

**Town of Northumberland  
Town Board Meeting  
April 10, 2014**

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 was Clerk Denise Murphy; Town Attorney Douglas Ward; Deputy Highway Sup't Harold Vance Jr and Building and Zoning Administrator Richard Colozza.

**PUBLIC PARTICIPATION**

Chris Benn, General Schuyler Emergency Squad gave a call report for March. General Schuyler Emergency Squad answered 51 calls, of which 11 were in the Town of Northumberland; 17 in the Town of Saratoga; 3 in the Village of Victory Mills and 14 in the Village of Schuylerville. Mr. Benn gave an outline of the upcoming events: There will be a Blood Drive on May 10<sup>th</sup>; and they are still looking for vendors for their Stop N Shop scheduled for May 3<sup>rd</sup>. Regattas will be starting soon on Saratoga Lake.

**APPROVAL OF MINUTES**

1. Councilwoman Patricia Bryant made a motion to approve the minutes of the March 13, 2014 Regular Monthly Meeting. Councilman Paul Bolesh seconded the motion. All in favor, motion carried.

**CORRESPONDENCE**

1. Edward Cross, Dog Control Officer, submitted his Dog Control Officer Report for March 2014. Mr. Cross answered 1 complaint, it was an extremely slow month.
2. Susan Smith submitted a letter to the Northumberland Town Board informing the Town Board that she wishes to be reappointed to the Board of Assessment Review. Mrs. Smith's term expires 09/30/2014. The Town Board held off taking any action at this point.
3. The Town Board received a copy of a letter from South Glens Falls School System to Saratoga County Board of Elections regarding use of the Optical Scan Voting Machines. Michael Patton, Superintendent is requesting authorization for the utilization of 5 optical scan voting machines for Tuesday, May 20, 2014. The Town of Northumberland was sent a copy of the letter as a courtesy since Saratoga County owns the new "Optical Scan" Voting Machines.
4. The Town of Northumberland received a letter from Mary Anne Mariotti, P.E. with New York State Department of Transportation regarding the Consolidated Local Street and Highway Improvement Program (CHIPS). Effective April 1, 2014, all CHIPS and Marchiselli Program reimbursements will now be made directly by the Office of the State Comptroller (OSC). A new appropriation of \$40 million has been

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provided to municipalities to mitigate the impact of this year's severe winter. Additional details will be provided in the April CHIPS' reimbursement letter.

**OLD BUSINESS**

1. Time Warner Cable Franchise: Town Attorney Douglas Ward stated that he talked today with attorney's from Cohen Law Group regarding the Cable Franchise Transfer from Time Warner to Comcast. Attorney Ward stated a package will be coming in the mail regarding the franchise transfer process.
2. Town Employee Handbook: Supervisor Willard Peck stated he is working on this.
3. New Highway Truck: Supervisor Willard Peck stated that he met with Deputy Highway Sup't Harold Vance Jr. regarding the 2014 (Statewide) Piggy Back bids, which is open to all Municipalities and School Districts in New York State. Deputy Highway Sup't Harold Vance Jr. stated that he was comfortable with Oneida County's Contract # RFB – 1692 for the 2015 66,000 GVWR Tandem Axle, 6 x 4 truck and Contract # RFB 1685 for the truck body and snow equipment. Deputy Highway Sup't Harold Vance Jr. stated that he liked the Western Star 4700SB. Deputy Highway Sup't Harold Vance Jr. stated the vehicle quotation comes with the following:

**RFB # 1692 Western Star 4700 set-back front axle chassis**

Set back axle – truck	5750 MM (226 inch) wheelbase
DETROIT DD13 12.8L 450 HP@1800RP, 2080 GOV RPM, 1650 LB/FT @ 1100 RPM	½ x 3.64 x 11-7/8 inch steel frame (12.7MMx301.6MM/0.5x11.88 inch)120KSI
Eaton Fuller RTO=16908LL Transmission	1600MM (63 Inch) rear frame overhang
RT-46-164P 46,000# R-Series Tandem Rear Axle	Partial Inner Frame Reinforcement at Front Suspension
Chalmers 854 46,000# Rear Suspension	Body Company Installed Additional Front Frame Reinforcement for Snow Plow
MFS-20-133A 20.000# FL 1 Single Front Axle	
20,000# Flat Leaf Front Suspension	
110 Inch BBC Steel Conventional Cab	

