle seconded the motion. All in favor, motion carried.

APPOINTMENTS

1. The Town Board received a letter of resignation from Jeremy DeLisle from the Zoning Board of Appeals due to family commitments. Councilman Paul Bolesh made a motion to accept Jeremy DeLisle’s letter of resignation and thanks him for his service on the ZBA. Councilman George Hodgson seconded the motion. All in favor, motion carried.

2. Councilman George Hodgson made a motion to appoint Sarah Mojzer to fill Jeremy DeLisle’s term on the Zoning Board of Appeals (term expires 09/2018). Councilman John DeLisle seconded the motion. All in favor, motion carried.

DESIGNATIONS

1. Approve Vouchers for Payment: Councilwoman Patricia Bryant introduced Resolution # 67 of 2017

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

A (General Fund) Vouchers - # 216 - # 244 Total: \$ 20,540.73

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DA (Highway Fund) Vouchers - # 149 - # 164 Total: \$ 40,854.23
SS (Gansevoort Sewer District) Voucher # 22 Total: \$ 33.59

Councilman John DeLisle seconded the introduction of Resolution # 63 of 2017

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

Resolution # 67 of 2017 Adopted

2. Supervisor’s Financial Report for June 2017: Councilman Paul Bolesh introduced Resolution # 68 of 2017:

BE IT RESOLVED, pursuant to Section 125 of the Town Law, Supervisor Willard Peck rendered the following detailed statement of all money received and disbursed during the June 2017:

GENERAL

Balance as of 05/31/2017	\$	992,353.07
Increases	\$	90,050.90
Decreases	\$	55,042.45
Balance as of 06/30/2017	\$	1,027,361.52

HIGHWAY

Balance as of 05/31/2017	\$	403,872.50
Increases	\$	220.24
Decreases	\$	67,977.05
Balance as of 06/30/2017	\$	336,115.69

SEWER DISTRICT #1

Balance as of 05/31/2017	\$	41,523.09
Increases	\$	0.00
Decreases	\$	40.32
Balance as of 06/30/2017	\$	41,482.77

CAPITAL PROJECT – BUILDING

Balance as of 05/31/2017	\$	267.63
Increases	\$	0.02
Decreases	\$	0.00
Balance as of 06/30/2017	\$	267.65

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BE IT RESOLVED, the Town Board has reviewed and approved June 2017 Monthly Report by Supervisor Willard Peck as presented.

Councilman John DeLisle seconded the introduction of Resolution #68 of 2017

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

Resolution # 68 of 2017 Adopted

DEPARTMENTS

Highway Supt Harold Vance Jr. stated that they are scheduled to start paving on August 21st. Highway Supt Harold Vance Jr. stated that he would like to solicit bids for a new dump truck this year or next to replace the 1997 International. Highway Supt. Vance stated that he will look into bids. Also, Highway Supt Vance stated that he had some concern with 2 – 2010 dump trucks. Highway Supt Vance stated that if they stay on the schedule for replacement, which would mean replacing two dump trucks in one year. Also, the Caterpillar Loader – is a 2005 and he is exploring his options. The 1999 Chevy C/30 1 Ton is having electrical problems and he needs to resolve this as soon as possible. Highway Supt Vance Jr. stated that he will be looking at the cost of either a new or used cab/chaise.

ADJOURNMENT

Councilman Paul Bolesh made a motion @ 8:20 PM to adjourn the Regular Monthly Meeting. Councilman George Hodgson seconded the motion. All in favor, motion carried.

Respectfully submitted,

Denise Murphy, Town Clerk
Town of Northumberland

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