

**Town of Northumberland
Town Board Meeting
February 8, 2024**

Supervisor Willard Peck called the Town Board Meeting to order @ 8:00 AM. 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 were Clerk Denise Murphy; Town Attorney David Brennan and Highway Supt David Coffinger.

PUBLIC PARTICIPATION

There were no comments from the public.

APPROVAL OF MINUTES

1. Councilman George Hodgson made a motion to approve the minutes of the January 4, 2024 Organizational Meeting. Councilman Paul Bolesh seconded the motion. All in favor, motion carried.
2. Councilman John DeLisle made a motion to approve the minutes of the January 4, 2024 Regular Monthly Meeting. Councilwoman Patricia Bryant seconded the motion. All in favor, motion carried.

CORRESPONDENCE

1. Dog Control Report: Edward Cross, Dog Control Officer, submitted his report for January 2024. Mr. Cross answered one (1) Complaint, issued one (1) Warning, and had two (2) Bite Cases.
2. The Town Clerk received an email from Susan Duckett, Wilton-Gansevoort Rd, requesting the Town to start the process of a speed reduction on the Wilton-Gansevoort Rd. Mrs. Duckett stated that presently the speed limit is 55 MPH, which is too fast in this area. The Town Board previously submitted a request in September 2020 and received a response in February 2023 that a speed reduction on Wilton-Gansevoort Road is not warranted at this time.
3. The Town Clerk received a form from Mary H Rivers requesting a “Public Statement in Support of her Application” for transportation services in our town. It was the consensus of the Town Board that Ms. Rivers should reach out to the Office for the Aging, and they could provide a “Public Support Statement” if they feel her service fits the needs of our area. The Town Board did not want to take on the liability of recommending some for adult transport and supervision during doctor’s appointments without a full background work up.
4. Historian Report: Georgia Ball, Town Historian, submitted her “Historian Report for 2024”.

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NEW BUSINESS

1. Fuel Bids: The Town of Northumberland received the following bid:

John Ray: a firm differential of \$.17 per gallon for Diesel/Blend Fuel to the Town's storage tank

There were no other bids. Councilman John DeLisle introduced Resolution # 26 of 2024

WHEREAS, On February 7, 2024, John Ray & Sons submitted a signed bid (dated February 6, 2024) to the Town of Northumberland for On-Road Diesel for fiscal year 2024 with a firm differential of \$.17 per gallon, be it

RESOLVED, The Town of Northumberland Town Board accepts John Ray & Sons bid of a firm differential of \$.17 per gallon for On-Road diesel and authorizes the Town Supervisor to execute this contract. And be it further

RESOLVED, pursuant to the Town Board's approval of the submitted bid by John Ray & Sons, the contract binding John Ray & Sons to provide On-Road Diesel with a firm differential of \$.17 over Albany Reseller Tank Car Average.

Councilman George Hodgson seconded the introduction of Resolution #26 of 2024.

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

Resolution #26 of 2024 Adopted

Councilwoman Patricia Bryant introduced Resolution # 27 of 2024

BE IT RESOLVED, the Town Board of the Town of Northumberland will post a legal notice for sealed bids for unleaded gas returnable March 13, 2024.

Councilman Paul Bolesh seconded the introduction of Resolution #27 of 2024.

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

Resolution #27 of 2024 Adopted

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2. Bids for the removal of trash and recyclables at the Transfer Station: The Town of Northumberland received one (1) sealed bid submitted by Casella Waste Management, Inc.

Part “A” Waste Service

Three (3) Thirty (30) yard roll off container for solid waste Haul rate \$570.00 per week.

An extra Thirty (30) yard roll off container rate \$190.00 per week.

Part “B” Recycling

Provision of Part B – Recycling Containers and Services shall be provided for a total - \$937.40 per month.

Provision of an extra Ten (10) container for cardboard with hauling - \$224.00 per month

Provision of any extra Ninety-Five (95) gallon containers with hauling - \$16.00 per month

Councilman John DeLisle introduced Resolution #28 of 2024

WHEREAS, on February 6, 2024 Casella Waste Management Inc. (hereinafter “Cassella”), submitted a sealed bid to the Town of Northumberland (hereinafter “the Town”) to complete Waste Recycling Service at the Transfer Station located at 392 Peters Road as follows:

Cassella will provide the Town with Waste and Recycling services as follows:

Part “A” Waste Service

Three (3) Thirty (30) yard roll off container for solid waste Haul rate \$570.00 per week.