**Vehicle Price: 109,856.00**

**New York Truck Equipment**

**280 Corinth Road**

**Queensbury, NY 12804**

**RFB # 1685 Viking Body, Plow and Wing**

This equipment requires 132" useable CT and minimum 50" AF  
Provide Tail plates with hitch  
Order body without tarp holes in fenders  
Trim spread apron wings and raise for clearance  
Add access steps inside body LH Front Corner  
Install spare airline in console for emergency repair

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Body, Plow and Wing painted per superintendent

Body/Plow/Wing Price: \$69,594.15

Cives Corporation dba

Viking Cives

14331 Mill Street

Harrisville, NY 13648

Deputy Highway Sup't Harold Vance Jr. stated there are some options that he would like added to the Viking Bid:

S70305F – Steel Sideboards Installed (set) \$420.00

S52030X-PRR1142FE Reversible Plow ILO One Way \$1,045.80

ON10146X-Proline w/bi-directional main conveyor, cab controls installed in lieu of Front Discharge only	\$4,240.60
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Additional Options: \$5,706.40

Supervisor Willard Peck introduced Resolution #50 of 2014 –

**WHEREAS**, the Town of Northumberland Highway Department is in need of a 66,000 GVWR Tandem Axle, 6 x 4 truck with a dump body, plow and wing, and

**WHEREAS**, Onandaga and Oneida County each have awarded bids for a 66,000 GVWR Tandem Axle, 6 x 4 truck with a dump body, plow and wing, and

**WHEREAS**, Onandaga and Oneida Counties bids are 2014 (statewide) Piggyback Bids, open to all Municipalities and School Districts, therefore be it

**RESOLVED**, the Northumberland Town Board accepts the bid # RFB-1692 for 2015 66, GVWR Tandem Axle, 6 x 4 truck from Oneida County Bid, and be it further

**RESOLVED**, the Northumberland Town Board accepts the quote from New York Truck Equipment, 280 Corinth Road, Queensbury for a 2015 Western Star 4700SB for a price of \$109,856.00, and be it further

**RESOLVED**, THE Northumberland Town Board accepts the bid # RFB-1685 for a Viking Body, Plow and Wing from Oneida County Bid, and be it further

**RESOLVED**, the Northumberland Town Board accepts the quote from Viking Cives, 14331 Mill Street, Harrisville, NY 13648 in the amount of \$ 69,594.15, and be it further

**RESOLVED**, the Northumberland Town Board accepts the following add-ons:

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S70305F – Steel Sideboards Installed    \$420.00  
S52030X – PRR1142FE Reversible Plow ILO One Way    \$1,045.80  
ON10146X – Proline w/bi-directional main conveyor,  
Cab controls installed in lieu of Front discharge only    \$4,240.60

for an additional cost of \$5,706.40, be it further

**RESOLVED**, the total cost for the 2015 Western Star 4700 SB chassis and Viking Body, Plow and Wing is \$ 185,156.55, and be it further

**RESOLVED**, the 2015 Western Star 4700 SB Chassis and Viking Body, Plow and Wing will be paid as followed:

DA5130.2	\$50,156.55
BAN	<u>\$135,000.00</u>
	\$185,156.55

Councilwoman Patricia Bryant seconded the introduction of Resolution #50 of 2014.

Supervisor Willard Peck – “Aye”  
Councilman Paul Bolesh – “Aye”  
Councilman John DeLisle – “Aye”  
Councilman George Hodgson – “Aye”  
Councilwoman Patricia Bryant – “Aye”    Resolution #50 of 2015 Adopted

4. Sale of Used Highway Equipment: The Northumberland Town Board solicited bids for used highway equipment. The following sealed bids were opened:

Kenneth Thompson  
Military Dump Trailer - \$126.00  
Military Trailer - \$101.00  
Onan Generator - \$35.00

