

Caroline Town Board Meeting of November 19, 2015

The Town Board Business meeting is November 11, 2015 continued on November 19, 2015 at the Caroline Town Hall and was called to order at 7:35 p.m. by Supervisor Don Barber.

Attendance:

Don Barber, Supervisor
John Fracchia, Councilmember
Irene Weiser, Councilmember
Mark Witmer, Councilmember and Deputy Supervisor
Tim Seely, Councilmember

Recording

Secretary: Marilou Harrington-Lawson, Town Clerk

Also present: Ed Wurtz, Pat Dubin, Emily, Beth Harrington, Pete Hoyt, Gary Reinbolt, and Cal Snow were present.

Privilege of the Floor

Agenda

Preliminary Budget Discussion

Highway- Councilmember Seely – One retirement next year, 2 retirement in 2017 in Highway department. The budget is a 6 person budget. What can we realistically work with? Bring a full time person on by October or November so they would be well trained. Having a ½ time person starting out would save \$16,000.00 from the budget.

Resolutions

Resolution xxx of 2015

Highway Budget \$16,000.00 – Repairs, Improvement, Machinery, Misc \$3000 out of DA 5110. 1, DA5112. 1 DA5130.1 and \$4,000 out of DA5140. 1.

Not Adopted Barber: Nay; Fracchia: Nay; Witmer: Aye; Weiser: Aye Seely: Nay

Resolution xxx of 2015

2016 Budget

A motion was made by Mr. Fracchia and seconded by Mr. Seely

The Caroline Town Board hereby passes the budget for 2016.

Not Adopted Barber: Nay; Fracchia: Aye; Witmer: Aye; Weiser: Nay Seely: Nay

Caroline Fire District

Don Barber and second John Fracchia

Resolved the Caroline Town Board hereby adopts the budget for the Caroline Fire district

Adopted Barber: Aye; Fracchia: Aye; Witmer: Aye; Weiser: Aye Seely: Aye

Caroline Light District

Don Barber 2nd Tim Seely

Resolved the Caroline Town Board hereby adopts the budget for the Caroline Light District

Adopted Barber: Aye; Fracchia: Aye; Witmer: Aye; Weiser: Aye Seely: Aye

A motion was made by Mr. Barber and seconded by Mr. Fracchia

The Caroline Town Board, hereby adjusts line DA

Adopted Barber: Aye; Fracchia: Aye; Witmer: Aye; Weiser: Aye Seely: Aye

Resolution xxx of 2015

XXXXXXXXXXXXXX

A motion was made by Mr. Barber and seconded by Ms. Weiser

2016 AGREEMENT FOR SLATERVILLE AMBULANCE SERVICE

AGREEMENT made this 19th day of **NOVEMBER 2015 (FOR 2016)**, by and between the TOWN OF CAROLINE, 2668 Slaterville Road, P.O. Box 136, Slaterville Springs, New York 14881 hereinafter referred to as the "TOWN", and SLATERVILLE AMBULANCE, INC., a not-for-profit corporation, 2681 Slaterville Road, P.O. Box 153, Slaterville Springs, New York 14881, hereinafter referred to as "Slaterville Ambulance."

WITNESSETH

WHEREAS, at a regular meeting of the Town Board held at the Town Hall on the **19th** day of **November**, the Town Board determined that it was in the public interest for the Town of Caroline to enter into a contract with Slaterville Ambulance to furnish emergency medical and ambulance service for all person in the Town of Caroline, and

WHEREAS, at a meeting of the Board of Directors of Slaterville Ambulance held at Slaterville Springs, New York on the ____ day of _____, 2015, Slaterville

Ambulance agreed to furnish such emergency medical and ambulance service, and

WHEREAS, this contract is authorized by General Municipal Law 122-b,

NOW, THEREFORE, it is mutually agreed by the parties as follows:

1. SERVICE TO BE PROVIDED

- (a) Slaterville Ambulance shall provide 24-hour, 7 days per week, emergency medical and ambulance service for all persons in the Town of Caroline, requiring such service and shall provide pre-hospital emergency medical treatment and shall transport sick or injured persons found within the boundaries of the Town to a hospital or other health care facility for treatment of such illness or injury. Slaterville warrants and represents that it has, and will continue to have, sufficient trained and certified personnel, equipment and supplies to provide the service provided herein. The Town recognizes that Slaterville Ambulance has only one ambulance and is not capable of responding to multiple emergencies, or while "out of service." "Out of service" shall mean such times as when the ambulance is being routinely serviced and is "out of service" for a temporary short period of time during such routine service.
- (b) When notified of the need for ambulance service within the town, Slaterville Ambulance will respond and attend to any such request without delay.

