Town of Northumberland AGENDA February 13, 2025 8:00 AM

SALUTE THE FLAG

THOSE ATTENDING

Supervisor Willard H. Peck Councilman Paul Bolesh Councilman John DeLisle Councilman George Hodgson Councilwoman Patricia Bryant

PUBLIC PARTICIPATION

APPROVAL OF MINUTES

- 1. Minutes of the January 9. 2025 Organizational Meeting
- 2. Minutes of the January 9, 2025 Regular Monthly Meeting

CORRESPONDENCE

- 1. Dog Control for January, 2025
- 2. Letter from Planning/Zoning Clerk regarding Short Term Rentals
- 3. Email from Kate, Morse, Hudson Crossing Park regarding letter of Support for an accessible kayak launch.

NEW BUSINESS

- 1. Agreement to Spend Highway Moneys
- 2. Agreement between Town of Northumberland and Moreau Emergency Squad
- 3. Agreement between Town of Northumberland and Wilton Emergency Squad
- 4. Agreement between Town of Northumberland and the Village of Schuylerville/Bacon Hill Fire

OLD BUSINESS

- 1. PUD request for Route 4N
- 2. Stonebridge Farm PUD Update

TERM'S EXPIRING IN 2025

Schuyler Park – Stephanie Bowen 05/31/2025 Board of Assessment Review – Jennifer Amidon 09/30/2025

Zoning Board of Appeals: Carl Harrison 04/30/2025

Sarah Mojzer 09/30/2025

Planning Board: Melanie Eggleston 09/30/2025

DESIGNATIONS

1. Approve Vouchers for payment as presented.

COMMITTEES

Insurance
Municipal Center & Parks
Recycling
Environmental
Youth
Highway

DEPARTMENTS

Town Board Town Clerk Building/Zoning/Planning Highway Supt

ADJOURNMENT



P.O. Box 128 17 Catherine Street Gansevoort, NY 12831

Phone: (518) 792-9179 Fax: (518) 792-9203

Highway:

(518) 793-6901

www.Townofnorthumberland.org

January 30, 2025

Town Board Town of Northumberland 17 Catherine St Gansevoort NY 12831

RE: Short Term Rentals

Supervisor Peck and Town Board Members,

The Town of Northumberland Zoning Board of Appeals held their monthly meeting on January 8th and discussed the need for clarity on short-term rentals.

At this time the Zoning Board of Appeals Members would like to ask you to consider placing a moratorium on shortterm rentals allowing time for Mr. Brennan to review the State Law and add a 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 (dogs).

Members of the Zoning Board appreciate your attention to this matter. If you have any questions or need additional information, please feel free to contact me @ 792-9179, ext. 114.

Sincerely,

Planning and Zoning Clerk Town of Northumberland

P.O. Box 128 17 Catherine Street Gansevoort, NY 12831



Phone: Fax:

(518) 792-9179 (518) 792-9203

Highway:

(518) 793-6901

www.Townofnorthumberland.org

February 5, 2025

To Whom It May Concern,

I am writing to express my wholehearted support for Hudson Crossing Park's application for grant funding to purchase and install an accessible kayak launch dock.

Hudson Crossing Park is a treasured asset to our area, offering a diverse range of recreational opportunities that promote wellness, environmental education, and community engagement. Introducing an accessible kayak launch dock would further enhance the park's inclusivity, allowing individuals of all ages and abilities to enjoy the tranquility and adventure of kayaking on the Champlain Canal and Hudson River.

The accessible kayak launch dock will be a critical addition to the park's infrastructure, ensuring that individuals with physical disabilities have the same opportunities to engage in water-based activities as any other park visitor. This initiative aligns with the park's commitment to accessibility and inclusivity, fostering a sense of belonging and empowerment for everyone in our community.

Furthermore, the installation of an accessible kayak launch dock will attract more visitors to Hudson Crossing Park, boosting local tourism and supporting the economic vitality of our region. It will also provide an educational platform for programs focused on water safety, environmental stewardship, and adaptive sports.

In conclusion, I strongly support Hudson Crossing Park's grant application for funding to purchase and install an accessible kayak launch dock. This project is a meaningful investment in our community's well-being, inclusivity, and future. I urge you to consider this proposal favorably and to help make this vision a reality.

Thank you for your attention and consideration.

