

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County City Town Village
(Select one.)

of Northumberland

Local Law No. _____ of the year 2023

A local law Amending Local Law #4 of the year 2006 and Local Law #2 of 2017 for Solar Energy
(Insert Title)
Facilities

Be it enacted by the Town Board of the _____
(Name of Legislative Body)

County City Town Village
(Select one.)

of Northumberland as follows:

Local Law #4 of the year 2006 (The Zoning Ordinance of the Town of Northumberland) and Local Law #2 of 2017 ("A Local Law Amending Local Law #4 of 2006 and Repealing Local Law #2 of the year 2016") are hereby amended as follows:

I. Amend Zoning Ordinance Article XI, Paragraph A-1(3)(General Regulations) by:

Deleting paragraph "k" in its entirety and replacing it with the following:

k. Solar energy system components shall be screened from adjoining lots and street rights-of-way through the use of architectural features, earth berms, landscaping, fencing or other screening which will harmonize with the character of the property and surrounding area.

Deleting paragraph "q" in its entirety and replacing it with the following:

q. Artificial lighting of solar energy systems shall be limited to lighting required for safety and operational purposes and shall be shielded from all neighboring properties and public roads and shall be operated via spring wound timer or similar switch to ensure the lighting turns off. Motion activated sensors are prohibited.

Deleting paragraph "t" in its entirety and replacing it with the following:

t. Freestanding/ground-mounted solar collectors.

(If additional space is needed, attach pages the same size as this sheet, and number each.)

(1) The height of a freestanding/ground-mounted solar collector and any associated system components shall not exceed 16 feet from ground level when oriented at maximum vertical extension and maximum tilt.

(2) The Maximum Lot Coverage for such systems is determined by calculating the area within the required perimeter fence along with any improved areas outside the perimeter fence including the area of the access road and, if different, the utility connection path. For the access road and utility connection path, the Lot Coverage is calculated by multiplying the length of the access road and utility connection path times the greater of the width required for grading or construction or 25 feet.

(3) In the Agricultural Protection District, the Planning Board for Freestanding/Ground-Mounted Solar Collection Systems is granted absolute discretion to direct siting away from and to prohibit siting on land that the Planning Board determines, in their judgment, to be superior agricultural land on the particular parcel.

(4) In all districts where Freestanding/Ground-Mounted Solar Collection Systems are allowed via Special Permit, such systems must be sited in accordance with the following hierarchy:

- (i) Land covered with non-agricultural vegetative cover
- (ii) Land in agricultural production or use.

If the highest priority is not proposed, the Applicant must provide a detailed site selection analysis identifying all lots within 2,000 feet of all suitable interconnection lines and points and identify with specificity why a site of the highest priority has not been proposed. In the site selection analysis, the applicant shall include comprehensive details of the site selection process including physical characteristics of potential sites and correspondence to and from property owners.

IV Amend **ATTACHMENT A** to change the allowed height of “Freestanding/Ground-Mounted Solar Collection System from 20 feet to 16 feet.

**SCHEDULE OF PERMITTED USES, MINIMUM LOT SIZES
AREA AND BULK REGULATIONS**

APD – Agricultural Protection District

		-----Setbacks -----					
	Min. Lot Frontage (ft)	Min. Lot Size (acres)	Front	Side	Rear	Max. Lot Coverage	Height
Permitted Accessory Uses							
Accessory Freestanding/Ground-Mounted Solar Collection System	NA	NA	100 but no closer than any principal building	30	30	lot must be larger than 10 acres and array must be less than 1 acre in size.	15
Accessory Rooftop/Building-Mounted Solar Collection System	NA	NA	NA	NA	NA	NA	NA
Special Permit Uses							
Freestanding/Ground-Mounted Solar Collection System	25	25	100	100	100	20%	16
Rooftop/Building-Mounted Solar Collection System	NA	NA	NA	NA	NA	NA	NA

