

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

BE IT RESOLVED, the Northumberland Town Board appoints David Brennan as permanent Town Attorney at a yearly salary of \$27,050 and Planning and Zoning Attorney at a yearly salary of \$7,200 and be it further

RESOLVED, that this appointment takes effect immediately.

Councilman Paul Bolesh seconded the introduction of Resolution #30 of 2019.

Supervisor Willard Peck – “Aye”
Councilman Paul Bolesh – “Aye”
Councilman John Bolesh – “Aye”
Councilman George Hodgson – “Aye”
Councilwoman Patricia Bryant – “Aye” Resolution #30 of 2019 Adopted

OLD BUSINESS

1. Sexual Harassment Policy: Councilman George Hodgson introduced Resolution #31 of 2019 –

BE IT RESOLVED, that the Town Board hereby adopt a Sexual Harassment Prevention Policy. It is further resolved that all employees shall be trained in the Sexual Harassment Prevention Policy as required by Law.

Councilwoman Patricia Bryant seconded the introduction of Resolution #31 of 2019.

Supervisor Willard Peck – “Aye”
Councilman Paul Bolesh – “Aye”
Councilman John Bolesh – “Aye”
Councilman George Hodgson – “Aye”
Councilwoman Patricia Bryant – “Aye” Resolution #31 of 2019 Adopted

Councilwoman Patricia Bryant stated that the training must occur within one year from today, with annual training thereafter.

2. Moreau Emergency Squad: Supervisor Willard Peck stated that the Moreau Emergency Squad contract for 2019 is in front of the Town Board Members. Supervisor Willard Peck asked if the Town Board wishes to take action tonight. Councilman George Hodgson introduced Resolution #32 of 2019 –

BE IT RESOLVED, This Agreement made and dated as of January 1, 2019, between the **Town of Northumberland**, Saratoga County, New York, hereinafter designated as the **TOWN**, and **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 County of Saratoga, State of New York, which corporation is a duly organized volunteer emergency squad, hereinafter designated as the **SQUAD**;

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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 northerly 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 **Eighty Seven Thousand Dollars (\$87,000.00)** as payment for the ambulance service to be provided. The **SQUAD** agrees to accept the sum of **Eighty Seven Thousand Dollars (\$87,000.00)** as payment for the ambulance services to be provided, and:

a). It is hereby mutually covenanted and agreed that the relation of **SQUAD** to the **TOWN** under this agreement shall be that of an independent contractor and shall not be exclusive;

b). No facilities or equipment have been or shall be provided by **TOWN**;

c). The **TOWN** hereby authorizes **SQUAD** to impose upon each user of the ambulance reasonable fees or charges. Such fees or charges are in conjunction with the amount of this agreement and are received together with the amounts paid by the **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 commercial general liability insurance including the **TOWN** as an Additional Insured on a primary and non-contributory basis protecting said **TOWN** with limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to buildings or property in any one occurrence. The **SQUAD** agrees to indemnify and save harmless the **TOWN** from any and all claims arising out of the operation of said ambulance service pursuant to as above set forth and said party further agrees to furnish the **Town** insurance certificates showing coverage as above set forth.