Sincerely,

Willard H. Peck Supervisor, Town of Northumberland

Town of Northumberland Dog Control Officer Monthly Report

Month: January Year: 2025
Complaints answered:
Dogs to shelter:
Miles traveled:
Warnings issued: 2
Summons issued:
Comments: Sweet Month
.,
Ed Cross, Dog Control Officer Date: 2/2/25
Ed Cross, Dog Control Officer

<u> ED CROSS ~ D.C.O</u>

Town Of NorThumberLand Gansevoort, N.Y. 12831

Telephone # Day-(518) 587-0792 Nights-(518) 793-5485 Cell # (518)361-0689

Dog Control Reports

Date of Call //2/25 Time of call- 5:30 P.M. Phone# Incoming calling Party Sown Court
Reason for call: Smile for Smiler Wolf
Action taken: Judge Morain Soul them a Warner about their day R. A.L. on Typia Unap Property Comments:

<u> 5D CROSS ~ D.C.O</u>

Town Of NorThumberLand Gansevoort, N.Y. 12831

Telephone # Day-(518) 587-0792 Nights-(518) 793-5485 Cell # (518)361-0689

Dog Control Reports

500s. A
Date of Call 1/2/25
Time of call- 2'H4P.M.
Dhanast Anglini
Phone# 5/8 932 8626
Incoming calling Party Bob Marchs Cole brook Rel
Cole track Rd
Reason for call: Dos missing I du Brown Chestrut african Mastelf
Brown Chestnest aliens on -191
- Castyf
Action taken: De Four in Wooded
areci returned to owner
TO CHINA
Comments:
The state of the s

Town of Northumberland

AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS

AGREEMENT between the Town Superintendent of Highways for the Town of Northumberland, Saratoga County, New York and the undersigned members of the 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 back down, 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.		
Possibly Putnam Road.		
Executed thisday of February, 2025		
SUPERVISOR, Willard H. Peck	COUNCILPERSON, George Hodgson Jr.	
COUNCILPERSON, John DeLisle	COUNCILPERSON, Paul Bolesh	
COUNCILPERSON, Patricia Bryant	SUPERINTENDENT OF HIGHWAYS, Richard Coffinger	

NOTE: This agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Superintendent of Highways. One Copy must be filed in the Town Clerk's Office.

AGREEMENT

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 Eight Nine Hundred Forty-Eight (\$ 102,948.00) 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 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 so provides for such direct payment, so long as a copy of said bill 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 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 \$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.

In Witness Thereof, the Town has cause	d this instrument to be executed by its
Supervisor by authority of a resolution of the	Town Board of the Town of
Northumberland, and dated	2025 and SQUAD has caused this
instrument to executed by its duly authorized	d officer and its seal to be affixed
pursuant to an order of Board of Directors of said corporation.	

TOWN OF NORTHUMBERLND

Ву:	
WILLARD H. PECK, Supervisor	

MOREAU EMERGENCY SQUAD, INC

Ву:	
ST	EVEN VANGUILDER, Executive Director
STATE OF NEW YORK) COUNTY OF SARATOGA) SS.:	
appeared WILLARD H. PECK, to	, 2025 before me, the subscriber, personally me personally known and known to me to be the THUMBERLAND and duly acknowledge to me that
	Notary Public
STATE OF NEW YORK) COUNTY OF SARATOGA) ss:	
appeared Steven M. VanGuilder,	, 2024, before me, the subscriber, personally to me personally known and known to me as the nergency SQUAD, INC. and he duly acknowledged
	Notary Public

AGREEMENT

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 bounced 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 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 noncontributory 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.

	eof, the TOWN has caused this instrument to be
executed by its Super	visor by authority of a resolution of the Town Board of
the Town of Northum	berland, dated, 2025 and the SQUAD
has caused this instru	ment to be executed by its duly authorized Officer and
its seal to affixed purs	uant to an order of the Board of Directors of said
corporation.	
	TOWAL OF MODIFIED AND
	TOWN OF NORTHUMBERLAND
	By: WILLARD H PECK
	WILLAND II PECK
	WILTON EMERGENCY SQUAD, INC.
	Ву:
STATE OF NEW YORK	1
	•
COUNTY OF SARATOGA	A) 55.;
WILLARD H. PECK, to me person	, 2025, before me, the subscriber, personally appeared nally known and known to me to be Supervisor of the TOWN OF ly acknowledged to me that he executed the same.
	Notary Public
STATE OF NEW YORK)	Notally Fublic
COUNTY OF SARATOGA) SS	
COUNTY OF SANATOGA, 33	•
On this day of, 2	025, before me, the subscriber, personally appeared
	me personally known to me as the CHIEF EXECUTIVE OFFICER of
WILION EMERGENCY SQUAD, INC.	and he duly acknowledged to me that he executed the same.
	Notary Public

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.

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 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 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 HUNDRED 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 a0 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.

IN WITNESS WHEREOF, the parties have duly executed and delivered this agreement the day and year above written.

