

TOWN OF NORTHUMBERLAND
Town Board Meeting
August 13, 2009

Supervisor Willard Peck called the Town Board Meeting to order @ 7:30 PM. Following the salute to the flag, roll call was taken. Those attending included Supervisor Willard Peck, Councilman Paul Bolesh, Councilman George Hodgson and Councilwoman Patricia Bryant. Councilman Daniel Gale was absent. Also attending were Clerk Denise Murphy, Highway Sup't Neil Petteys and Building and Zoning Administrator Richard Colozza.

PUBLIC PARTICIPATION

Theresa Prock, 112 King Road came before the Town Board and presented a Petition on behalf of the residents living on .6 of a mile of King Road in the Hamlet of Bacon Hill. Mrs. Prock read the Petition: "Concerned neighbors for .6 of a mile between Wall Street East to stop sign at Route 32 on King Road would like "No Truck" signs posted to protect our neighbors. We realize businesses get bigger and trucks are bigger and traffic becomes more request. We are finding our neighborhood being assaulted by speeding trucks going West on King Road and trucks habitually using "Jake Brakes" going East on King Road in order to stop at the dangerous stop sign at the Eastern end of King Road. We are seeing an increasing amount of trucks on a daily basis utilizing a road that was once a quiet neighborhood. We have had three dogs killed and several cats. We have a State road (Route 32) that parallels our road and is a mere .2 miles longer which if utilized would prevent potential accidents at the stop sign at the Eastern end of King Road. We are asking that all through trucks utilize Route 32 and permit local deliveries only on King Road between Route 32 and Wall Street as well as "No Truck" signs posted on Stone Bridge Lane, and at both the Wall Street ends and Route 32 ends of King Road. We are also requesting that the speed limit be dropped from 40 mph to 30 mph within the neighborhood limits of King Road from Wall Street to Route 32."

Stephen Prock, 112 King Road stated 100% of the residents living in this area signed this Petition. Supervisor Willard Peck stated that Shirley Williams, 109 King Road, had come before the Town Board previously requesting similar action. The Town Board forwarded the earlier Petition to James Bowen, Sheriff and Joseph Ritchey, Commissioner of Public Works. The Town Board also forwarded a Speed Reduction request to New York State Department of Transportation. The Town of Northumberland has limited or no say on King Road since it is a County Highway. New York State Department of Transportation responded to the Town of Northumberland's previous request for a speed reduction stating that a change in the 40 MPH on King Road is not justified at this time. Supervisor Willard Peck stated if truck traffic was limited on that portion of King Road, he did not want to see the residents on State Route 32 in the Hamlet of Bacon Hill experiencing similar problems. The Town Clerk will forward the Petition to both James Bowen, Sheriff for Saratoga County and Joseph Ritchey, Commissioner of Saratoga County Department of Public Works.

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Supervisor Willard Peck introduced a Resolution adopted August 13, 2009, hereby requests the Department of Transportation, pursuant to Section 622.1 of the Vehicle and Traffic Law, to establish a lower maximum speed at which vehicles may proceed on King Road (County Route 39) between Wall Street and Grange Hall Road. Upon receipt of the notice that the regulation herein requested has been established, the Town of Northumberland, will provide, install and maintain signs in accordance with the Vehicle and Traffic Law and conforming to the Manual of Uniform Traffic Control Devices of the Department of Transportation. Councilman George Hodgson seconded the Resolution.

Supervisor Willard Peck – “Aye”
Councilman Paul Bolesh – “Aye”
Councilman George Hodgson – “Aye”
Councilwoman Patricia Bryant – “Aye” Resolution Adopted

Supervisor Willard Peck informed the Town Board that Lyle Purinton, landowner in the Town of Northumberland intends to participate in the Saratoga County Farmland and Open Space Preservation Program seeking to permanently preserve 70+/- acres of active farmland on Purinton Road. Supervisor Peck stated he is the Chairman of the Farmland/Open Space Protection Committee. Supervisor Peck gave a brief history on how this program came about. The program’s intent is to use limited county funds to attract federal, state, local and private matching funds to achieve the goal of protecting as much of Saratoga County’s high quality open space as possible. Lyle Purinton was present and informed the Town Board that the parcel he is looking at is located on the corner of Stonebridge Road and Purinton Road down from his home. Supervisor Peck stated this is the first application for the Town of Northumberland. Councilman George Hodgson introduced Resolution #23 of 2009 – **Purchase of Development Rights – Lyle Purinton Property**

