

**Town of Northumberland
Town Board Meeting
February 17, 2015**

The Regular Monthly Meeting of the Northumberland Town Board was called to order @7:00 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; Councilman George Hodgson and Councilwoman Patricia Bryant. Also attending were Town Attorney Douglas Ward; Town Clerk Denise Murphy and Highway Sup't Harold Vance Jr.

PUBLIC PARTICIPATION

There were no comments from the public

APPROVAL OF MINUTES

1. Councilwoman Patricia Bryant made a motion to approve the minutes of the January 8, 2015 Organizational Meeting. Councilman John DeLisle seconded the motion. All in favor, motion carried.
2. Councilman George Hodgson made a motion to approve the minutes of the January 8, 2015 Regular Monthly Meeting. Councilman Paul Bolesh seconded the motion. All in favor, motion carried.

CORRESPONDENCE

1. Ed Cross, Dog Control Officer, submitted his January 2015 Report. Mr. Cross answered 2 complaints and was able to resolve a lot of dog issues on the phone.
2. The Town of Northumberland received a letter from Jennifer Thomas & Pandora Davis, Bacon Hill Bonanza Co-Chairwoman. The Committee is requesting permission to proceed with the Bacon Hill Bonanza 5K/10K Race to be held on April 11, 2015. This year's event will include a Kid's 2 Mile Fun Run on Stonebridge Road @ 9:30 AM to be followed by a 5K Run/Walk and a 10 K Run @ 10:00 AM. Councilman George Hodgson made a motion to grant permission for the Bacon Hill 5K and 10K Bonanza to be held on Saturday, April 11, 2015 to run in the Town of Northumberland. The Bacon Hill Bonanza 5K and 10K Committee will put together a safety plan and put out a "Press Release" to make sure the public is aware that Stonebridge Road between Callahan Road and Route 32 will be closed from 9:30 am to 12:00 Noon. Councilman John DeLisle seconded the motion. All in favor, motion carried.
3. The Town of Northumberland received a letter from NYS DEC regarding proposed amendments to the Freshwater Wetlands Maps in Saratoga County. The portion that is referenced is in the Town of Saratoga adjacent to Fish Creek.
4. The Town of Northumberland received a proposal from Robert Benedict, IAO President of Assessment and Appraisal Information System to provide the Town of Northumberland Assessor's Office data enhancement and valuation services required for a reappraisal of all parcels of real property for the 2015 Tentative Assessment Roll. The proposed services are offered for the sum of \$14,500. Mr. Benedict provided a Certificate of Insurance naming the Town of Northumberland as additional insure. Councilman Paul Bolesh made a motion to accept Robert Benedict's proposal for valuation services

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during the calendar year 2015 not to exceed \$14,500. Councilman John DeLisle seconded the motion. All in favor, motion carried.

5. The Northumberland Town Board received a letter from Tia Kilburn, Zoning Clerk that the Zoning Board is recommending that Mark Boyce remain as Chairman and Jeremy DeLisle be appointed as Vice Chairman for 2015. Councilwoman Patricia Bryant made a motion to reappoint Mark Boyce as Zoning Board of Appeals Chairman and Jeremy DeLisle as Vice Chairman.

Supervisor Willard Peck – “Aye”

Councilman Paul Bolesh – “Aye”

Councilman John DeLisle – “Abstain”

Councilman George Hodgson – “Aye”

Councilwoman Patricia Bryant – “Aye”

Motion approved

6. The Town of Northumberland received a copy of a letter from the Federal Aviation Administration to Verizon Wireless regarding a proposed cellular tower to be located on Route 50 in Gansevoort. The letter stated that the Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulation, part 77. This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation.

7. The Town of Northumberland received a letter from the New York Municipal Insurance Reciprocal and risk management program is finalizing the appraisal process for insured buildings valued at over \$50,000.