SCHEDULE OF PERMITTED USES, MINIMUM LOT SIZES
AREA AND BULK REGULATIONS

I - Industrial

		-----Setbacks-----						
	Min. Lot Frontage (ft)	Min. Lot Size (acres)	Front	Side	Rear	Max. Lot Coverage	Height	
Special Permit Uses								
Free Standing / Ground-Mounted Solar Collection System	25	25	100 but no closer than any principal building	100	100	20%	16	
Rooftop / Building Mounted Solar Collection System	NA	NA	NA	NA	NA	NA	NA	
Permitted Accessory Uses								
Accessory Freestanding/ Ground-Mounted Solar Collection System	NA	NA	100 but no closer than any principal building	30	NA	lot must be larger than 10 acres and array must be less than 1 acre in size	15	
Accessory Rooftop/Building-Mounted Solar Collection System	NA	NA	NA	NA	NA	NA	NA	

SCHEDULE OF PERMITTED USES, MINIMUM LOT SIZES
AREA AND BULK REGULATIONS

LF - Landfill

	Min. Lot Frontage (ft)	Min. Lot Size (acres)	-----Setbacks -----				Max. Lot Coverage	Height
			Front	Side	Rear			
Permitted Accessory Uses								
Accessory Freestanding/ Ground-Mounted Solar Collection System	NA	NA	100 but no closer than any principal building	30	30	lot must be larger than 10 acres and array must be less than 1 acre in size.	15	
Rooftop / Building Mounted Solar Collection System	NA	NA	NA	NA	NA	NA	NA	
Special Permit Uses								
Free Standing / Ground-Mounted Solar Collection System	25	25	100	100	100	20%	16	
Rooftop / Building Mounted Solar Collection System	NA	NA	NA	NA	NA	NA	NA	

V. Effective Date

This local law shall take effect immediately upon its filing with the Secretary of State of the State of New York.

The invalidity or unenforceability of any provision of this Local Law as declared by the valid judgment of any court of competent jurisdiction shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20²³ of the ~~County~~(City)(Town)(Village) of Northumberland was duly passed by the Town Board on _____ 20²³, in accordance with the applicable provisions of law.
(Name of Legislative Body)

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) *(Name of Legislative Body)* (repassed after disapproval) by the _____ and was deemed duly adopted *(Elective Chief Executive Officer*)* on _____ 20^{□□}, in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) *(Name of Legislative Body)* (repassed after disapproval) by the _____ on _____ 20____. *(Elective Chief Executive Officer*)*

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) *(Name of Legislative Body)* (repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.

Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

Date: _____

(Sea)

Town of **Northumberland**
Dog Control Officer
Monthly Report

Month: March Year: 2023

Complaints answered: 3

Dogs to shelter: 1

Miles traveled: 5.1

Warnings issued: 1

Summons issued: 0

Comments: One Bite Case

Edmund A Cross Sr
Ed Cross, Dog Control Officer

Date: 4/1/23



SARATOGA COUNTY ANIMAL SHELTER

6010 COUNTY FARM ROAD, BALLSTON SPA, N.Y. 12020
WWW.SARATOGACOUNTYNY.GOV



Saratoga County
ANIMAL SHELTER

TEL. 518-885-4113
FAX 518-885-2570

ANIMAL SEIZURE REPORT

REPORT # Cage B

Distribution: Original White - DCO/Seizing Officer, Yellow Copy Shelter

1. City/Town/Village: Northumberland County: Saratoga, NY

Description: of Animal Seized: License Tag No. unknown Breed: Chihuahua

Sex: M Color: reddish brown Age: A Owner of Record: unknown

Owner Address: unknown

Date of Seizure: 3/20/23 Time of Seizure: 4:35pm Location of Seizure: Stewart, Gansvoort

Reason for Seizure: RAL No. of Impoundments in past 12 mos. (include this one): _____

Collar none Rabies/ID Tag unknown

Comments: afraid

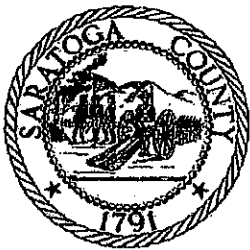
2. Signature of DCO or Seizing Officer [Signature] Date: 3/20/23

3. I here by acknowledge receipt of above described animal (signatures required below):
Shelter Agent _____ Date _____ Secondary Shelter Agent _____ Date _____