Tony DeLuca  
Onan Generator - \$155.50

Fort Edward Supply  
Onan Generator - \$401.00

Timothy Colozza  
1979 Chevrolet Rescue Truck - \$832.52

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Jack Tucker

Onan Generator - \$150.95

Dan Chenier

John Deere Mower - \$375.00

Jeff Dado

Military Trailer Dump - \$56.00

Military Trailer - \$56.00

Viking Snow Plow/wing – 2 @ \$51.00

10 ' Stone Chipper - \$16.00

Chevy Fire Truck - \$376.00

Galion Roller - \$276.00

John Deere Mower - \$156.00

1991 Ford Dump Truck - \$1,026.00

Gradall 660 Excavator - \$976.00

Hope Arlin

John Deere Mower - \$455.00

M.R. Parillo

Military Trailer Dump - \$217.77

Military Trailer - \$207.17

Viking Plow/wing 2 @ \$47.00

Unknown Plow/wing 2 @ \$33.00

Roller - \$327.00

Generator - \$101.00

Dump Truck - \$607.17

Rescue Truck - \$217.27

Henry Moak

Military trailer - \$152.40

Viking Plow/Wing 2 @ \$153.00

Unknown Plow/Wing 2 @ \$153.00

10' Stone Chipper - \$208.00

Rescue Truck - \$821.00

Galion roller - \$611.50

1991 Dump Truck - \$1,132.50

Gradall Excavator - \$1,618.40

Councilman Paul Bolesh introduced Resolution # 51 of 2014:

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**WHEREAS**, the Northumberland Town Board solicited sealed bids for used highway equipment, and

**WHEREAS**, the Northumberland Town Board opened and publically read the bids for used highway equipment, therefore be it

**RESOVED**, the Northumberland Town Board accepts the following bids for used highway equipment:

Henry Moak

- 2 – Viking snow plow/wing 2 @ \$153.00
- 2 – Unknown plow/wing 2 @ \$153.00
- 1 – 10’ Stone Chipper - \$208.00
- 1 – Galion 4-6 ton roller - \$611.50
- 1 - 1191 Ford L8000 Dump Truck - \$1,132.50
- 1 – Gradall Excavator - \$1,618.40

M.R. Parello

- 1 – Trailer - \$207.17

Fort Edward Supply, Inc.

- 1 – Onan Generator - \$401.00

Timothy Colozza

- 1 – 1979 Chevrolet Fire Rescue Truck - \$832.52

Councilman John DeLisle seconded the introduction of Resolution # 51 of 2014.

Supervisor Willard Peck – “Aye”

Councilman Paul Bolesh – “Aye”

Councilman John DeLisle – “Aye”

Councilman George Hodgson – “Aye”

Councilwoman Patricia Bryant – “Aye”      Resolution # 51 of 2014 Adopted

5. Bids for the replacement of the Town Highway Garage Doors: Deputy Highway Sup’t Harold Vance Jr. informed the Town Board that he received 3 quotes for the installation of 3 entrance doors for the Highway Department. The bids were received from Allerdice; Kamco and Curtis Lumber Co. After a review of the quotes, Allerdice is the only one that the price reflects the installation. The Highway Sup’t will contact Kamco and Curtis Lumber to obtain a price for installation.

**NEW BUSINESS**

1. Schuyler Park: Councilman John DeLisle informed the Town Board that the Schuyler Park Committee solicited bids for the mowing and turf management for Schuyler Park. After receiving and reviewing the bids, Schuyler Park would like to recommend that the Town of Northumberland and the Town of

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Saratoga accepts Collins Turf Services, LLC bid for Schuyler Park mowing and turf management for 2014 – 2017 season for \$20,088.17 per year.

Councilman John DeLisle introduced Resolution #52 of 2014 –

**WHEREAS**, the Schuyler Park Committee solicited sealed bids for the Schuyler Park mowing and turf management contract, and

**WHEREAS**, the Schuyler Park Committee reviewed the quotes that were received and recommends that the Town of Northumberland approve the bid from Collins Turf Services, LLC for Schuyler Park Mowing and Turf Management, therefore be it

**RESOLVED**, the Northumberland Town Board accepts Schuyler Park Committee’s recommendation for the Schuyler Park Mowing and Turf Management, and be it further

**RESOLVED**, the Northumberland Town Board accepts Collins Turf Services, LLC bid for Schuyler Park Mowing and Turf Management Contract – cost for 2014 – 2017 season at \$20,088.17 per year, and be it further

**RESOLVED**, the Bid Contract price includes full mowing and trimming services, fertilizing, weed control, core aerating and over seeding.