ATTEST:	TOWN OF NORTHUMBERLAND By:	
	Willard H. Peck, Supervisor	
ATTEST:	VILLAGE OF SCHUYLERVILLE By:	
	Daniel Carpenter, Mayor	
ATTEST:	SCHUYLER HOSE CO.	
	Ву:	

Town Board of Northumberland— Saratoga County PO Box 128 Gansevoort, NY 12831

Subject: Preliminary Review of Proposed Project on US Route 4

Dear Supervisor Peck and Members of the Town Board,

At the request of Mr. Anthony Vaccarielli, I am writing to you in regard to the project being proposed on US Route 4 by Tricity Associates, LLC. Per the request, I would like to provide an overview of the apparatus and capabilities of our fire department and address our ability to respond effectively to the proposed buildings.

Schuylerville Fire Department Apparatus and Equipment

- Engine Rescue-571 Engine capable of pumping 1500 gallons per minute for suppression and water supply operations.
- Engine Rescue-573 Engine capable of pumping 1250 gallons per minute for suppression and water supply operations.
- Tanker-574 -- Tanker carries 3500 gallons of water for water supply.
- Forrestry-575 Brush and forestry fire suppression.
- Marine Rescue-576 -- 17' Inflatable rescue boat
- Tower Ladder 577 95-foot platform ladder truck which allows us access to most five to six story buildings, depending on access.

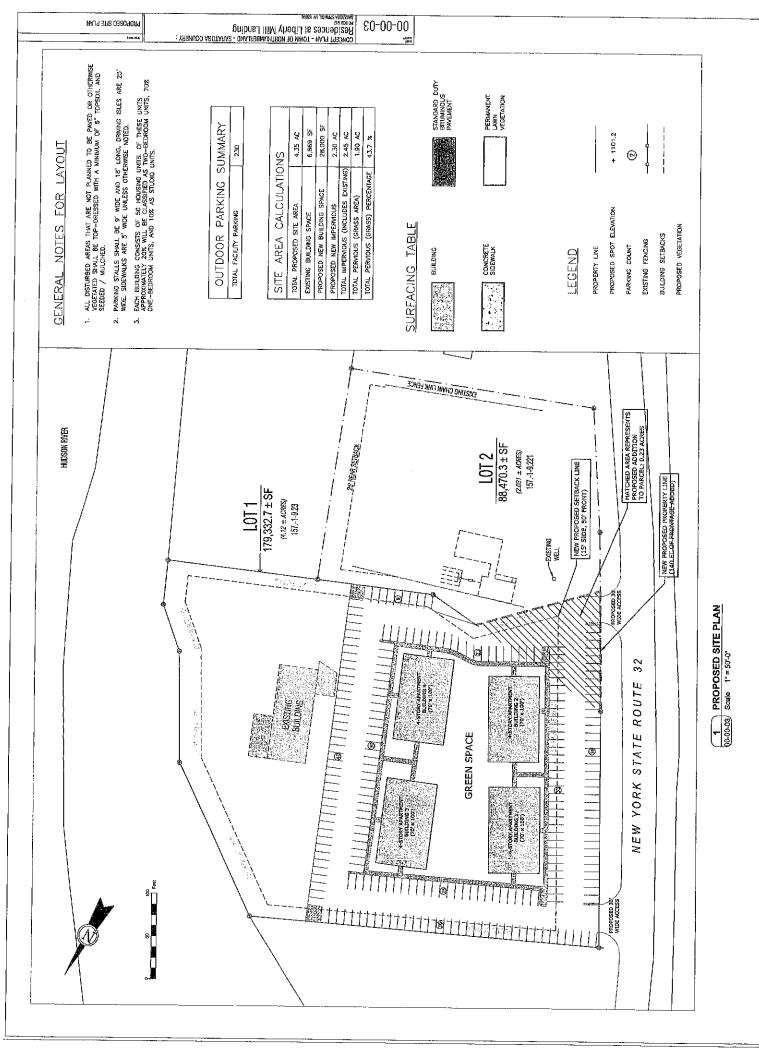
In addition to our own capabilities, the Schuylerville Fire Department also relies on our neighboring mutual aid partners. Apparatus and equipment on our mutual aid plans vary depending on the size and nature of the incident.

We remain committed to collaborating with the Town Board, Tricity Associates, LLC, and other relevant parties to ensure that all necessary fire safety measures are implemented. Should additional information be necessary, we will provide further recommendations upon reviewing the finalized plans.

Please feel free to reach out with any questions or if additional input is needed.

Sincerely.

Brian Myers Fire Chief



80-00-00

MAJN STIZ GB2090AP