NOTIFICATION OF SEIZURE

(complete only for an identified animal and deliver or mail copy to owner of record)

This is to notify you that an animal, identified as belonging to you or bearing an ID Tag No. _____ was seized by
(name) _____, a (title) _____ of the _____
of _____ in the county of _____ New York and was impounded at
(shelter) _____ located at _____

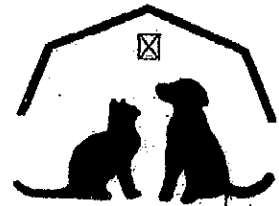


SARATOGA COUNTY ANIMAL SHELTER

6010 COUNTY FARM ROAD, BALLSTON SPA, NY 12020

www.saratogacountyanimalshelter.com

BITE CASE REPORT FORM



TEL 518.885.4113

TOWN NORTHUMBERLAND

VICTIM

NAME Billy Ancher PHONE# _____

ADDRESS 1169 Windyhill Rd - Greenwich 12834

AGE 15 PARENT/GUARDIAN (IF UNDER 18) Victoria Voelkner VICTIM DOB _____

LOCATION OF WOUND L. arm

DID VICTIM GET MEDICAL ATTENTION: NO. _____ YES WHERE Urgent Care

VICTIM SIGNATURE _____

BITE INCIDENT

DATE OF BITE 3/4/23 TIME _____

WHERE DID THIS HAPPEN 70 Brampton Lane - Gensevoort 12831

WHAT HAPPENED ~~70 Brampton Lane~~ - 2 dogs started fighting and Billy got in middle to try to break it up

ANIMAL

BREED Lab Retriever Mix SEX F

NAME Luna COLOR Black

OWNER OR HARBORER

CONFINEMENT IS AT SHELTER HOME

NAME Elizabeth Case OWNER WILL REDEEM ANIMAL _____

ADDRESS 9680 Litzsimmer Lake Fort Drum, NY 13603 DATE VACC _____ EXP 1/23

VET adopted from Jefferson County SPCA VET PHONE _____ DAY PHONE _____

ZIP 13603 PHONE 518-321-8990

OF ANIMAL

The Owner or Harboree of this animal has been advised of the conditions of the 10 day confinement period which will end on 3/15/23 and agrees to abide by the said conditions.

1) The animal shall be confined indoors and allowed outside on a leash under supervision.

2) If during the confinement period, the animal should become sick or die for any reason, Public Health should be contacted immediately at 584-7460. Your animal control officer and vet should also be contacted. EXT. 835596

Failure to confine your animal could result in a mandatory order that the animal be confined at the shelter at your expense.

ACO/DCO Adrian A. Cross Sr DATE 3/8/23

OWNER _____ DATE _____

ARRIVED AT SHELTER ON _____ RELEASE DATE _____

INSPECTION	1. <u>3/5/23</u> ^ OK	2. <u>3/6/23</u> - OK	3. <u>3/7/23</u> - OK	4. <u>3/8/23</u> - OK
	5. <u>3/9/23</u> ^	6. <u>3/10/23</u> ^	7. <u>3/11/23</u> ^	8. <u>3/12/23</u> ^
	9. <u>3/13/23</u> ^	10. <u>3/14/23</u> ^		

LOCATION _____

FAXED TO PUBLIC HEALTH 583-1202 or 693-7389 ANIMAL# _____

Handwritten notes and signatures at the bottom of the page.

ED CROSS ~ D.C.O

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 3/5/23

Time of call 9:00 A.M.

Phone# 518 584 7460 Ext 8396

Incoming calling Party Public Health

Reason for call : Dog Bite at 70 Brampton Lane

Victims 15 year old Billy Archer 169 Windy

hill Rd Greenfield Parent is Victoria Voellmer

Home address owner is Elizabeth Case 909680

Action taken: 745 Simons Lane Fort Drum 13603

518 381-8990

Confined Dog at 70 Brampton Lane

Records are up to date Confined Ends on 3/15/23

Comments: Dog is from Fort Drum

Black Lab mix female named Summer

Dog is Licensed in Jefferson County

ED CROSS ~ D.C.O

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 3/10/23

Time of call- 6:42 P.M.