Councilman Paul Bolesh seconded the introduction of Resolution #52 of 2014.

Supervisor Willard Peck – “Aye”

Councilman Paul Bolesh – “Aye”

Councilman John DeLisle – “Aye”

Councilman George Hodgson – “Aye”

Councilwoman Patricia Bryant – “Aye”                      Resolution # 52 of 2014 Adopted

2. Hudson Crossing Park: Gateway Pavilion & Eagle Point Improvements: Councilman George Hodgson informed the Town Board that Hudson Crossing Park solicited bids for Gateway Pavilion and Eagle Point Improvements at Hudson Crossing Park. Councilman Hodgson stated that the bids were opened at 12:00 noon on April 8<sup>th</sup>. The following bids were received:

- Brookside Farms - \$48, 124.00
- New Dimensions Outdoor Service - \$65,728.08
- R & B Construction, LLC - \$52,016.00
- Cleveland Brothers Landscaping - \$53,204.00
- GSL Landscaping & Nursery - \$50,548.00
- Toad Flax Nursery - \$ 95,355.00

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Councilman Hodgson stated that he reviewed the quotes with Bill Sprengnether, our consultant, and they felt comfortable with Brookside Farms quote. Councilman Hodgson stated that whoever is awarded the bid must obtain a Work Permit from Canal Corp. Councilman Hodgson stated this project will be paid from the Scenic Byway Heritage Center Grant.

Councilman George Hodgson introduced Resolution # 53 of 2014

WHEREAS, the Town of Northumberland solicited bids for the Gateway Pavilion and Eagle Point Improvements at Hudson Crossing Park, and

WHEREAS, the Town of Northumberland opened sealed bids on April 8, 2014 @ 12:00 Noon, and

WHEREAS, Brookside Farms submitted a bid of \$48,124.00, therefore be it

BE IT RESOLVED, the Northumberland Town Board authorizes Supervisor Willard Peck to sign on behalf of the Town of Northumberland an Agreement with Brookside Farms. which states

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents as specified in Article 7 hereof. The Work, which will take place at the Hudson Crossing Park, on Lock C5 Island in Northumberland NY, is generally described as follows:

Gateway Pavilion & Eagle Point Improvements

ARTICLE 2. CONTRACT TIME

The Work must be initiated on the shoreline stabilization portion of the project by May 20, 2014 and the entire project must be completed by July 31, 2014. Time is of the essence for CONTRACTOR's compliance with these deadlines.

CONTRACTOR shall pay the TOWN **one hundred dollars (\$100.00)** for each day that expires after the time specified in the previous paragraph for completion until the Work is completed.

ARTICLE 3. CONTRACT PRICE

The TOWN shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents the amount of **\$48,124.**

ARTICLE 4. PAYMENT PROCEDURES

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CONTRACTOR shall submit Application for Payment to the Town by the 1<sup>st</sup> of each month for the preceding month's performance of the Work. If the 1<sup>st</sup> of the Month falls on a weekend or a town-recognized holiday, the CONTRACTOR shall submit the Application for Payment on the next following business day

4.1 Progress Payments. The TOWN shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended and approved by the Town Engineer, on or about the 15<sup>th</sup> day of each month during construction as provided in paragraphs 4.1.1 and 4.1.2 below. All such payments will be measured by the schedule of values established in the Bid Form submitted by the CONTRACTOR and dated April 8, 2014 (Attached as Exhibit A) or any amendments thereto

4.1.1 As the Work progresses in accordance with the Contract Documents and in a manner that is satisfactory to the TOWN, the TOWN hereby agrees to make payments to the CONTRACTOR therefore, based upon the Bid Form attached as Exhibit A hereto and made a part hereof, as follows: The TOWN shall once in each month and on such days as it may fix, determine the quantity of work performed and of material which has actually been put in place in accordance with the terms and conditions of the Contract, during the preceding month, and compute the value thereof and pay to the CONTRACTOR the monies due, as determined by the Town Engineer. No monthly payment shall be rendered unless the value of the Work completed equals 5% of the contract amount or \$1,000, whichever is less.