An extra Thirty (30) yard roll off container rate \$190.00 per week.

Part “B” Recycling

Provision of Part B – Recycling Containers and Services shall be provided for a total - \$937.40 per month.

Provision of an extra Ten (10) container for cardboard with hauling - \$224.00 per month

Provision of any extra Ninety-Five (95) gallon containers with hauling - \$16.00 per month

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WHEREAS, the Town of Northumberland Town Board, at their Regular Monthly Meeting held on February 8, 2024 opened all sealed bids for the Waste and Recycling Service at the Transfer Station located at 392 Peters Road and determined that Casella Waste Management Inc. was the lowest, responsible bidder,

BE IT RESOLVED, the Contract will commence on March 1, 2024 and will end December 31, 2024. The Contract shall automatically renew for two additional one (1) year terms unless the Town provides notice on non-renewal at least 30 days prior to the Expiration Date. Further, the Town may cancel the contract for any reason upon the provision of 30-day notice, and be it further

RESOLVED, Annual Fee Increase: All Fees will be increased annually on the anniversary of each year of the Term by a percentage equal to the greater of (a)5.0% or (b) the year-over-year percentage change in the Consumer Price Index for Garbage and Trash Collection. Consumer Price Index increase will be based on the Bureau of Labor Statistics as reported for the most recent month prior to the date of pricing increase/reset using the unadjusted percentage change for the most recent month as compared to the same month for the prior year.

Councilwoman Patricia Bryant seconded the introduction of Resolution #28 of 2024.

Supervisor Willard Peck – “Aye”

Councilman Paul Bolesh – “Aye”

Councilman John DeLisle – “Aye”

Councilman George Hodgson – “Aye”

Councilwoman Patricia Bryant – “Aye”

Resolution #28 of 2024 Adopted

3. Moreau Emergency Squad: Councilman Paul Bolesh introduced Resolution # 29 of 2024:

BE IT RESOLVED, the Northumberland Town Board authorizes Supervisor Willard Peck to sign the following on behalf of the Town,

This Agreement made and dated as of January 1, 2024, between the **Town 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**;

That pursuant to Section 122-b of the General Municipal Law of the State of New York, the parties do mutually agree as follows:

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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 **Ninety-Seven Thousand Eight Dollars (\$97,008.00)** as payment for the ambulance service to be provided. The **SQUAD** agrees to accept the sum of **Ninety-Seven Thousand Eight Dollars (\$97,008.00)** 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 contained 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 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 \$1,000,000 for damage or destruction to buildings or property in any one occurrence. The **SQUAD** agrees to indemnify and save

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harmless the **TOWN** from any and all claims arising out of the operation of said ambulance service pursuant to as set forth above.

The term of this agreement shall be from the date thereof January 1, 2024 through and including December 31, 2024.

Councilman John DeLise seconded the introduction of Resolution # 29 of 2024.

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

Resolution #29 of 2024 Adopted

4. Wilton Emergency Squad: Councilman John DeLise introduced Resolution # 30 of 2024:

BE IT RESOLVED, the Northumberland Town Board authorizes Supervisor Willard Peck to sign the following on behalf of the Town,

THIS AGREEMENT made and dated as of January 1, 2024, 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**;

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.

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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-three Thousand Four Hundred Eighty Four Dollars (\$133,484.00)** as payment for ambulance service to be provided. The **SQUAD** agrees to accept the sum of **One Hundred Thirty-Three Thousand Four Hundred Eighty-Four Dollars (\$133,484.00)** 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 so 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 contained 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 expenses.
 - 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 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, 2024 through and including December 31, 2024.

Councilman George Hodgson seconded the introduction of Resolution #30 of 2024.