OLD BUSINESS

1. Time Warner Cable: At last month’s meeting the Northumberland Town Board identified the areas, within the Town, that it proposes for consideration by Time Warner for extension of service. A map and description of the roads were provided to Time Warner Cable. Town Attorney Douglas Ward reached out to Time Warner Cable today to see if there has been any progress. David Whalen, with Time Warner Cable informed Attorney Ward that due to the incredible weather they have been hindered on doing a survey at this time.

2. Employee Handbook: Councilwoman Patricia Bryant stated that she needs to sit down with the Town Clerk to review the proposed changes to the Employee Handbook. Supervisor Willard Peck stated that Jack Kalinkewicz, former Director of Saratoga County Personnel, has approached Supervisor Peck about being a consultant for the Town of Northumberland on personnel matters. Supervisor Peck stated he will ask Mr. Kalinkewicz to attend next month’s Town Board Meeting to discuss his proposal.

3. Town Hall Special Election: Town Clerk Denise Murphy provided the Town of Northumberland Town Board with a “Certificate of Inspectors of the Special Election”, which was held on January 20, 2015. Arthur DeGraw and Elizabeth DeGraw, Election Inspectors, certified that 276 votes cast for “Yes” to support construction of a New Town Hall and removing the existing Town Hall, and 111 votes cast for “No” to oppose a construction of a New Town Hall. Town Clerk Denise Murphy sent a “Certificate” stating that she hereby certifies that she has compared the annexed copy of the certification of Election Inspectors Arthur DeGraw and Elizabeth DeGraw regarding the voting totals in the Special Election duly

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called and held in said Town of Northumberland on January 20, 2015 with the original thereof which was filed with the Town Board of said Town, following said Special Election and is true copy of said original Certificate and of the whole so far as the same relates to the vote for the following: The construction of a New Town Hall and removing the existing Town Hall. The certification shows that there were 276 votes in favor of the proposition and 111 votes opposed. All records regarding the vote including the ballots, tally sheets, voting book containing the names and addresses of the voters have been filed at the Town Clerk's office. Councilwoman Patricia Bryant made a motion to accept the Town Clerk's Certification regarding the Special Election held on January 20, 2015. Councilman John DeLisle seconded the motion. All in favor, motion carried.

4. Post Closure Landfill Monitoring: Town Clerk provided the September 2014 and December 2014 Semi-Annual Ground Water Monitoring and Quarterly Gas Monitoring Town of Northumberland Municipal Landfill from Hanson VanVleet, LLC. Councilman George Hodgson stated that he would like to solicit quotes for Post-Closure Monitoring and Maintenance Report for 2015. Supervisor Willard Peck made a motion authorizing Councilman George Hodgson to work with Town Attorney Douglas Ward to solicit bids for the Post-Closure Monitoring and Maintenance Report returnable March 12, 2015. Councilwoman Patricia Bryant seconded the motion. All in favor, motion carried.

NEW BUSINESS

1. Moreau Emergency Squad Contract: Councilwoman Patricia Bryant introduced Resolution # 23 of 2015 –

This Agreement made and dated as of January 1, 2015, 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 Two Thousand Fifty One (\$82,051.00) Dollars** as payment for the ambulance service to be provided. The **SQUAD** agrees to accept the sum of **Eighty Two Thousand Fifty One Dollars (\$82,051.00)** as payment for the ambulance services to be provided, and:

a). It is hereby mutually covenanted and agreed that the relation of Contractor 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 each 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 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 **SQUAD** 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, 2015 through and including December 31, 2015.

