

**Town of Northumberland
February 13, 2025
Regular Monthly Meeting**

The Regular Monthly Meeting of the Northumberland Town Board was called to order @ 8:00 AM by Supervisor Willard Peck. Following the salute to the flag, a 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 Clerk Denise Murphy; Building and Zoning Administrator Michael Terry; Highway Supt Richard Coffinger and Town Attorney David Brennan.

PUBLIC PARTICIPATION

There were no comments from the Public.

APPROVAL OF MINUTES

1. Councilman John DeLisle made a motion to approve the minutes of the January 9, 2025 Organizational Meeting. Councilman George Hodgson seconded the motion.

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

2. Councilwoman Patricia Bryant made a motion to approve the minutes of the January 9, 2025 Regular Monthly Meeting. Councilman John DeLisle seconded the motion.

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

CORRESPONDENCE

1. Dog Control Officer’s Report: Ed Cross, Dog Control Officer, submitted his Dog Report for January, 2025. Mr. Cross answered two (2) Complaints and issued two (2) Warnings.
2. Tia Kilburn, Planning and Zoning Clerk, submitted a letter on behalf of the Zoning Board of Appeals. The Zoning Board of Appeals would like some clarity from the Town Board regarding short-term rentals. The Zoning Board of Appeals would like the Town Board to consider placing a moratorium on short term rentals allowing our Town Attorney to review the State Law and add a

**Town of Northumberland
February 13, 2025
Regular Monthly Meeting**

definition to the Town Code in addition to requirements/standards for short term rentals, including but not limited to a requirement to be owner occupied and have no pet policies to eliminate liability on the Town for incidents regarding pets. Supervisor Peck stated that Town Attorney Brennan is looking at how other towns are addressing short term rentals.

3. The Town received an email from Kate Morse, Director of Hudson Crossing Park requesting a Letter of Support from the Town of Northumberland for Hudson Crossing Park's application for grant funding to purchase and install an accessible kayak launch dock. Councilman George Hodgson made a motion authorizing Supervisor Willard Peck to sign a Letter of Support for Hudson Crossing to submit an application for grant funding to purchase and install an accessible kayak launch dock. Councilman Paul Bolesh seconded the motion. All in favor, motion carried.

NEW BUSINESS

1. Agreement to Spend Highway Funds: Highway Supt Richard Coffinger submitted the following roads to be paved in 2025. Highway Supt Coffinger is recommending lower Brownville Road, full depth milling, lay backdown, compact & grade, 3" binder on top; lower Colebrook Road, full depth milling, lay back down, grade, 3" binder and roll; half of Pettis Road, shim & 2" top, roll and 6-top.

Councilman George Hodgson introduced Resolution # 64 of 2025:

BE IT RESOLVED that the Town Supt of Highways for the Town of Northumberland, Saratoga County, New York, and the Northumberland Town Board.

Pursuant to the provision of Section 284 of the Highway Law, we agree that moneys levied and collected in the Town for the repairs and improvement of highways and received from the State for State Aid for the repair and improvement of highways, shall be expended as follows;

1. **GENERAL REPAIRS:** The sum of \$490,000.00 shall be set aside to be expended for primary work and general repair upon 60.38 miles of town highways, including sluices and culverts.

2. **PERMANENT IMPROVEMENT:** The following Town Highways and repairs on various roads as needed:

lower Brownville Road, full depth milling, lay backdown, compact & grade, 3" binder on top; lower Colebrook Road, full depth milling, lay back down, grade, 3" binder and roll; half of Pettis Road, shim & 2" top, roll and 6-top.

**Town of Northumberland
February 13, 2025
Regular Monthly Meeting**

Councilman John DeLisle seconded the introduction of Resolution # 64 of 2025 –

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

Resolution # 64 of 2025 Adopted

2. Agreement between Town of Northumberland and Moreau Emergency Squad:

Councilman Paul Bolesh introduced Resolution # 65 of 2025:

This Agreement made and dated as of January 1, 2025, 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**;

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 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 this agreement to provide emergency ambulance services as specified above, the **TOWN** agrees to pay the **SQUAD** the sum of **One Hundred Two Thousand Nine Hundred Forty-Eight Dollars (\$ 102,948.00)** as payment for the ambulance service to be provided. The **SQUAD** agrees to accept the sum of **One Hundred Two Thousand Nine Hundred Forty-Eight (\$ 102,948.00)** as payment for the ambulance services to be provided, and:

Town of Northumberland
February 13, 2025
Regular Monthly Meeting

- 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 to 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 be billed directly to the user and the user's insurance carrier, in such instances that the user's insurance contract 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 received. Nothing herein 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 and to bill for the 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 \$1000,000 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.

The term of this agreement shall be from the date thereof January 1, 2025 through and including December 31, 2025.