2. VOLUNTEERS

- (a) Slaterville Ambulance and the town agree that all providers of emergency service are volunteers.
- (b) The parties agree that volunteer members of Slaterville Ambulance, who provide such services, will be covered with the statutory coverage under the Volunteer Ambulance Worker's Benefit Law, which insurance coverage shall be paid by the Town.

3. CERTIFIED AMBULANCE

- (a) Slaterville Ambulance agrees that it shall provide a voluntary ambulance service with all the personnel, equipment and supplies required by the Public Health Law and the regulations promulgated by the Department of Health. Such ambulance shall at all times be fully and completely capable of Advanced Life Support (ALS). In the event the voluntary ambulance service shall fail to meet the ALS certification requirements for more than 48 consecutive hours, Slaterville Ambulance shall immediately report the same in writing to the Town.
- (b) Slaterville Ambulance agrees to keep in force its Ambulance Service Statement of Registration, and to comply with all the applicable requirements of Article 30 of

the Public Health Law and State Emergency Medical Services Code (10 NYCRR Part 800).

- (c) Slaterville Ambulance shall procure and pay for all permits and licenses necessary for the ambulance services to be rendered hereunder.

4. BILLING; FUND RAISING

- (a) Slaterville Ambulance shall not charge any person in the town for pre-hospital care or transportation furnished under this agreement.
- (b) Nothing herein shall be construed to prevent Slaterville Ambulance from soliciting and accepting donations and from conducting fund-raising activities to assist in defraying its operating and capital expense.

5. CONSIDERATION; PAYMENT; TERMS

- (a) The Town shall pay to Slaterville Ambulance, for the calendar year **2016** the sum of **Fifty-Six Thousand Dollars (\$56,000)**. Such sum shall be **paid by February 15, 2016**.
- (b) Slaterville Ambulance, for such consideration, shall pay all expenses incurred by the operation of the operation of such ambulance service, including, but not limited to all personnel and personnel related expenses, personnel training costs, repair and maintenance of equipment, supplies including consumables, gas and oil, and insurance premiums for the insurance coverages hereinafter specified.
- (c) The town shall not be obligated to make the payment called for herein until it shall have received the following in acceptable form:
 - (i) Certificate of Insurance fro the coverage called for in (7) below,
 - (ii) Copy of New York State Department of Health Ambulance Service Statement of Registration for Slaterville Ambulance.

6. INSURANCE; HOLD HARMLESS

- (a) Slaterville Ambulance agrees that it will insure and keep insured, during the term of this Agreement, at its own cost and expense, its vehicles, equipment and members against any and all claims and damages arising from personal injury or property damage, with a policy of commercial general liability insurance with \$1,000,000 / \$2,000,000 limits and vehicle liability insurance with a policy limit of \$1,000,000. The Town shall be named as an additional insured on said policy.

- (b) Slaterville Ambulance agrees to defend, indemnify and hold harmless the Town, its officers, agents and/or employees from any liability imposed or threatened upon the Town, its officers agents and/or employees arising from the acts of negligence, active or passive, of Slaterville Ambulance.

7. INDEPENDENT CONTRACTOR

It is hereby mutually covenanted and agreed that the relation of Slaterville Ambulance to the work to be performed by it under this contract shall be that of an independent contractor. The Town shall not supervise or control the method or manner of providing emergency services.

8. NO ASSIGNMENT

In accordance with the provisions of Section 109 of the General Municipal Law, Slaterville Ambulance is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in this agreement, or its power to execute this agreement, to any other person or corporation without the previous consent in writing of the Town.

9. COMPLIANCE WITH LAWS

Slaterville Ambulance shall at all times comply with all applicable laws, statutes, codes, rules, and regulations.

10. APPLICABLE LAW

This agreement is governed by the laws of the State of New York.

2. MODIFICATION

This agreement constitutes the complete understanding of the parties. No modifications of any provisions thereof shall be valid unless in writing and signed by both parties.

3. NOTICES

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To Town: 2668 Slaterville Road
 P.O. Box 136
 Slaterville Springs, NY 14881

To Slaterville Ambulance: 2681 Slaterville Road
 P.O. Box 153
 Slaterville Springs, NY 14881

4. WAIVER

No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

TOWN OF CAROLINE

By: _____

Donald Barber, Supervisor

SLATERVILLE AMBULANCE, INC.