Councilman Paul Bolesh seconded the introduction of Resolution #23 of 2015 –

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

Resolution #23 of 2015 – Adopted

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2. General Schuyler Emergency Squad: Councilman George Hodgson introduced Resolution #24 of 2015

THIS AGREEMENT made and dated as of January 1, 2015, between the **TOWN OF NORTHUMBERLAND**, Saratoga County, New York, hereinafter designated as the **TOWN**, and the **GENERAL SCHUYLER 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 901 Route 29, 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 one Thousand Seven Hundred Eighty Six (\$121,786.00.00) Dollars*** as payment for ambulance service to be provided. The **SQUAD** agrees to accept the sum of ***One Hundred Twenty One Thousand Seven Hundred Eighty Six (\$121,786.00) Dollars*** as payment for the ambulance services to be provided, and:

- a). It is hereby mutually covenanted and agreed that the relation of Contractor 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 each 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.

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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 **SQUAD** 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, 2015 through and including December 31, 2015.

Councilman John DeLisle seconded the introduction of Resolution # 24 of 2015 –

Supervisor Willard Peck – “Aye”

Councilman Paul Bolesh – “Aye”

Councilman John DeLisle – “Aye”

Councilman George Hodgson – “Aye”

Councilwoman Patricia Bryant – “Aye” Resolution # 24 of 2015 – Adopted

3. Schuyler Hose: Councilwoman Patricia Bryant introduced Resolution # 25 of 2015 –

THIS AGREEMENT, made and dated as of the 1st day of January, 2015 between the Town of Northumberland, Saratoga County, New York, hereinafter designated as the party of the first part; and the Village of Schuylerville, Saratoga County, New York, hereinafter designated as the party of the second part.

WITNESSETH:

WHEREAS, there has been duly established in the said Town of Northumberland, a fire protection district known as the “Northumberland- Bacon Hill Fire Protection District of the Town of Northumberland” embracing territory in said Town adjacent to the said Village of Schuylerville, as such territory is more fully described in the resolution establishing such district and duly adopted by the Town Board of said Town on May 17, 1948, and,

WHEREAS, following a public hearing duly called, the said party of the first part duly authorized a contract with the party of the second part for fire protection to said district upon terms and provisions herein set forth, and,

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WHEREAS, this contract has also been authorized by the Board of Trustees and Mayor of the party of the second part;

NOW, THEREFORE, the party of the first part does engage the party of the second part to furnish protection to said fire district bounded and describe as follows:

Beginning on the west side of the Town of Northumberland at a point where the Duncan Road passes into the Town of Wilton and proceeding thence at an easterly direction along the center line of said Duncan Road to a point where it intersects with Colebrook Road and thence easterly along the centerline of said Colebrook Road to a point where it intersects with Lindsey Hill Road and proceeding thence along the center line of said Lindsey Hill Road to a point where it intersects the State Highway 32 and proceeding across said State Highway 32 to Callahan Road and thence along the center line of said Callahan Road to a point where same intersects County Highway 29, thence across County Highway 29 and along the center line of Harris Road to a point where said Harris Road turns southerly along the west side of the Hudson River and proceeding from that point where Harris Road turns southerly in a general easterly direction to the west side of the Hudson River.

The party of the second part hereby agrees to furnish such fire protection under the following terms and conditions:

1. The Fire Department of the said party of the second part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, and when notified by alarm or telephone call from any person within the district of a fire within the district, such department shall respond and attend upon the fire without delay, with one or more companies, with suitable ladder, pump, and hose apparatus of the party of the second part as may be available for use at such times. Upon arriving at the scene of the fire, the firemen of the party of the second part attending shall proceed diligently and in every way reasonably suggested to the extinguishment of the fire, and the saving of life and property therewith. The party of the second part to hold the party of the first part harmless and free from all liabilities and expensed incurred in the performance of their duties under this control.

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2. The term of said contract shall be for a one (1) year period, commencing January 1, 2015 through and including December 31, 2015.

3. In consideration of the furnishing of aid and the use of its apparatus as aforesaid, the party of the first part shall pay to the party of the second part the sum of **ONE HUNDRED TWENTY THOUSAND (\$120,000.00) DOLLARS (\$120,000.00)** during the year 2015; Said payment to be made on or before the first day of May of each year of this agreement.

Councilman John DeLisle seconded the introduction of Resolution # 25 of 2015.