WHEREAS, Lyle Purinton landowner in the town of Northumberland, intends to participate in the Saratoga County Farmland and Open Space Preservation Program seeking to permanently preserve 70+/- acres of active farmland on Purinton Road in the Town of Northumberland; and

WHEREAS, the Town Board views the preservation of agriculture as vital to the quality of life and economy of the town as evidenced by the Town of Northumberland Comprehensive Plan, Saratoga County Farmland Protection Plan, and Saratoga County Green Infrastructure Plan which recommends the use of conservation easements purchase of development rights as a tool to preserve agriculture and recognizes the importance of protection farmland and open spaces; and

WHEREAS, the Town Board finds that the grant application is worthy and will provide funding to permanently preserve the Purinton parcel for agricultural uses only; and

WHEREAS, the Town is an eligible applicant under the grant program and may hold and monitor the conservation easement, now, therefore be it

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RESOLVED, that the Town of Northumberland fully supports this application and shall act as the applicant, holding a conservation easement consisting of the development rights of the Purinton parcel, and shall periodically monitor conformance with the terms of the easement, and be it

FURTHER RESOLVED, that the Town Supervisor is hereby authorized to contract with Saratoga County and execute any documents necessary to accept and redistribute Farmland Protection funds, should the grant application be successful.

Councilwoman Patricia Bryant seconded the introduction of Resolution #23 of 2009.

Supervisor Willard Peck – “Aye”

Councilman Paul Bolesh – “Aye”

Councilman George Hodgson – “Aye”

Councilwoman Patricia Bryant – “Aye” Resolution #23 of 2009 Adopted

The Town Board discussed the best way to keep track and oversee conservation easements for future development in the Town of Northumberland. Once an application is approved and conservation easements and development rights have been purchased, a new deed would be prepared for the parcel and filed in the Saratoga County Clerk’s Office. Councilwoman Patricia Bryant stated that as a previous Planning Board Chairperson, the Northumberland Planning Board requires a deed be submitted with any application that comes before the Planning Board for any major or minor subdivision.

Supervisor Willard Peck stated that at last month’s Town Board Meeting bids were opened for the purchase of a Tandem Dump Truck with plow. The Highway Sup’t and the Highway Committee met and reviewed the bids. Highway Sup’t Neil Petteys stated he reviewed three (3) important components of the tandem truck – engine size, transmission and rear suspension. Based on the information presented, the Freightliner M2-112V Cab and Chassis did not meet specifications for the rear suspension and it had a smaller engine than the International Truck. Highway Sup’t Neil Petteys stated after researching both the dump box and plow specifications, he liked the quality of the Viking plow and sander best based on his research. Highway Sup’t Neil Petteys stated he would like to go with Viking/T & T Equipment. Supervisor Willard Peck made a motion to purchase the 2010 International 7600 SBA 6 x 6 with T & T Equipment as outlined in the Spec #1-09-HW/Tandem Rear Axle and Dump Body and Plow in the amount of \$164,716.00. Councilwoman Patricia Bryant seconded the motion. All in favor, motion carried.

APPROVE MINUTES

1. Councilman George Hodgson made a motion to approve the minutes of the July 9, 2009 Regular Monthly Meeting. Councilwoman Patricia Bryant seconded the motion. All in favor, motion carried.

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CORRESPONDENCE

1. The Town received a letter from Saratoga County informing the Town of Northumberland's Explore Saratoga County Round II Grant Application has been approved for \$750.00.