Supervisor Willard Peck – “Aye”
Councilman Paul Bolesh – “Aye”

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Councilman John DeLisle – “Aye”
Councilman George Hodgson – “Aye”
Councilwoman Patricia Bryant – “Aye” Resolution #30 of 2024 Adopted

4. Bacon Hill Fire Protection District: Councilman John DeLisle introduced Resolution # 31 of 2024:

BE IT RESOLVED, the Northumberland Town Board authorizes Supervisor Willard Peck to sign the following on behalf of the Town,

THIS AGREEMENT, made and dated as of the 1st day of January 2024 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.

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

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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, 2024 through and including December 31, 2024.
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-FOUR THOUSAND EIGHT HUNDRED FORTY- EIGHT HUNDRED DOLLARS (\$124,848.00)**. Said payment to be made on or before the first day of May 2024.
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 of at least \$1,000,000.00 combined single limit liability coverage per occurrence Automobile Liability and b) at least \$1,000,000.00 combined

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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 an 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.

The Term of said Contract shall be for a one (1) year period, commencing January 1, 2024 through and including December 31, 2024.

Councilman George Hodgson seconded the introduction of Resolution # 31 of 2024.

Supervisor Willard Peck – “Aye”

Councilman Paul Bolesh – “Aye”

Councilman John DeLisle – “Aye”

Councilman George Hodgson – “Aye”

Councilwoman Patricia Bryant – “Aye”

Resolution # 31 of 2024 Adopted

6. Bids for Septic Repair at Highway Garage: The Town of Northumberland bids were received and publicly opened, read, and recorded by the Town Clerk.

1. A & A Excavation, Base Bid \$32,900.00, Alternate #1 \$8,979.00, Alternate #2 \$9,947.00, total Base plus Alt #1 & 2 \$51,358.00.

2. Stone Industries, Base Bid \$ 55,450.00, Alternate #1 \$10,348.29, Alternate #2 \$10,348.29, total Base plus Alt #1 & 2 \$76,146.60.

3. Morning Star Excavation and Septic, Base Bid \$ 35,100.00, Alternate #1 \$ 7,100.00, Alternate #2 \$ 7,100.00, total Base plus Alt #1 & 2 \$ 49,300.00.

4. Patrick J. Galusha Construction, LLC, Base Bid \$ 33,400.00, Alternate #1 \$ 7,800.00, Alternate #2 \$ 7,300.00, total Base plus Alt #1 & 2 \$ 48,500.00.

5. Earth Development, Base Bid \$ 80,874.00, Alternate #1 \$ 1.00, Alternate #2 \$ 1.00, total Base plus Alt #1 & 2 \$ 80,876.00.

Based on the results of the bids submitted, Patrick J. Galusha Construction LLC is the Low bidder with a base and Alt #1 and Alt #2.

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It was the consensus of the Town Board Members that Alt #1 (Furnish and Install new 1,000 Gallon Heavy Duty Septic Tank) and Alt #2 (Furnish and Install new 1,000 Gallon Heavy Duty Septic Tank)

be included since both 1,000 Gallon Tanks that are presently there were installed almost 50 years ago. Councilman John DeLisle introduced Resolution # 32 of 2024

BE IT RESOLVED, that our Town Engineer Charlie Baker with EDP has reviewed the individual bids for each contractor and have discussed and reviewed the project with the low bidder, and

BE IT FURTHER RESOLVED, after review of the bids of the Town of Northumberland Highway Department Septic System Replacement project, and

BE IT FURTHER RESOLVED, the Northumberland Town Board is in Agreement with EDP’s opinion that Patrick J. Galusha Construction LLC, is the apparent, qualified, low, and competent bidder and

BE IT FURTHER RESOLVED, the Bid for the Septic System Replacement Bid at the Highway Garage be awarded to Patrick J Galusha Construction LLC, in the amount of \$48,500, which includes Alternates #1 & #2 and Base Bid.

Councilman Paul Boleh seconded the introduction of Resolution #32 of 2024.