Phone# 587 2400

Incoming calling Party Sheriff Call

Reason for call : Dog in road near
Jacob Drive Motorist Pick Up
Dog in road near

Action taken: Called Motorist Sheriff
at 518 320 0797 Told me he
found owner

Comments: _____

ED CROSS ~ D.C.O

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 3/20/23

Time of call- 3:15 P.M.

Phone# 518 804 5105

Incoming calling Party Motorist

Reason for call : Found Dog at Stenwards
at Gansevoort Stop Took Dog home to
Blens Fall.

Action taken: Told him to meet me
at Town hall Picked up Dog from
him took Dog to Shelter

Comments: Dog is a Brown Chihuahua
Male no Collar or Tags



Kristine Orr
Superintendent
orrk@sgfcsd.org

Timothy Dawkins
Assistant Superintendent
dawkinst@sgfcsd.org

Kevin Fottrell
Assistant Superintendent
fottrellk@sgfcsd.org

SOUTH GLENS FALLS CENTRAL SCHOOL DISTRICT

March 20, 2023

Commissioner William Fruci
Commissioner Roger J. Schiera
Saratoga County Board of Elections
50 West High Street
Ballston Spa, NY 12020

Re: Request for Optical Scan Voting Machines

Dear Mr. Fruci and Mr. Schiera:

On behalf of the South Glens Falls Central School District, I am requesting authorization for the utilization of 4 optical scan voting machines for Tuesday, May 16, 2023. The district will be conducting voting at Tanglewood Elementary School and Ballard Elementary School between the hours of 8 AM and 8 PM for the 2023-2024 proposed School District Budget and candidates for the Board of Education.

Should you have further questions or concerns, please contact Karyn Bates, batesk@sgfcsd.org, 518-793-9617 ext. 1. Thank you for your assistance and support.

Sincerely,

Kristine Orr
Superintendent of Schools

KO/kmb

cc: Theodore Kusnierz, Town of Moreau Supervisor
Willard H. Peck, Town of Northumberland Supervisor
John Lant, Town of Wilton Supervisor

Norththumberland Historian`s Report 2022

1-3-22 I mailed my Historian`s report for 2021 to the County and State Historians offices and a report to Northumberland Town Clerk.

2-12-22 George Hoffman requested information on his house. Deed information traces it back to Morgan Lewis ownership by Bond, dating Nov. 30, 1885. The next earliest record was Dec. 2, 1885 Liber 128; mortgage page 559.

3-3-22 Lauren Roberts; County Historian of Saratoga; wanted information on the Bacon Hill Reformed Church after the 1850's. All I had was a short list on Pastors. George W. Labaw 1873-1874 and William H. Ford 1875-1880.

3-14-22 Rebecca Benson e-mailed me and wanted copies of all cemetery maps for Northumberland, I answered her with no maps are available as all our cemeteries are privately owned.

5-16-22 I canceled The Saratogian Newspaper after 42 years of great service we were being skipped over with delivery on 12 different occasions. I called every department at their offices with nothing but promises which are of no value to their customers.

5-18-22 I received an e-mail from David G. regarding property at 21 Hill Street residence inquiring about an old lady being buried on that property. I told him that in my 42 years as Historian for Northumberland I had no knowledge of this information. Bradleys owned the property previously. The best source of property data is the deed which provides the accurate information.

5-19-22 Answered Merr Carlson regarding Baltus and Elizabeth VanKleeck regarding death records if any of them in Northumberland between 1813-1840. Our death records begin in 1880-1913 and I also checked our sparse Genealogy records with no mention of either. I suggested checking Saratoga County. I also gave her our time line on marriages 1887-1936 and death records 1880-1913

I suggested checking Saratoga County. I also gave her our time span on Marriages 1887-1936 and death records 1880-1913.

5-28-22 James Whitlaw contacted me and was interested in 1800's house on route #50. Particularly a brick house of his late grandparents. It was formerly known as Gick road. There is nothing in our road files that can confirm that however. The Merchant family initially built the house. Our town records have a mere mention of a Moses; Asenath and Loren Merchant as residents between 1837-1873. Loren operated a Grist Mill for Peter Gansevoort.