2. The Town of Northumberland received a letter from New York State Real Property Tax Services that the Town of Northumberland's Residential Assessment Ratio is 100%. Supervisor Willard Peck stated the Town of Northumberland has gone through a reval and New York State Real Property came back with an equalization rate of 94.89%. That was not satisfactory with the Town. Walter Smead, Sole Assessor challenged the equalization rate and won. This helps the town in both School and County Tax rates.

3. The Town received a letter from Albany Engineering Corp regarding Thomson Initial Study Report Meeting.

4. The Town received a letter from Time Warner Cable regarding possible changes in channels.

5. The Town received a fully executed copy of the Professional Service Agreement for Hudson Crossing Park, Lock C-5 Island dated July 6, 2009 from CLA Site. CLA Site will provide stamped construction drawings for several elements and updates to the existing Play Garden. That includes a retaining wall design, an asphalt path design, one set of stone steps (based on an existing drawing by Synthesis, LLP), and details for timber steps.

6. The Town Received a Public Works Mutual Aid Agreement for Saratoga County. Federal Emergency Management Agency (FEMA), the New York State Emergency Office (SEMO) and the Saratoga County Office of Emergency Services (SCOES) have expressed interest in the establishment of a plan to facilitate and encourage public works mutual aid agreements between local sub-divisions throughout the State of New York including Saratoga County. Councilman George Hodgson introduced Resolution #24 of 2009:

**PUBLIC WORKS MUTUAL AID AGREEMENT
COUNTY OF SARATOGA, NEW YORK**

This mutual aid agreement is made and entered into by those parties who have adopted and signed this agreement.

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WHEREAS, the Federal Emergency Management Agency (FEMA), the New York State Emergency Office (SEMO) and the Saratoga County Office of Emergency Services (SCOES) have expressed interest in the establishment of a plan to facilitate and encourage public works mutual aid agreements between local sub-divisions throughout the State of New York, including Saratoga County; and

WHEREAS, the parties hereto have determined that it would be in their best interests to enter into an agreement that implements and sets forth procedures and responsibilities of the parties whenever emergency personnel and equipment is provided from one party's Public Works (Highway Department) to another; and

WHEREAS, pursuant to the Constitution of the State of New York, municipalities are allowed to enter into mutual aid and assistance agreements which include provisions for the furnishing and exchange of supplies, equipment, facilities, personnel and services during a natural or man-made disaster and/or other emergency; now

THEREFORE, the parties agree as follows:

SECTION I

DEFINITIONS

"Agreement" shall mean this document, the "Public Works Mutual Aid Agreement".

"Aid and Assistance" shall include, but not be limited to, personnel, equipment, facilities, services, supplies and other resources.

"Authorized Representative" shall mean an official of a party to this Agreement, who has been authorized in writing by that party pursuant to the terms of this Agreement, to request, offer or provide assistance under the terms of this Agreement.

"Disaster or other emergency" shall mean the occurrence or imminent threat of widespread or severe damage, injury, loss of life or property resulting from an intentional or accidental man-made event or weather related occurrence.

"Provider" means a party to this Agreement that has received a request to furnish aid and assistance to the party in need (Recipient).

"Recipient" means a party to this Agreement receiving aid and assistance from another party.