Supervisor Willard Peck – “Aye”
Councilman Paul Bolesh – “Aye”
Councilman John DeLisle – “Aye”
Councilman George Hodgson – “Aye”
Councilwoman Patricia Bryant – “Aye” Resolution # 32 of 2024 Adopted

7. Change Order: Supervisor Peck stated that the Town Board needs to approve a change order with AJ Catalfamo Construction for a canopy over the door, snow guards on the roof and extra electric in the Pole Barn at the Highway Department. Charlie Baker, Town Engineer, has approved the expense of \$10,000 for this change order. Councilman John DeLisle introduced Resolution #33 of 2024 –

BE IT RESOLVED, the Northumberland Town Board approves the Change Order #1 in the amount of \$10,000 to be added to the original contract price of \$167,500 for a total amended contract price of \$177,500.00.

Councilwoman Patricia Bryant seconded the introduction of Resolution #33 of 2024.

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

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Councilman George Hodgson – “Aye”
Councilwoman Patricia Bryant – “Aye”

Resolution # 32 of 2024 Adopted

8. Saratoga Biochar: Saratoga Biochar is attempting to get approval from the NY Department of Environmental Conservation to build an industrial biochar facility in the Moreau Industrial Park. The NY Department of Environmental Conservation (NYDEC) will soon make the final decision whether to deny or allow Saratoga Biochar to be built in the Town of Moreau. The NYSDEC public comment period was held on February 7th and again tonight. The Northumberland Town Board discussed their concerns regarding added truck traffic within the Town of Northumberland and potential downwind air pollution and land application of materials. Councilman George Hodgson introduced Resolution # 33 of 2024

WHEREAS, Saratoga Biochar Inc. (“Biochar”) plans to build a sewage sludge and wood chip burning plant in the Moreau Industrial Park which will create “Biochar fertilizer”; and

WHEREAS, this plant at full capacity is expected to burn up to 720 tons of sewage sludge per day; and

WHEREAS, the sewage sludge that will be processed at the Moreau Industrial Park will be shipped by large diesel trucks from throughout New York State and adjoining New England states; and

WHEREAS, it is likely that the large trucks filled with sewage sludge destined for the Moreau Industrial Park will travel through the Town of Northumberland using one or more of truck routes also used by the Waste Management – Green Ridge Refuse Disposal Facility ; and

WHEREAS, this heavy truck traffic with sewage sludge presents a significant health and public safety hazard to the Town of Northumberland residents who are already burdened by significant truck traffic on our highways, and

WHEREAS, the cumulative impacts of these two facilities will cause significant impacts to the Town of Northumberland and surrounding communities; and

WHEREAS, neither Biochar nor any regulatory agency or other interested party have performed a recent truck traffic study that could form the basis of a plan to mitigate or eliminate the potential for hazardous heavy truck traffic throughout the Town of Northumberland and Saratoga County; and

WHEREAS, the Northumberland Town Board has concerns about potential downwind air pollution and land application of materials.

NOW THEREFORE, BE IT RESOLVED, the Northumberland Town Board joins with the residents of Moreau and South Glens Falls sharing major concerns with the construction and operation of Saratoga Biochar Inc’s sewage sludge and wood chip burning plant in the Moreau Industrial Park

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and authorizes the Supervisor of Northumberland to transmit this Resolution to all interested parties, including any and all regulatory authorities overseeing the permitting of this plant.

Councilman Paul Boleh seconded the introduction of Resolution #33 of 2024.

Supervisor Willard Peck – “Aye”

Councilman Paul Bolesh – “Aye”

Councilman John DeLisle – “Aye”

Councilman George Hodgson – “Aye”

Councilwoman Patricia Bryant – “Aye”

Resolution # 33 of 2024 Adopted

9. Newsletter: Councilman Paul Bolesh stated that he would like to get a Newsletter out at the end of March or Early April. Councilman Paul Bolesh would like to hold Town Clean Up Day the week of April 21 – April 27th.