4.1.2 When, in the opinion of the Town Engineer, the CONTRACTOR has fully performed the Work under the contract, the Town Engineer shall recommend to the TOWN the acceptance of the Work so completed. If the TOWN accepts the recommendation of the Town Engineer, it shall thereupon by letter notify the CONTRACTOR, with copies to other interested parties, of such acceptance. Prior to the final acceptance of the Work by the TOWN, the Contract Work may also be inspected, accepted and approved by any other agencies and/or municipalities who will have jurisdiction of the Work after the final acceptance.

4.2 Final Payment. Upon Final completion and acceptance of the Work in accordance with paragraph 4.1.2 hereof and provided that TOWN receives necessary approvals from State Agencies or Authorities with jurisdiction over the Work and the TOWN also receives all documents called for in the Contract Documents and proof of releases of liens, the TOWN shall pay the remainder of the Contract Price as recommended by the Town Engineer as provided in said paragraph 14.07.

ARTICLE 5. INTEREST

Any money not paid when due hereunder shall be governed by Article XI-A of the State Finance Law to the extent possible.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

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In order to induce the TOWN to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized him or herself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and Laws and Regulations that in any manner may affect cost, progress or performance of the Work.
- 6.2 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 6.3 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 6.4 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 6.5 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 6.6 CONTRACTOR shall perform the Work in a professional, efficient and workmanlike manner, using only qualified, skilful and careful workers, in strict accordance with the Contract Documents and in accordance with sound and currently accepted design, engineering, procurement, construction and commissioning practices normally employed in industrial construction similar to the Work.
- 6.7 CONTRACTOR shall ensure that title to any and all goods and those procured goods supplied by the CONTRACTOR shall, upon delivery to the Work site, be free from any and all claims, liens, charges, encumbrances or security interests of any kind whatsoever.
- 6.8 CONTRACTOR shall ensure equipment and materials furnished, manufactured or fabricated by the CONTRACTOR, or its subcontractors, for incorporation into the Work, shall be free from all latent and other defects or deficiencies; meet the specifications in the Contract Documents, if so specified, and if not specified then be of the quality best suited for the required operating conditions and intended use and purpose of the materials and services; and be fit for the purpose for which the equipment and materials have been manufactured or fabricated.

ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the TOWN and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

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- 7.1 This Agreement
- 7.2 Invitation to Bid (Exhibit A)
- 7.3 Bid Form (Exhibit B)
- 7.4 Non-Collusive Bidding Certification (Exhibit C)
- 7.5 Supplemental Conditions, Addenda, Approved Change Orders (Exhibit D)
- 7.6 Hudson Crossing Park Gateway Pavilion & Eagle Point Fence Project Plan sheets numbers L100 through L600 (Exhibit E)
- 7.7 Agreement between the Town of Northumberland and the NYS Department of Transportation (#C032790)

The Contract Documents, together with the Performance and Labor and Material Bond, represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract Documents may be amended or modified only by a written modification.

ARTICLE 8. WARRANTY

- 8.1 CONTRACTOR represents and warrants that it shall perform the Work in a professional, efficient and workmanlike manner, in strict accordance with the Contract and in accordance with sound and currently accepted construction practices normally employed in construction similar to the Work. The CONTRACTOR shall warrant the project for a one (1) year Warranty Period after the TOWN accepts completion of the project. If a defect in the Work is discovered during the Warranty Period and if the TOWN has notified the CONTRACTOR in writing of such deficiency no later than 30 days after the expiry of the Warranty Period, the CONTRACTOR shall, at its own risk and expense, remedy without delay, and in a manner satisfactory to the TOWN, such defect, including but not limited to:
  - Repair or replacement of any portion of the site damaged as a result of such defect or damaged by the remedy of such defect;
  - Repair or replacement of all equipment, materials, supplies, or work performed by other contractors, damaged as a result of such defect, or damaged by the remedy of such defect; and
  - Repair or replacement of any property, including but not limited to land belonging to the TOWN, or others, which is damaged as a result of the defect or damaged by the remedy of such defect.
- 8.2 Should the CONTRACTOR fail to remedy a defect, or commence a remedy on a defect, in accordance with Section 8.1, within 7 days of the TOWN providing a notice to the CONTRACTOR to remedy the same, the TOWN may proceed with any activities necessary to remedy the defect and the CONTRACTOR shall be liable to and shall indemnify the TOWN for any and all reasonable costs and expenses incurred by the TOWN in doing so and the TOWN may retain and deduct such amount from payments or other monies due, or which may become due, to the CONTRACTOR, howsoever arising.