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SECTION II

OBLIGATIONS OF THE PARTIES

- A. Provision of Aid and Assistance – Pursuant to the terms and conditions set forth in this Agreement, the parties hereto shall provide each other with aid and assistance in the event of a local disaster or emergency. It is mutually understood that each party's foremost responsibility is to its own citizens. This Agreement shall not be construed as to impose an absolute obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may deem itself unavailable to respond and shall so inform the party setting forth the request.
- B. Procedures for Requesting Assistance – Requests for assistance shall be made by an Authorized Representative of a party to an Authorized Representative of another party. Such request must indicate that it is made pursuant to this Agreement.
- C. Designation of Authorized Representative – Each party to this Agreement shall designate an Authorized Representative. Such designation shall be communicated, in writing to the Chief Executive Officer of the other party upon request for mutual aid assistance.
- D. Traveling Employees – Unless otherwise specified by Recipient or agreed by the parties in writing, it is mutually understood that Recipient shall pay all reasonable out-of-pocket costs and expenses of Provider's personnel, including, without limitation, transportation expenses for travel to and from the disaster area, food and if necessary, lodging. If the Recipient cannot provide such food and/or lodging at or near the disaster area, the Recipient shall so advise the Provider, and shall specify in its request for assistance only personnel who can provide their own needs are requested.
- E. Supervision and Control – The Provider shall designate supervisory personnel among its employees sent to render aid and assistance to the Recipient. Recipient shall provide necessary credentials to the Provider's personnel authorizing them to operate on land of the Recipient. Recipient shall assign work tasks to Provider's supervisory personnel and unless specifically instructed otherwise, Recipient shall have the responsibility for coordination between Provider's supervisory personnel and Recipient. Based upon authority to:
 - 1. Assign work and establish work schedules for Provider's personnel;
 - 2. Maintain daily personnel time records, material records, and log of equipment hours;
 - 3. Report work progress to Recipient at regular intervals as specified by Recipient.
- F. Period of Service; Renewability; Recall – Unless agreed otherwise the duration of the Provider's assistance shall be for an initial period of twenty-four (24) hours, starting at the time of arrival. Thereafter, assistance may be extended in increments agreed to by the Authorized Representatives of Provider and Recipient. Provider's personnel, equipment and other resources shall remain subject to recall by Provider to provide assistance to its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least 8 hours advance notification to Recipient of Provider's intent to terminate such assistance, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

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SECTION III

REIMBURSEMENT

- A. Except as otherwise provided below, it is understood that the Recipient shall reimburse the Provider for the following documented costs and expenses incurred by the Provider as a result of extending aid and assistance to the Recipient.
- B. Personnel – During the period of assistance the Provider shall continue to pay its employees according to its then prevailing ordinances, rules, regulations and agreements.
- C. Equipment – The Provider shall be reimbursed by the Recipient for the use of its equipment during the period of assistance according to established FEMA equipment rates.
- D. Payment – The Provider shall send an invoice for the reimbursable costs and expenses, together with appropriate documentation as required by Recipient, as soon as practicable after said costs and expenses are incurred. The Provider may waive cost recovery at its discretion.
- E. Record keeping – Recipient shall provide information, directions, and assistance for record keeping to Provider’s personnel. Provider shall maintain records and invoices for reimbursement.
- F. Billing and Payment – Provider shall send an invoice for reimbursable costs and expenses, together with appropriate documentation as required by Recipient, as soon as practicable after said costs and expenses are incurred, but not later than forty-five (45) days following the period of assistance. Recipient shall pay the bill, or advise of any disputed items, not later than forty-five (45) days following the billing date.
- G. Inspection of Records – Provider agrees that it shall make its records regarding costs and expenses for assistance provided under this Agreement available for audit and inspection upon request of the Recipient, New York State and the federal government, and shall maintain such records for at least seven (7) years after the date of final payment based on this Agreement.

SECTION IV

PROVIDER’S EMPLOYEES

- A. Rights and Privileges – Whenever Provider’s employees are rendering aid and assistance pursuant to Agreement, such employees shall remain the responsibility of the Provider and retain the same powers, duties, immunities and privileges they would ordinarily possess.
- B. Worker’s Compensation – Recipient shall not be responsible for reimbursing any accrued, paid or due benefits to the Provider’s employees due to personnel injury or death occurring during the period of time such employees are engaged in rendering of aid and assistance under this Agreement. It is mutually understood that the Recipient and Provider shall be responsible for payment of such workers’ compensation benefits only to their own respective employees.

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SECTION V

NONDISCRIMINATION

In accordance with Article 15 of the Executive Law (Human Rights Law), and all other applicable local, State and Federal constitutional, statutory and administrative non-discrimination provisions, the parties to the Agreement shall not discriminate against any employee or applicant for employment on account of race, creed, color, sex, national origin, disability, Vietnam Era Veteran status or marital status.