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

Resolution # 25 of 2015 Adopted

4. Fuel Oil Bid for 2015 – Councilman Paul Bolesh introduced Resolution #26 of 2015

WHEREAS, The Northumberland Town Board announces its intension to bid for the purchase of Unleaded, Diesel/Blend Fuel for the Highway Garage for fiscal year 2015. The cost shall be made up by using Albany Reseller Tank Car average price posted on March 2, 2015 plus a firm differential which makes the net price gallon. The bid must provide for one (1) 500 gallon double wall tank, for unleaded fuel and fuel dispenser with gallon meter. The fuel tank and fuel dispenser will be kept at 42 Leonard Street (State Route 32) for the term of this agreement. Town of Northumberland will be responsible to ensure that the operation and maintenance of the tank are in full compliance with all applicable state and local laws and regulations for Petroleum Bulk Storage (PBS) facilities, including the registration of the tank with the New York State Department of Environmental Conservation (NYSDEC). The bidder shall provide the following information with the bid: credit terms, automatic delivery schedule, burner service availability and typical analysis of products. Sealed bids must be received by March 11, 2015 and be addressed to the Bid Committee, PO Box 128- 17 Catherine Street, Gansevoort, NY 12831, be it

RESOLVED, the Northumberland Town Board will open all bids at their regular monthly meeting @ 7:00 PM on March 12, 2015, and be it further

RESOLVED, the Northumberland Town Board has the right to reject any or all bids.

Councilman John DeLisle seconded the introduction of Resolution # 26 of 2015

Supervisor Willard Peck – “Aye”
Councilman Paul Bolesh – “Aye”

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Councilman John DeLisle – “Aye”

Councilman Paul Bolesh – “Aye”

Councilwoman Patricia Bryant – “Aye”

Resolution #26 of 2015 Adopted

5. Bids for the pumping of septic tanks in Sewer District #1 – Councilman Paul Bolesh introduced Resolution #27 of 2015 –

WHEREAS, The Northumberland Town Board is soliciting **bids for the pumping of up to 22 - 1,000 gallon septic tanks (plus any on as an as needed bases) and 1- 2,000 gallon septic tank located in Sewer District #1 on Third St., Fourth St., and a portion of Kobor Road in the Hamlet of Gansevoort.** The bid should include cost for digging up tanks for pumping and any extra hoses that may be needed. The bid must also reflect prevailing wages. Any and all add on cost must be included in the bid amount prior to be awarded. Any changes in the pumping after being awarded must be approved as a change order prior to pumping. Anyone wishing to review the area to be pumped prior to submitting a bid may contact the Deputy Highway Superintendent. The Town Clerk will notify you prior to pumping which tanks are scheduled to be pumped. Bids will run from time of awarding until December 31, 2015. Sealed bids must be received no later than 4:00 PM on March 11, 2015 be it

RESOLVED, Bids will be opened and publicly read @ 7:00 PM on March 12, 2015 at the Northumberland Town Board Meeting, be it further

RESOLVED, The Northumberland Town Board has the right to reject any and/or all bids.

Councilwoman Patricia Bryant seconded the introduction of Resolution #27 of 2015

Supervisor Willard Peck – “Aye”

Councilman Paul Bolesh – “Aye”

Councilman John DeLisle – “Aye”

Councilman George Hodgson – “Aye”

Councilwoman Patricia Bryant – “Aye” Resolution # 27 of 2015 Adopted

6. Asphalt paving bid for 2015. Highway Sup’t Harold Vance Jr. stated that he has not finalized his list for Asphalt Paving for 2015. Highway Sup’t Vance stated that two of the roads he is proposing to pave are Jewell Road and Brownville Road. Highway Sup’t Vance stated they are both in desperate need of repair. Highway Sup’t Vance stated that back when he was on the Town Board the Highway Department paved roughly 5 miles per year. Highway Sup’t Vance stated he would be lucky to pave 3 miles this year. Tabled until next month.