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- 8.3 The CONTRACTOR further warrants any and all corrective actions it performs in respect of defects appearing during the Warranty Period for a period of 12 months from completion of the remedial work.
- 8.4 The CONTRACTOR shall immediately advise the TOWN of any defects in workmanship, defects, errors, omissions or mistakes in the Work that it discovers or becomes aware of during the Contract Time or the Warranty Period.
- 8.5 The CONTRACTOR shall perform its warranty obligations set forth in this Article in a manner that keeps disruptions to the TOWN's continued operation at a minimum.
- 8.6 Neither acceptance of the Work by the TOWN, nor payment for performance of the Work, shall relieve the CONTRACTOR from any responsibility for defects in the Work.

ARTICLE 9. NEW YORK LAW TO GOVERN/VENUE

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of New York, without regard to its principles of choice of law. Each of the parties hereto irrevocably consents to the exclusive jurisdiction of any state or federal court located in Saratoga County, New York, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, and agrees that process may be served upon them in any manner authorized by the laws of the State of New York for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction and such process.

ARTICLE 10. COMPLIANCE WITH LAW

- 10.1 The CONTRACTOR shall act in accordance with all policies and the law and with a view to the timely and cost effective completion of the Work in accordance with the Contract Document.
- 10.2 Where there is a change in the law after the effective date of the Contract, the CONTRACTOR shall be responsible for ensuring that the Work complies with the law, but any time or cost associated with such change shall be to the account of the TOWN. If the CONTRACTOR considers such change to be a change order or change directive, the CONTRACTOR may make a claim for such change order or change directive under Article 12.
- 10.3 The CONTRACTOR shall comply with and shall ensure that its employees and agents comply with and shall contractually require its subcontractors and their respective employees and agents to comply with all applicable law in connection with the Work.
- 10.4 The CONTRACTOR shall obtain from governmental authorities or other third parties, and pay for, those licenses, permits and approvals required by law and the Contract to perform the Work, except those licenses, permits and approvals required with respect to the land-use aspects of the Work to be performed on the site, and except for any licenses, permits and approvals required by the Contract to be obtained by the TOWN.

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- 10.5 Subject to Section 11.2, if the CONTRACTOR discovers any variance between the law and any materials purchased or supplied by the CONTRACTOR or subcontractors, the CONTRACTOR shall promptly notify the TOWN before proceeding with the part of the Work affected, and shall make the necessary revisions to the materials to comply with the law, at the CONTRACTOR's expense.

ARTICLE 11. MISCELLANEOUS

- 11.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 11.2 The TOWN and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 11.3 Indemnity. To the extent permitted by law, the CONTRACTOR agrees to defend, indemnify and hold harmless the TOWN against any and all claims arising out of the negligence of the CONTRACTOR, or the negligence of any subcontractor, in the performance of this contract.
- A. To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend and hold harmless the TOWN against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the work itself, but only to the extent caused in whole or in part by negligent acts or omissions of the CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
- B. In claims against any person or entity indemnified under this Section by an employee of the CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' compensation acts, disability benefit acts.
- C. The CONTRACTOR will hold harmless the TOWN, their agents and employees from all liability, loss or expense, arising out of claims by subcontractors or suppliers of any material or equipment for installation or incorporation in the work, including any items especially designed or fabricated for the work or for tools or equipment rented or leased for the work,

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but only to the extent caused by the negligent acts or omissions of the CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

- 11.4 Insurance. No work shall commence and the TOWN has the option to void the contract unless the CONTRACTOR shall secure and deliver a certificate of insurance dated within five (5) days of the date of the signing of the contract and showing that the required policies are in effect. CONTRACTOR shall maintain such insurance policies as will protect himself, his subcontractors, and unless otherwise specified, the TOWN, their agents, servants and employees as additional insured, from any and all claims for Bodily Injuries, Death, or Property Damage which may arise from operations under the contract whether such operations be by himself or by any subcontractor or anyone employed by him directly or indirectly, or any other party who may be injured, claim injuries or die.