SECTION VI

HOLD HARMLESS

To the extent permitted by law, each party (as Indemnitor) agrees to protect, defend, indemnify and hold the other party (as Indemnitee) and its offices, employees and agents free and harmless from and against any and all losses, penalties, damages, assessments costs, charges and professional fees and other expenses or liabilities of every kind and nature arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of Indemnitee negligence, acts, errors and/or omissions. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations and determine for itself what kinds of insurance protection should be obtained. This shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

SECTION VII

AMENDMENTS

This agreement may be modified at any time upon mutual written consent of the parties. Additional municipalities may become parties to the Agreement upon the acceptance and execution of this Agreement.

SECTION VIII

DURATION

- A. Term – This Agreement shall be for a term of five (5) years from the date of execution of the last Saratoga County municipal entity.
- B. Renewal – This Agreement may be extended for an additional term of five (5) years.

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- C. Termination – Any Saratoga County municipal entity may terminate their participation in this Agreement upon thirty (30) days written notice to the Saratoga County Office of Emergency Services. A termination shall not affect the obligation of any party to reimburse any owed costs and expenses of rendering aid and assistance incurred prior to the effective date of termination.

SECTION IX

HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION X

SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not impair or invalidate the remainder of this Agreement.

SECTION XI

EFFECTIVE DATE

This Agreement shall take effect upon its execution by all Saratoga County municipal entities.

Councilwoman Patricia Bryant seconded the introduction of Resolution #24 of 2009:

Supervisor Willard Peck – “Aye”
Councilman Paul Bolesh – “Aye”
Councilman George Hodgson – “Aye”
Councilwoman Patricia Bryant – “Aye” Resolution #24 of 2009 Adopted

7. Supervisor Peck stated that the United States Army Field Band & Soldiers’ Chorus, sponsored by the Saratoga County Board of Supervisors, will be performing on Friday, September 25, 2009 @ 7:00 PM at Saratoga Performing Arts Center. Free tickets are available starting September 1 through the town clerk and Saratoga County Stewart’s Shop. Fireworks immediately following the concert.

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8. The Town received a letter dated August 4, 2009 from Mark Kennedy, Regional Traffic Engineer with New York State Department of Transportation regarding a speed reduction request for Baker Drive. The letter states they are responding to our July 28, 2009 request for a speed reduction on Baker Drive, between Merchant Road and Terrel Way. New York State Department of Transportation stated that they established an area 30 MPH speed limit for Cook Circle in 1985. In 2005, they expanded this area speed limit due to additional development within the Terrel Hills subdivision. Baker Drive is currently included within this area 30MPH speed limit. In accordance with NYS Vehicle and Traffic Law, 30 MPH is the lowest area speed limit that may be established. Therefore, no further cause for action at this time is warranted.

OLD BUSINESS

1. Schuyler Park Update: Supervisor Willard Peck reported that the final grade should start end of this week, or beginning next week and last about 2 weeks. The Schuyler Park Committee will be putting out to bid on an irrigation system. They plan to have the irrigation system installed and the fields seeded around October 1, 2009. Everything is on track.

2. Hudson Crossing Park Update: Councilman George Hodgson stated he would like to thank Highway Sup't Neil Petteys and his highway men for helping down on the Island. Thank's to them, the Interpretive Signs were installed. The Honeysuckle is being removed along the north end of the Island. On August 29 the Fifth Annual Hudson Crossing Festival (A Quadricentennial Event) will be held rain or shine. The 2009 Festival, a Quadricentennial event, will feature the Day Peckinpugh, an historic 259' canal motorship on her Legacy Voyage and the Working on Water Tour – celebrating 400 years of maritime history. Historic vessels such as the Lois McClure, the Golden Re'Al, the Urger, and the HMS Dark and Stormy, will be open to the public during the Festival. Highlights of the Festival, sponsored in-part by a grant from the Hudson River Improvement Fund of the Hudson River Foundation, will include: Native American folklore, live music, horse-drawn wagon rides, and an array of children's activities. Councilman George Hodgson stated he has been in contact with Canal Corp regarding the last three elements of the Grant. Canal Corp has approved the bid specifications as outlined in HCPA -C-09. The First (Bid A) would be for Stone Steps leading from the upper trail to the Hudson Crossing Park Play Garden; (Bid B) the installation of one gravel parking area & Signage and (Bid C) the grading and installation of a paved trail from the floating dock to the Outlook Pavilion. Councilman Paul Bolesh made a motion to solicit bids for these improvements at Hudson Crossing Park. The bids must be received by noon on Tuesday, September 22, 2009. Councilman George Hodgson seconded the motion. All in favor, motion carried.