6-11-22 Nancy E. Robinson searching the family regarding James & Iram Murray. I checked files on Post Office names; Birth records; death; and marriage records without success. The only Murrays I could find were from other towns of Malta; Charlton; Waterford and Saratoga that were listed in Saratoga Deeds. I referred her to Heritage Hunters of Saratoga County.

6-22-22 Sara Zlotnick wanting to know about our Revolutionary War Soldiers in advance of the 250th Anniversary of Battle of Saratoga and their grave sites. She wanted particularly "home town Heros". I gave her a list of 16 Soldiers we have records on. 7 from Bacon Hill Cemetery: Isaac Vanderwerker; Payne Kenyon; Capt. Joseph Palmer; Jeremiah Terhune; John Terhune; Ebenezer Bacon; Samuel Hagadorn. 7 from Nevins Cemetery Wm. Harris; Col. Sidney Berry; Lieu. Samuel Lewis; Capt. Ephraim Woodworth; Charles Moore; Thomas Thomphson. 1 from Brownville Cemetery Martin Vanderwerker. And 1 from old Gansevoort cemetery on Catherine St. Peter Stevenson who was a body guard for George Washington. There could have been others but these are the only ones in our records. Patriots All! .

7-13-22 Answered Sandra Morris inquiry regarding an old house known as K. Hackett place in 1866. Before Hackett the farm was known as Matthew De Garmo farm. Next Kda Stark farm. It became Hacketts in 1928. I referred her to Saratoga County Deeds and

County Historian. Niles Hackett was a school treasurer in 1850 then he was associated with district #3.

7-14-22 Sent Jim Richmond; Ballston Spa Town Historian information on Vanderwerker; Deyoe; Fake; and Ebenezer Bacon. Also sent our Bicentennial Booklet and an early booklet from our 1975 celebration. I gave him history notes on those families from our records and quotes from our Early Days in Bacon Hill book by Grace Vanderwerker our first town Historian; also an old copy of a photo of the Vanderwerker family.

7-28-22 Sent Jim Richmond more info for the Bacon Hill History Project team: Early notes on Bacon Hill taken from History notes from 5 of Northumberland's Historians. Pictures and death reports on Jesse Billings from 1905. Pictures and story of Pecks 40th Wedding Anniversary in 1935. The story of a mother, a tragedy and an old picture of Mary Lou Peck in 1987 with first Lady Barbara Bush before Mary's tragic death at age 47. Her daughter Elizabeth did the story in special to the Post star on May 8th, 2005. And a story in 1937 by Grace Vanderwerker. It included a story "then came the tailor Isaac Bemis" by Wm. Bemis.

8-1-22 Jeanee Tolleson wanted some History on Martin Woodsworth; he was a raftman and farmer here. I found 25 Woodworths in our records of deaths here. 18 were in Thompson Cemetery; one from Brownville cemetery; 2 from Nevins Cemetery and 4 from Bacon Hill Cemetery from which the town was named. Isaac Woodworth a pioneer settled here. History reported many chicken farms in Woodworth area.

8-3-22 Sent Jim Richmond information on Colonel Sidney Berry; Bill Deyo; Picture of Martin Vanderwerker; DAR ceremony 1994 at Brownville Cemetery; Old Grange Hall 1998; two of Seymours home of Gail and Carl 1998. Two of Bacon Hill Cemetery; Lockwood farm 1998; Thomas Egg farm 1998; Supervisor Edgar King with Pilot and James Heber photo taken during Bicentennial 1998 at Hebers airport.

2 articles 1791-1798 on Colonel Sidney Berry. Article on Veterans in Bacon Hill Cemetery 1980. A Town of Northumberland Bicentennial Celebration at Bacon Hill Church with the Church History 1950-1998 by Edgar A. King or Town Supervisor at the time on 3-16-1998 at 7 pm. I also sent Jim the obituary of the former town supervisor Carl Seymore.