The insurance as required shall be written for the following limits as listed below, or greater if required by the TOWN.

WORKERS' COMPENSATION INSURANCE.

The CONTRACTOR shall procure and maintain during the life of this Contract, Workers' Compensation for all of his employees to be engaged in the work on the project under this Contract, and in case of any such work sublet, the CONTRACTOR shall require his subcontractor similarly to provide Workers' Compensation insurance for all the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the CONTRACTOR's Workers' Compensation insurance. These coverages shall meet the Statutory Limits of New York State. Any and all proprietors, partners, executive officers and members must be covered for Workers' Compensation even if not required by NYS law to be covered. Certificates of Insurance must show that Workers' Compensation is in effect and "N" must appear on the Certificate next to the question, "Any Proprietor/Partner/Executive Office/Member Excluded". The CONTRACTOR agrees to waive his right of subrogation against the TOWN.

COMPREHENSIVE COMMERCIAL GENERAL LIABILITY INSURANCE INCLUDING CONTRACTUAL

The CONTRACTOR shall procure and maintain insurance in the following amounts:

- a. \$1,000,000 each occurrence bodily injury and property damage
- b. \$2,000,000 general aggregate
- c. \$2,000,000 products/completed operations to be maintained for one year after final payment
- d. Include the TOWN OF NORTHUMBERLAND as additional insured's on a Primary and Non-Contributory Basis
- e. The CONTRACTOR agrees to waive his right of subrogation against the TOWN.

UMBRELLA LIABILITY

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- a. \$1,000,000 over primary coverage
- b. Include the TOWN OF NORTHUMBERLAND

BUSINESS AUTO LIABILITY

- a. \$1,000,000 bodily injury and property damage combined limit
- b. Include Hired and Non-owned auto liability

CERTIFICATES

Certificates of Insurance acceptable to the TOWN shall be filed with the TOWN OF NORTHUMBERLAND, prior to commencement of the work. The certificates and insurance policies required by this contract shall contain a provision that coverage's afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the TOWN. All companies shall be licensed to do business in the State of New York.

- 11.5 The CONTRACTOR shall obtain and be responsible for the cost of any and all insurance required by the New York State Canal Corporation and/or the Department of State.
- 11.6 The CONTRACTOR shall comply with all applicable terms and conditions contained in the agreement between the Town of Northumberland and the NYS Department of Transportation (#C032790) (Exhibit F). In the event of a conflict between this agreement and the State assistance agreement, the terms of the State assistance agreement shall control.

ARTICLE 12. CHANGE ORDERS

- 12.1 Changes in the Work. The TOWN OF NORTHUMBERLAND may, at any time, without invalidating this Agreement, make changes in, add to or delete from the work to be performed hereunder. No such changes shall be made and no claims of the CONTRACTOR for extra work shall be valid except as authorized by written order signed by the TOWN OF NORTHUMBERLAND.
- 12.2 Payment of Change Orders. Each Change Order shall include any applicable revisions to the Payment Schedule or an alternative schedule for the payments, if applicable, that may be due by TOWN OF NORTHUMBRELAND to CONTRACTOR thereunder (or where applicable, Contract Price reduction to the TOWN OF NORTHUMBRELAND thereunder). Invoicing for Change Order amounts, whether increases or decreases, shall be in accordance with Payment Schedule revisions set forth in the Change Order or alternate schedule for payments as set forth in the Change Order.