Councilman George Hodgson informed the Town Board that the Town of Saratoga has asked to be removed as the municipal contractor with New York State for the Old Saratoga on the Hudson Waterfront Revitalization Program. The Grant is for the design and construction of the Riverwalk trails at Hudson Crossing Park, a Main Street Plan for the Village of Schuylerville and design of a section of Old

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Champlain Canal Trail located in the Town of Saratoga. Councilman George Hodgson explained how the Grant works noting that the Town of Northumberland can use the Canal Corp Grant to fulfill the 50% local matching requirement. Councilwoman Patricia Bryant made a motion to authorizing Supervisor Willard Peck to send NYS Department of State a letter requesting that the NYS Department of State remove the Town of Saratoga as the municipal contractor with New York State for the Old Saratoga on the Hudson Waterfront Revitalization Program as shown in contract # C006876 and substitute the Town of Northumberland. Councilman Paul Bolesh seconded the motion. All in favor, motion carried. Councilman George Hodgson stated the deadline for the next round for Department of State Local Waterfront Revitalization Program Grants is September 16, 2009. Councilman George Hodgson stated he would like to prepare a Grant application for the Town Board's consideration on September 3, 2009. Councilman George Hodgson stated he presented to the Hudson Crossing Committee the idea of using the Duval Property (144.3-1-10) as a possible Lakes to Locks/Hudson Crossing Park "Pocket Park" Councilwoman Patricia Bryant made a motion authoring the town to acquire the Duval Property (Tax Map # 144.3-1-10) contingent upon the review of Town Attorney Douglas Ward legal consultation. Councilman Paul Bolesh seconded the motion. All in favor, motion carried.

NEW BUSINESS

1. Councilman George Hodgson reported that on October 17, 2009 the Town's of Wilton, Northumberland, Saratoga, Moreau and the Village of South Glens Falls and Victory will hold a "Hazardous Waste Collection Day". Collection will take place at the Wilton Highway Department. Items that will be collected include: paints, stains, batteries (no car batteries), televisions, computers, keyboards, printers, poisons, aerosols, anti-freeze, flammable liquids and pesticides. Items that are not allowed: electronics (such as stereos), tires, microwaves, air conditioners, appliances, smoke detectors, propane tanks, fire extinguishers or car batteries. All forms must be returned to the Northumberland Town Clerk no later than October 5, 2009. An arrival time will be assigned to each resident who submits a form. The form must be brought to the collection site.

DESIGNATIONS

1. Councilman Paul Bolesh made a motion to approve vouchers for payment as presented. Councilman George Hodgson seconded the motion. All in favor, motion carried.

DEPARTMENTS

Highway Sup't Neil Petteys reported that the roads scheduled for pavement this season have been completed. They are now working on the shoulders. The drainage problem on Cramer Path has been corrected.

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EXECUTIVE SESSION

Councilman George Hodgson made a motion @ 9:35 PM to go into Executive Session to discuss legal and personnel matters. Councilman Paul Bolesh seconded the motion. All in favor, motion carried. Councilman George Hodgson made a motion @ 9:58 PM to reconvene the Regular Monthly Meeting. Councilwoman Patricia Bryant seconded the motion. All in favor, motion carried.

Supervisor Willard Peck made a motion to hire outside legal counsel, if needed for the Assessment Litigation regarding the Fort Miller Hydro Plant. Councilman George Hodgson seconded the motion. All in favor, motion carried.

Councilman Paul Bolesh made a motion @ 10:05 PM to adjourn the Regular Monthly Meeting. Councilman George Hodgson seconded the motion. All in favor, motion carried.

Respectfully submitted,

Denise Murphy, Town Clerk