8-10-22 Sent e-mail to Brandee with info on old schoolhouse #11 below the Billings Estate possible circa 1895. It passed thru several owners. Goodwin 1907, he sold it to trustees George Hammond; John Leggett; and Orin Town. Jesse Finne owned the school before that but no dates were provided. Lionel Browns father bought it in a tax sale in 1995 by county. Next owner a Mr. Seeman put it up for sale again no dates provided. This info came from Bea Montgomery who told me her dad went to school there and she had lived in area since 1919. She was 82 years old when she gave me this info.

8-25-22 Sent Jim Richman highlights from clippings 1974 and 1940-1974. Article on old creamery 1946. Info from 1st. Town Historian Grace Vanderwerker 1948-1958. Article on Fake Homestead 1957. A copy of my 2021 report on my Historians duties. A copy of Heritage Hunters Membership offer. A copy of how to trace ancestors from Heritage Hunters. A copy of a Bacon Hill Flower Show in the early days, but no date was provided on the flyer.

8-27-22 Answered e-mail regarding Alice Vanderwerker from Sally Morgan from Columbus, Georgia asking for info on her grandmother and hoping for a photo. I went through our history on Vanderwerkers and there is a lot but no reference to Alice. I checked Sar.Co.History 1787 and Vanderwerker records 1819-1878 and no reference to Alice. I recommended she contact Dirk Vanderwerker and gave her his e-mail address.

10-1-22 New owner of 670 West River Road called and wondered if I have any old pictures of the old farm house formerly owned by Sarah

and Vincent Paliulis. I don't but I referred her to Saratoga County Historian's office,

10-17-02 The Town Building Inspector Clerk inquired if we had an old map of Bacon Hill Cemetery. We do and I took it to town hall and asked her if she would make a copy for the Historian's file as the copy I let her copy is very old and fragile and we can't let too many hands use it before it would be useless. So Tia made extra copies.

January - March Weather Report for 2022

January - had 6 below zero days on 15th - 3.3 degrees, 16th - 9.2 degrees, and 21st -4.4 degrees on 22nd -12 degrees on 27th -9.9 degrees and on 30th -9.8 degrees.

February - only two below zero days. February 6 -1.6 degrees and on 26th - 5 degrees

Nature & Weather Watch

February - 3 robins at 8 degrees. Starting at feeder on February 11 at 29.8 degrees. Cowbirds arrived on February 18th at 53.6 degrees but heavy winds on February 24th reduced blackbirds at feeders.

March - no below zero days, saw woodchuck on March 8th temp 49 degrees on 12th flock of geese heading toward Hudson River. On 16th spotted a chipmunk temp 53.2 degrees.

Our weather is unpredictable and we can't fool mother nature. We are still unable to predict the weather with any degree of accuracy.

Respectfully Submitted
Georgia Ball Historian for Northumberland
1-4-2023



February 6, 2023

Case # 1200160

Chad Cooke, P.E.
Commissioner of Public Works
Saratoga County Department of Public Works
3654 Galway Road
Ballston Spa, NY 12020-2517

**RE: SPEED LIMIT REDUCTION
COUNTY ROUTE 32
TOWN OF NORTHUMBERLAND
SARATOGA COUNTY**

Dear Mr. Cooke:

This is in response to your September 18, 2020 request to our office regarding a speed limit reduction on County Route 32 (Wilton-Ganesvoort Road) between the Wilton Town Line and Route 32 in the Town of Northumberland. We apologize for the length of time it has taken to respond.

Currently, County Route 32 is governed by the statewide 55 MPH speed limit between the Wilton Town Line and approximately 0.2± miles west of Thomas Road. Continuing easterly to NYS Route 32, this portion of CR32 is governed by a 40 MPH speed limit established by this office in 2003. As a result of your most recent request, we again reviewed the 55 MPH speed zone on County Route 32. The field review found no significant roadside development and radar measurements found the 85th percentile speed to be 57 mph. Based on our review and our experience with similar highways, we have determined that a reduction of the existing posted speed limit on County Route 32 is not warranted at this time.

Thank you for bringing your concerns about this location to our attention. If you have any questions regarding this matter, please contact Jim Corbett of this office at 518-457-5283.