7. Saratoga County Office for the Aging 2015 Agreement for Nutrition and Transportation Program. Councilman George Hodgson Introduced Resolution #28 of 2015;

WHEREAS, Saratoga County Office for the Aging proposals , through subcontract with A & H Services, a transportation program for the transportation of senior citizens in the Town of Northumberland from

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January 1, 2015 to December 31, 2015. The program will provide transportation for medical and legal appointments, services and programs provided through the Senior Center, Nutrition Program when they exist, and to other necessary services and events subject to the rules and regulations under Title III of the Older Americans Act of 1965, as amended, and

WHEREAS, Saratoga County Office for the Aging proposes, through subcontract with Prestige Services Inc., a Dining Program and/or Home Delivery of Meals for the senior citizens in the Town of Northumberland from January 1, 2015 to December 31, 2015. The dining and/or home delivery program will provide meals and supportive services subject to the rules and regulations under Title III of the Older Americans Act of 1965, as amended, therefore be it

RESOLVED, that the Town of Northumberland Town Board authorizes Supervisor Willard Peck to sign the Nutrition Agreement and Transportation Agreement with Saratoga County Office of the Aging, and be it further

RESOLVED, the Town of Northumberland agrees to make quarter payments as follows:

Nutrition Agreement – January 1, 2015 - \$181.25; April 1, 2015 - \$181.25; July 1, 2015 - \$181.25 and October 1, 2015 - \$181.25

Transportation Agreement – January 1, 2015 - \$181.25; April 1, 2015 - \$181.25; July 1, 2015 - \$181.25 and October 1, 2015 - \$181.25, be it further

RESOLVED, these monies will be used to meet the County Office for the Aging financial obligations for the Nutrition Program and Transportation Contract.

Councilman John DeLisle seconded the introduction of Resolution # 28 of 2015.

Supervisor Willard Peck – “Aye”
Councilman Paul Bolesh – “Aye”
Councilman John DeLisle – “Aye”
Councilman George Hodgson – “Aye”
Councilwoman Patricia Bryant – “Aye” Resolution # 28 of 2015 Adopted

DESIGNATIONS

1. Councilman George Hodgson introduced Resolution # 29 of 2015

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

A (General Fund) Vouchers - # 34 - # 80 Total: \$ 1,148,683.82
DA (Highway Fund) Vouchers - # 20 - # 55 Total: \$ 72,990.32
SS (Gansevoort Sewer District) #1 Total: \$32.17

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Councilwoman Patricia Bryant seconded the introduction of Resolution # 29 of 2015.

Supervisor Willard Peck – “Aye”
Councilman Paul Bolesh – “Aye”
Councilman George Hodgson – “Aye”
Councilman John DeLisle – “Aye”
Councilwoman Patricia Bryant – “Aye” Resolution # 29 of 2015 Adopted

3. Supervisor’s Financial Report for December 2014: Councilman John DeLisle introduced Resolution # 30 of 2014:

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 month December 2014:

GENERAL

Balance as of 11/30/2014	\$ 1,301,353.80
Increases	\$ 184,924.07
Decreases	\$ 152,670.83
Balance as of 12/31/2014	\$ 1,333,607.04

HIGHWAY

Balance as of 11/30/2014	\$ 349,407.96
Increases	\$ 132,543.75
Decreases	\$ 313,234.99
Balance as of 12/31/2014	\$ 168,716.72

SEWER DISTRICT #1

Balance as of 11/30/2014	\$ 31,359.18
Increases	\$ 6.44
Decreases	\$ 194.33
Balance as of 12/31/2014	\$ 31,171.29

BE IT RESOLVED, the Town Board has reviewed and approved December, 2014 Monthly Report by Supervisor Willard Peck as presented.

Councilwoman Patricia Bryant seconded the introduction of Resolution # 30 of 2014.