Councilwoman Patricia Bryant seconded the introduction of Resolution # 53 of 2014

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

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Councilwoman Patricia Bryant – “Aye”

Resolution # 53 of 2014 Adopted

3. Town Wide Clean-Up Day: Councilman Paul Bolesh reminded the Town Board that the Town Wide Clean-Up Day is April 26, 2014.

4. Supervisor Willard Peck stated that he would like to acknowledge the death of Eugene Corsale. Mr. Corsale was previously the Saratoga County Real Property Tax Director. Mr. Corsale worked tirelessly on behalf of all veterans. Mr. Corsale attended all the “Honor a Deceased Veteran” Program in Saratoga County. Mr. Corsale passed away March 15, 2014.

**APPOINTMENTS**

Board of Assessment Review: Susan Smith (term expires 09/31/2014)

Planning Board: CJ Lofgren (term expires 09/31/2014)

Opening of Zoning Board of Appeals:

Schuyler Park Committee: Councilman John DeLisle (term ends 05/31/2014)

**DESIGNATIONS**

1. Transfers: Councilwoman Patricia Bryant introduced Resolution # 54 of 2014:

**WHEREAS**, the following accounts are over spent:

A1220.2 - \$176.00

A1355.2 - \$70.00

DA9089.8 - \$165.00

**BE IT RESOLVED**, the funds will be transferred from:

A1990.4 - \$246.00

DA5142.1 - \$165.00

Councilman John DeLisle seconded the introduction of Resolution # 54 of 2014.

Supervisor Willard Peck – “Aye”

Councilman Paul Bolesh – “Aye”

Councilman John DeLisle – “Aye”

Councilman George Hodgson – “Aye”

Councilwoman Patricia Bryant

Resolution # 54 of 2014 Adopted

2. Supervisor’s Financial Report: Councilman Paul Bolesh introduced Resolution # 55 of 2014:

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**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 March 2014:

**GENERAL**

Balance as of 02/28/2014	\$ 1,489,056.53
Increases	\$ 73,608.84
Decreases	\$ 70,252.46
Balance as of 03/31/2014	\$1,492,412.91

**HIGHWAY**

Balance as of 02/28/2014	\$ 500,776.58
Increases	\$ 0.00
Decreases	\$ 117,019.22
Balance as of 03/31/2014	\$ 383,757.36

**SEWER DISTRICT #1**

Balance as of 02/28/2013	\$ 33,124.26
Increases	\$ 0.00
Decreases	\$ 42.28
Balance as of 03/31/2013	\$ 33,081.88

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

Councilwoman Patricia Bryant seconded the introduction of Resolution # 55 of 2014

Supervisor Willard Peck – “Aye”  
Councilman Paul Bolesh – “Aye”  
Councilman John DeLisle – “Aye”  
Councilman George Hodgson – “Aye”  
Councilwoman Patricia Bryant – “Aye”      Resolution # 55 of 2014 Adopted

3. Approval of Vouchers: Councilman Paul Bolesh introduced Resolution # 48 of 2014

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

A (General Fund) Vouchers # 106 - # 134 Total: \$ 47,473.35  
DA (Highway Fund) Vouchers # 90 - # 130 Total: \$ 47,712.56

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SS (Sewer District #1) Voucher # 4 Total: \$ 39.42

Councilwoman Patricia Bryant seconded the introduction of Resolution # 48 of 2014.

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

Resolution #48 of 2014 Adopted

Councilman Paul Bolesh made a motion @ 9:10 PM to go into Executive Session to discuss personnel. Councilman George Hodgson seconded the motion. All in favor, motion carried.

Councilman John DeLisle made a motion @ 9:40 PM to reconvene the Regular Monthly Meeting. Councilwoman Patricia Bryant seconded the motion. All in favor, motion carried.

Supervisor Willard Peck asked if the Town Board wished to take any action at this time. Councilman George Hodgson made a motion to appoint Harold Vance Jr. Highway Sup't. Councilwoman Patricia Bryant seconded the motion. All in favor, motion carried.

Councilman Paul Bolesh made a motion @ 9:42 PM to adjourn the Regular Monthly Meeting. Councilwoman Patricia Bryant seconded the motion. All in favor, motion carried.

Respectfully submitted,

Denise D Murphy  
Town Clerk

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