Councilwoman Patricia Bryant seconded the introduction of Resolution # 65 of 2025.

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

Resolution # 65 of 2025 Adopted

**Town of Northumberland
February 13, 2025
Regular Monthly Meeting**

3. Agreement between the Town of Northumberland and Wilton Emergency Squad:

Councilman John DeLisle introduced Resolution # 66 of 2025

THIS AGREEMENT made and dated as of January 1, 2025, between the **TOWN OF NORTHUMBERLAND**, Saratoga County, New York, hereinafter designated as the **TOWN**, and the **WILTON 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 1 Harran Lane, Saratoga Springs, New York, 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 Road 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 Thirty-Five Thousand Nine Hundred Ninety Nine Dollars (\$135,999.00)** as payment for ambulance service to be provided. The **SQUAD** agrees to accept the sum of **One Hundred Thirty-Five Thousand Nine Hundred Ninety-Nine Dollars (\$135,999.00)** as payment for the ambulance service 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 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 and reasonable fees or charges. Such fees or charges are in conjunction with the

**Town of Northumberland
February 13, 2025
Regular Monthly Meeting**

amount of this agreement and are received together with the amounts paid by **TOWN** and all 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 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.

- 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 \$1000,000 for injury to or death of one or more persons in any one occurrence and \$1000,000 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 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, 2025 through and including December 31, 2025.

Councilman George Hodgson seconded the introduction of Resolution # 66 of 2025.

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

Resolution # 66 of 2025 Adopted

- 4. Agreement between the Town of Northumberland and the Village of Schuylerville/Bacon Hill Fire Protection District.

Councilman George Hodgson introduced Resolution # 67 of 2025

THIS AGREEMENT, made and dated as of the 1st day of January 2025 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, and Schuyler Hose Co.

**Town of Northumberland
February 13, 2025
Regular Monthly Meeting**

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 and Schuyler Hose Co. for fire protection to said district upon terms and provisions herein set forth, and

WHEREAS, this contract has also been authorized by the board of Trustees and Mayor of the party of the second part, and approved by the Board of Schuyler Hose Co.

NOW, THEREFORE, the party of the first part does engage the party of the second part and Schuyler Hose Co. to furnish protection to said fire protection district bounded and described 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 and proceeding across said State Highway 32 to Callahan Road to a point where said Harris Road to a point where said Harris Road turns southerly, thence along the west side of the Hudson River to its intersection with the Town of Northumberland – Town of Saratoga Border; thence westerly along the southerly boundary of the Town of Northumberland to a point where it intersects with the Town of Wilton border, thence in a northerly direction, along the westerly border of the Town of Northumberland to the point or place of beginning at Duncan Road.

The party of the second part and Schuyler Hose Co. hereby agrees furnish such fire protection under the following terms and conditions:

1. The fire Department of the said party of the second part, Schuyler Hose Co. shall at all times during the period of this agreement be subject to call for the 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

Town of Northumberland
February 13, 2025
Regular Monthly Meeting

scene of the fire, the firemen of the party of the second part, Schuyler Hose Co. 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 expenses incurred and Schuyler Hose Co., in the performance of their duties under this control.

2. The Term of said Contract shall be for a one (1) year period, commencing January 1, 2025 through and including December 31, 2025.
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-SEVEN THOUSAND THREE HUNDRED FORTY- FIVE DOLLARS (\$127,345.00)**. Said payment to be made on or before the first day of May 2025.
4. The volunteer firefighters shall be covered under the County of Saratoga's Workers Compensation Self-Insurance Plan consistent with the requirements of the New York State Volunteer Fireman's Benefit Law.
5. The party of the second part, and Schuyler Hose Company, an independent contractors to the Town with respect to all services and obligations contemplated herein, shall hold harmless the Town, together with its agents, employees, officers, principals and designated representatives from any and all liability for any reason whatsoever arising out of the performance or failure of performance of its duties, components, obligations or operations under this agreement, including the cost of reasonable attorney's fees. In addition Schuyler Hose Co. hereby agrees to obtain insurance from a company licensed to do business in the State of New York with a best rating of A or better and to supply the Town a certificate of insurance for at least \$1,000,000.00 combined single limit liability coverage per occurrence Automobile Liability and b) at least \$1,000,000.00 combined single limit liability coverage per occurrence General Liability coverage with a \$10,000,000.00 General aggregate, a \$10,000,000.00 products and completed operations aggregate and \$1,000,000.00 errors and omissions coverage. Schuyler Hose Co. will also provide and Umbrella policy with limits of \$2,000,000.00 per occurrence with a \$2,000,000.00 aggregate. Umbrella coverage may be used to satisfy the required limits. The certificate shall provide 10 days' written notice to the Town as additional insured on such policy. The provisions of this paragraph shall be broadly construed in favor of the Town, so as to carry out its purpose of protecting the Town from any and all liability caused by the actions or inactions of the Schuyler Hose Co., whether actual or alleged.