Supervisor Willard Peck – “Aye”
Councilman Paul Bolesh – “Aye”

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Councilman John DeLisle – “Aye”
Councilman George Hodgson – “Aye”
Councilwoman Patricia Bryant – “Aye” Resolution # 30 of 2014 Adopted.

3. Supervisor’s Financial Report for January 2015: Councilman Paul Bolesh introduced Resolution # 31 of 2014:

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 month January 2015:

GENERAL

Balance as of 12/31/2014	\$ 1,333,607.04
Increases	\$ 704,459.93
Decreases	\$ 56,070.82
Balance as of 01/31/2015	\$ 1,981,996.15

HIGHWAY

Balance as of 12/31/2014	\$ 168,716.72
Increases	\$ 0.00
Decreases	\$ 69,715.13
Balance as of 01/31/2015	\$ 99,001.59

SEWER DISTRICT #1

Balance as of 12/31/2014	\$ 31,171.29
Increases	\$ 0.00
Decreases	\$ 0.00
Balance as of 01/31/2015	\$ 31,171.29

BE IT RESOLVED, the Town Board has reviewed and approved January, 2015 Monthly Report by Supervisor Willard Peck as presented.

Councilwoman Patricia Bryant seconded the introduction of Resolution # 31 of 2015.

Supervisor Willard Peck – “Aye”
Councilman Paul Bolesh – “Aye”
Councilman John DeLisle – “Aye”
Councilman George Hodgson – “Aye”
Councilwoman Patricia Bryant – “Aye” Resolution # 31 of 2015 Adopted

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4. Councilman Paul Bolesh reported that Councilman George Hodgson and he audited the departments on January 20th and found everything in order. Councilwoman Patricia Bryant introduced Resolution #32 of 2015

BE IT RESOLVED, that the recommendation of Councilman Bolesh and Councilman Hodgson be accepted as follows:

Pursuant to Town Law Section 123 the criminal and civil dockets of the Town Justice for 2014 have been duly examined and the fines and fees have been turned over to the proper officials, with the monthly cash summary being viewed; that the records of the Code Enforcement Officer for 2014 having been duly examined and turned over to the proper officials; that the records of the Town Clerk/Tax Collector for 2014 having been duly examined and found all fees have been turned over to the proper officials; and the records of the Supervisor for 2014 having been duly examined with all monies disbursed properly.

Councilman Paul Bolesh seconded the introduction of Resolution #32 of 2015.

Supervisor Willard Peck – “Aye”

Councilman Paul Bolesh – “Aye”

Councilman John DeLisle – “Aye”

Councilman George Hodgson – “Aye”

Councilwoman Patricia Bryant – “Aye” Resolution #32 of 20145Adopted

DEPARTMENTS

Building and Zoning: Richard Colozza, Building and Zoning Administrator asked the Town Board’s permission to attend the Training Seminar that is being held in Lake Placid the week of March 2nd. Councilman George Hodgson made a motion authorizing Building and Zoning Administrator Richard Colozza to attend the Training Seminar in Lake Placid the week of March 2nd. Councilman John DeLisle seconded the motion. All in favor, motion carried.

Councilman John DeLisle made a motion @ 7:50 PM to go into Executive Session to discuss Contracts. Councilwoman Patricia Bryant seconded the motion. All in favor, motion carried.

Councilman George Hodgson made a motion to reconvene the Regular Monthly Meeting @ 8:10 PM. Councilman John DeLisle seconded the motion. All in favor, motion carried. Supervisor Peck stated that no action was taken.