10. Veterans Plaque: Councilman Paul Bolesh stated that he has done research on a Veterans Plaque for the Northumberland Town Hall. Councilman Bolesh has already met with our Town Historian to obtain a list of past/deceased veterans in our Town. Town Clerk Denise Murphy stated she would be happy to talk with our Assessor to see if he can run a list of current residents receiving a Veterans Exemption. Supervisor Peck stated Frank McClement, Saratoga County Veterans Service Agency, would be a great resource to contact. He has reached out to one vendor and has a tentative breakdown of cost. The Plaque would be 20 x 30 and can hold up to 48 Plates. The Board cost would be \$850.00, engraving for all 48 Plates would be \$720.00. the head plate would be \$25.00 for a total cost of \$ 1,603, Councilman Bolesh stated he will reach out to other vendors. Councilman Bolesh would like the Town Board to absorb the total cost. Councilman Bolesh stated that additional plaques can be added if needed. Councilman John DeLisle made a motion to authorizing Councilman Bolesh to continue with this project honoring our Veterans and for the town to absorb the cost. Councilwoman Patricia Bryant seconded the motion. All in favor, motion carried.

OLD BUSINESS

1. Comprehensive Plan: Supervisor Peck stated that he has not had an opportunity to completely review the Draft Comprehensive Plan. Supervisor Peck asked everyone to bring their changes to the next Town Board Meeting.

2. Stonebridge Farm: Town Attorney David Brennan will reach out to their Attorney and ask them to come to the April Town Board Meeting.

3. Waste Management – Green Ridge: Supervisor Peck stated that he will ask representatives with Waste Management – Green Ridge to come to March’s Town Board Meeting to discuss their application in front of NYS DEC to modify their Phase 6 Permit with the Town Board Members.

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APPOINTMENTS

1. Planning Board – Susan Martindale (term expires 09/30/2024)

2. Board of Assessment Review – Tom Stayer (term expires 09/30/24). Town Clerk Denise Murphy informed the Town Board that Tom Stayer wishes to be reappointed. Councilman John DeLisle introduced Resolution # 34 of 2024

WHEREAS, Thomas Stayer’s term on the Board of Assessment Review expires 09/30/2024, and

WHEREAS, Thomas Stayer wishes to be reappointed to the Board of Assessment Review, therefore be it

RESOLVED, that the Northumberland Town Board reappoints Thomas Stayer to the Board of Assessment Review effective 10/01/2024 and expires 09/30/2029, and be it further

RESOLVED, the Town Clerk will notify New York State Department of Taxation and Finance – Office of Real Property Tax Services.

Councilman Paul Boleh seconded the introduction of Resolution #34 of 2024.

Supervisor Willard Peck – “Aye”
Councilman Paul Bolesh – “Aye”
Councilman John DeLisle – “Aye”
Councilman George Hodgson – “Aye”
Councilwoman Patricia Bryant – “Aye” Resolution # 34 of 2024 Adopted

3. Schuyler Park Committee – Tom Stayer (term expires 09/30/24). Town Clerk Denise Murphy informed the Town Board Members that Tom Stayer wishes to be reappointed to the Schuyler Park Committee.

Councilman John DeLisle introduced Resolution # 35 of 2024

WHEREAS, Thomas Stayer’s term on the Schuyler Park Committee expires on 05/31/2024, be it

RESOLVED, the Town Board reappoints Thom Stayer to the Schuyler Park Committee effective 06/01/2024 and expires 05/31/2027 and be it further

RESOLVED, the Northumberland Town Clerk will notify the Town of Saratoga.

**Town of Northumberland
Town Board Meeting
February 8, 2024**

Councilman George Hodgson seconded the introduction of Resolution #36 of 2024

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

Resolution # 36 of 2024 Adopted

DESIGNATIONS

1. Approval of Vouchers: Councilman Paul Bolesh introduced Resolution # 37 of 2024

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

A (General Fund) Vouchers # 16 - # 55 Total: \$ 1,510,021.03
DA (Highway Fund) Vouchers # 19 - # 57 Total: \$119,206.68
SS (Sewer Fund) Voucher #1 Total \$51.72

Councilwoman Patricia Bryant seconded the introduction of Resolution # 37 of 2024.

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

Resolution # 37 of 2023 Adopted

Councilman George Hodgson made a motion @ 9:20 AM to adjourn the Regular Monthly Meeting.
Councilman Paul Bolesh seconded the motion. All in favor, motion carried.

Respectfully submitted,

Denise Murphy
Town Clerk

**Town of Northumberland
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