Councilman John DeLisle seconded the introduction of Resolution # 67 of 2025.

Supervisor Willard Peck – "Aye"
Councilman John DeLisle – "Aye"
Councilman Paul Bolesh – "Aye"

**Town of Northumberland
February 13, 2025
Regular Monthly Meeting**

Councilman George Hodgson – “Aye”

Councilwoman Patricia Bryant – “Aye”

Resolution # 67 of 2025 Adopted

6. Historical Markers: Councilman Paul Bolesh stated that the owner of T.R. Signs gave a quote of \$300 per Historical Marker to repaint all of them. Councilman Bolesh stated there are roughly six (6) in the Town of Northumberland. Councilman John DeLisle made a motion to authorize T.R. Signs to repaint the Historical Markers in the Town of Northumberland for \$300 per sign. Councilman George Hodgson seconded the motion. All in favor, motion carried.
7. Newsletter: Councilman Paul Bolesh stated that he would like to get a Newsletter out by mid-March.

OLD BUSINESS

1. PUD on Route 4N: Anthony Vaccarelli, Tricity Associates LLC, came before the Town Board Members with additional information regarding his proposed project for the construction of 200 apartment units. Mr. Vaccarelli provided a letter from Brian Myers, Fire Chief, with Schuylerville Fire Department. Mr. Myers stated that the Schuylerville Fire Department has adequate trucks to fight a multi-floor apartment complex. Mr. Vaccarelli provided a small map of how the 4 (four) buildings, which are 4 (four) stories, would be located on a 4.21-acre lot with an adjoining 2.031-acre lot. Supervisor Peck stated that he drives by this property almost daily and he tries to visualize how this proposed project would look. Supervisor Peck stated that he does not feel it is a good fit and would drastically change the landscape. Michael Haag, alternate Planning Board Member, stated that the Planning Board has some very serious concerns. Mr. Haag stated that Apartments are not allowed in any Zones in our current Zoning rules. Also, a minimum of 25 acres is needed for a project of this scope. Our current Zoning only allows buildings up to 35’ which would be 3 stories not 4 stories. Councilman John DeLisle stated that he agrees with Supervisor Peck. Councilman DeLisle stated that the density is way too high, the increase in traffic in that area and there is no Municipal Septic and Water. Supervisor Willard Peck made a motion to disapprove the Planned United Development District Application on Route 4N (Tax Map # 157.-1-9.23 & 157.-1-9.221). Councilman John DeLisle seconded the motion. All in favor, motion carried.

2. Stonebridge Farm PUD Update: Supervisor Willard Peck asked Building Inspector Michael Terry if he has received any updates from Mr. Malfi. Building Inspector Terry stated that he has not. Supervisor Peck asked both Building Inspector Terry and Town Attorney Brennan to reach out for an update especially regarding farm housing and SPA.

DESIGNATIONS

1. Approval of Vouchers: Councilman John DeLisle introduced Resolution # 68 of 2025

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

A (General Fund) Vouchers # 21 - # 59 Total: \$ 1,442,794.08

**Town of Northumberland
February 13, 2025
Regular Monthly Meeting**

DA (Highway Fund) Vouchers # 29 - # 54 Total: \$ 55,020.51

SS (Sewer Fund) Voucher # 1 Total: \$21.90

TA (Trust & Agency) Voucher #1 Total: \$635.27

Councilman George Hodgson seconded the introduction of Resolution # 68 of 2025.

Supervisor Willard Peck – “Aye”

Councilman Paul Bolesh – “Aye”

Councilman John DeLisle – “Aye”

Councilman George Hodgson – “Aye”

Councilwoman Patricia Bryant – “Aye” Resolution # 68 Adopted

DEPARTMENTS

Highway: Highway Supt Coffinger stated that the two Western Star plow trucks that the Town placed a letter of interest in 2024 are not expected until possibly 2027. Highway Supt Coffinger stated that if one becomes available, the Town Board would need to act fast before it is snatched up by another Municipality since the State is pushing for electric plow trucks. Councilman George Hodgson made a motion authorizing either Supervisor Peck or, in his absence, Councilman John DeLisle to sign, on behalf of the Town Board, a Letter of Intent prior to a Town Board Meeting. Councilwoman Patricia Bryant seconded the motion. All in favor, motion carried.

ADJOURNMENT

Councilman John DeLisle made a motion @ 8:50 AM to adjourn the Regular Monthly Meeting. Councilman Paul Bolesh seconded the motion. All in favor, motion carried.

Respectfully submitted,

Denise Murphy
Town Clerk