By: _____

Beth Harrington, President

Adopted Barber: Aye; Fracchia: Aye; Witmer: Aye; Weiser: Aye Seely: Aye

Resolution xxx of 2015

Audit

A motion was made by Mr. Barber and seconded by Ms. Fracchia
The Caroline Town Board

Adopted Barber: Aye; Fracchia: Aye; Witmer: Aye; Weiser: Aye Seely: Aye

Resolution xxx of 2015

Budget Resolution

A motion was made by Ms. Weiser and seconded by Mr. Seely

Resolved the Caroline Town Board makes the following budget adjustments \$8000.00 line and \$1,000 to line and 3% to aprox \$40,000.00 1613154 adopted the

Adopted Barber: Aye; Fracchia: Aye; Witmer: Aye; Weiser: Aye Seely: Aye

Adopt the amened budget the 2016 budget

Adopted Barber: Aye; Fracchia: Aye; Witmer: Aye; Weiser: Aye Seely: nay

Resolution xxx of 2015

MEGA

A motion was made by Mr. Witmer and seconded by Mr. Fracchia

Adopted Barber: Aye; Fracchia: Aye; Witmer: Aye; Weiser: Aye Seely: Aye

Resolution xxx of 2015

A motion was made by Mr. Barber and seconded by Mr. Fracchia

Adopted Barber: Aye; Fracchia: Aye; Witmer: Aye; Weiser: Aye Seely: Aye

Resolution xxx of 2015

2016 Budget

A motion was made by Mr. Barber and seconded by Ms. Weiser

Adopted Barber: Aye; Fracchia: Aye; Witmer: Aye; Weiser: Aye Seely: Aye

----Adjourn----

Adjourned on a motion by Mr. Barber and seconded Mr. Fracchia at **9:49** p.m.

Respectfully Submitted,

Marilou Harrington-Lawson, Town Clerk

November 15, 2015

Mr. Rod Howe
Executive Director
Ithaca Historical Society
401 East State St.
Ithaca, New York 14850


Dear Rod Howe:

I want to bring to your attention the fact that the Slave Burying Ground in the town of Caroline is in danger of being lost. In 1932, a State Dept. of Education historical marker (see enclosed photo) was placed on Ellis Hollow Rd. pointing toward the site, indicating that it was "45 rods east of this point" in the direction of the arrow. That sign, over the years, has been moved more than once and no longer points to the spot. Shortly, no one will know where the burying ground actually is. The stones and wooden fence that once indicated its presence have also been moved. There is currently nothing to memorialize the spot where as the historical marker says, "14 slaves" are buried. It is an under-recognized fact that slaves played a significant part in the settling of our county and clearing the land; it would be a shame if one of the important pieces of evidence and signs of their presence were to be lost.

As a stone mason and stone carver who has received an Historic Ithaca and Tompkins County Award of Merit "for preserving traditional stone building techniques and for teaching them to others," I have made myself acquainted with the cemeteries of our county and done restoration work in them. The slave burying ground deserves to be acknowledged and maintained in a fitting manner.

I and a colleague of mine -- David Weiss, Professor of English and Comparative Literature at Hobart and William Smith Colleges -- have made a tombstone of unobtrusive, local blue stone that could be used temporarily to mark the location of the burying ground (see enclosed photograph) until further preservation work is done. Bill Case, who works for Caroline Highway Department, once found an artifact there -- a very small and very old cross, which I have photographed (see enclosed photo).

Sincerely,

William Z. Keokosky 

CC: Barbara Kone, Caroline Historical Society

10/1/16

To: Carol Kammen, Co-chair of the Tompkins County Bicentennial Commission

Dear Ms. Kammen,

Pursuant to our recent conversation, we believe that there is much the Commission could do to help preserve the Slave Burying Ground off Ellis Hollow Rd in the town of Caroline. As we had discussed, the location of the Burying Ground had been lost (see attached letter) and all evidence of it is disappearing. The likely site was rediscovered in 2016. The things we think need to happen are:

1. The Dept of Education sign needs to be restored to its original location.
2. GPS coordinates of the Burying Ground need to be added (bolted or welded) to the sign.
3. The boundaries of the Burying Ground need to be ascertained and ~~and~~ marked.
4. A stone marker needs to be erected; it has already been carved and is in the possession of the Ithaca Historical Society.

Perhaps the Commission could work with the Caroline of Town Board to facilitate marking off the boundaries of the burying ground and the placement of the stone marker. The involvement and consent of the owners of the property, Wilson and Ann Martin, will be important to the success of this project.

Sincerely,

William Z. Keokosky *WZK*
David Weiss *DW*

Cc: Caroline Town Board

Barbara Kone, Caroline Historian

Rod Howe, Executive Director, Ithaca Historical Society