Supervisor Willard Peck stated that he has been in contact with Dunham Electric regarding their bid for the Electrical component of the New Town Hall. Dunham Electric’s bid proposal did not include certain deliverables that were enumerated in the Bid Package for the New Town Hall Construction (excavation/backfilling inside the curb area around the New Town Hall and cement bases for parking lot area). Supervisor Peck stated that after discussing these deliverables they indicated that Dunham Electric could not proceed with the project unless upward additional payments were included to cover

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these additional costs. Supervisor Peck stated that he had been advised by Town Attorney Douglas Ward that the General Municipal Law prohibits the Town Board from negotiating additional amounts to pay for these overlooked additional costs. Accordingly, as provided under the provisions of General Municipal Law § 103 pertaining to such circumstances the Town Board needs to treat this bid as withdrawn and award the contract to the next lowest bidder.

Councilman George Hodgson introduced Resolution # 33 of 2015:

WHEREAS, on August 15, 2014 the bid packages for the proposed construction of a new Town of Northumberland Town Hall were released for review in accordance with the public notice and other requirements of New York Law; and

WHEREAS, in accordance with the Notice to Bidders, on September 9, 2014, the sealed bids were opened at 2:00 pm at Town Hall; and

WHEREAS, the results of the bidding were reported to the Town Board at its monthly meeting on September 11, 2014; and

WHEREAS, at the public meeting on September 25, 2014, Supervisor Willard Peck stated that the lowest bid for the Electrical Contract was Dunham Electric at \$222,000.00

WHEREAS, at a public meeting on October 9, 2014 the Town Board determined to proceed with the proposed construction of a New Town Hall, and authorized construction of a New Town Hall in accordance with the design and other details included within the final bid package.

WHEREAS, at this meeting the Town Board authorized the Town Supervisor to enter into contracts for the construction of the new Town Hall with the low bidders including: Electrical – Dunham Electric - \$222,000.00. These awards were subject to a provision that they would not take effect until 31 days from

the adoption of the award resolution or until 1 day after a referendum authorizing the Option -1 Project is approved pursuant to Sections 90 and 91 of the Town Law, whichever is later.

WHEREAS, subsequently the Town Board held a referendum on January 20, 2015 at which the voters affirmed the Board's determination to proceed with construction of a New Town Hall (Option 1).

WHEREAS, subsequent to the referendum Town Officials contacted Dunham Electric in order to finalize its contract in accordance with the low bidder award. In these conversations representatives from Dunham Electric advised that the bid had mistakenly omitted certain items specified in the Town's bid package. Specifically the bid had not included excavation/backfilling inside the curb area around the New Town Hall and cement bases for parking area lighting. These representatives advised that Dunham Electric could not proceed with the project unless upward additional payments were included to cover these additional costs.

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WHEREAS, The Board has been advised by the Town Attorney that General Municipal Law §103 prohibits the Town Board from negotiating additional amounts to pay for these overlooked additional costs.

WHEREAS, under the provisions of General Municipal Law §103 pertaining to such circumstances the Town Board may treat the Dunham Electric bid as withdrawn and award the bid to the next lowest bidder.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF NORTHUMBERLAND, AS FOLLOWS:

1. That the Town Board authorizes the Town Supervisor to enter into a contract for the electric related construction of the New Town Hall in accordance with the bid package with the second low bidder for electric construction work: Flex Electric Constructors, Inc. -- \$269,500.00. Such contract shall be in the general form as included in the bid package and shall include the terms stated in the bid package. Such contract shall be subject to final approval of the Town Attorney.

2. That the Town Supervisor, Town Attorney and Town Engineer take appropriate steps to advise Dunham Electric and Flex Electric Constructors of this determination.

IT IS FURTHER RESOLVED, that the Supervisor, Town Clerk and Town Attorney are directed to take such other and further steps as are necessary to effectuate this Resolution.

Councilman John DeLisle seconded the introduction of Resolution # 33 of 2015 –

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

Resolution # 33 of 2015 – Adopted

Supervisor Willard Peck asked if there was any further business to come before the Town Board tonight. Councilman George Hodgson made a motion @ 8:35 PM to adjourn the Regular Monthly Meeting. Councilman Paul Bolesh seconded the motion. All in favor, motion carried.

Respectfully submitted,

Denise D Murphy
Town Clerk

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