Sincerely,

Mark Pyskadlo, PE, PTOE
Regional Traffic Engineer

cc: → D. Murphy, Town Clerk, Town of Northumberland



Saratoga County
Department of Aging and Youth Services
152 West High Street
Ballston Spa NY 12020

Sandra M. Cross
Director

Telephone: (518) 884-4100
Fax: (518) 884-4104
E-mail: aging@saratogacountyny.gov

MEMORANDUM

TO: Willard Peck, Supervisor, Town of Northumberland

FROM: Sandra Cross, Director, Department of Aging and Youth Services

DATE: March 20, 2023

RE: Nutrition/Transportation Agreements

The Saratoga County Board of Supervisors adopted Resolution 146-96, which authorized agreements with municipalities for partial funding of nutrition/transportation services for the elderly by this office.

The agreements are based on a funding formula that utilizes census figures. Each municipality is charged a dollar per person for each individual over the age of 60. The enclosed agreements are based on the 2020 census figures. I have enclosed a copy of the census page we used to determine the funding amount.

Enclosed you will find three (3) copies of the agreement for your town/city for the period 1/1/2023 through 12/31/2023. Please review and sign all copies and return them to this office for further processing. Fully executed copies of the agreements will be returned to you.

Should you have any questions regarding the agreements, please contact me at your convenience.

10/15/96

RESOLUTION 146 - 96

Introduced by Supervisors Meager, Hovey, Johnson, Lawler, LeRoy, Lucia and Trieble

AUTHORIZING REVENUE AGREEMENTS FOR AGING'S TRANSPORTATION AND NUTRITION PROGRAMS.

WHEREAS, the County's Office for the Aging, operating under Titles III-B and III-C of the Older Americans Act of 1965, as amended, administers programs to assist older persons in areas of their most urgent needs; and

WHEREAS, Aging's Transportation and Nutrition Programs are two of these services and are partially funded by our municipalities through written agreements; and

WHEREAS, Resolutions 140-95 and 141-95 authorized continuation of these programs through 1996; and

WHEREAS, it is appropriate to provide ongoing authority for these programs; now, therefore, be it

RESOLVED, that the Chairman of the Board is, now and hereafter, authorized to execute revenue agreements with local municipalities for their local costs for the Title III-B Transportation Program of the County's Office for the Aging; and, be it further

RESOLVED, that the Chairman of the Board is, now and hereafter, authorized to execute revenue agreements with local municipalities for their local costs for the Title III-C Nutrition Program of the County's Office for the Aging; and be it further

RESOLVED, that the form and content of all documents authorized herein are subject to the approvals of the County Attorney and the Contract Administrator.

BUDGET IMPACT STATEMENT: None. These revenues would be included in future budgets.

STATE OF NEW YORK)
) ss:
COUNTY OF SARATOGA)

I, KATHLEEN MARCHIONE, Clerk of the Board of Supervisors of Saratoga County, do hereby certify that the foregoing is a true copy, and the whole thereof, of a resolution duly adopted by the Board of Supervisors of said county, on the 15th day of October 1996.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed hereto the official seal of said Board of Supervisors this 17th day of october 1996.

Kathleen Marchione
Clerk of the Board of Supervisors
Saratoga County, New York

60+ Population by City/ Town

Location	2010 60+ Population	2020 Census 60+ Population	Difference
City of Mechanicville	1030	1248	218
City of Saratoga Springs	6008	8049	2041
Town of Ballston	2167	2586	419
Town of Charlton	1096	1448	352
Town of Clifton Park	7666	9711	2045
Town of Corinth	1277	1941	664
Town of Day	234	444	210
Town of Edinburg	374	534	160
Town of Galway	584	1141	557
Town of Greenfield	1427	2005	578
Town of Hadley	463	693	230
Town of Halfmoon	4151	5643	1492
Town of Malta	2801	4866	2065
Town of Milton	2990	4011	1021
Town of Moreau	2890	3966	1076
Town of Northumberland	725	1022	297
Town of Providence	365	505	140
Town of Saratoga	1145	1327	182
Town of Stillwater	1545	2476	931
Town of Waterford	1168	1979	811
Town of Wilton	3080	4143	1063
Total	43,186	59,738	16,552

3/31/2023 dkn

*US Census

County Subdivision

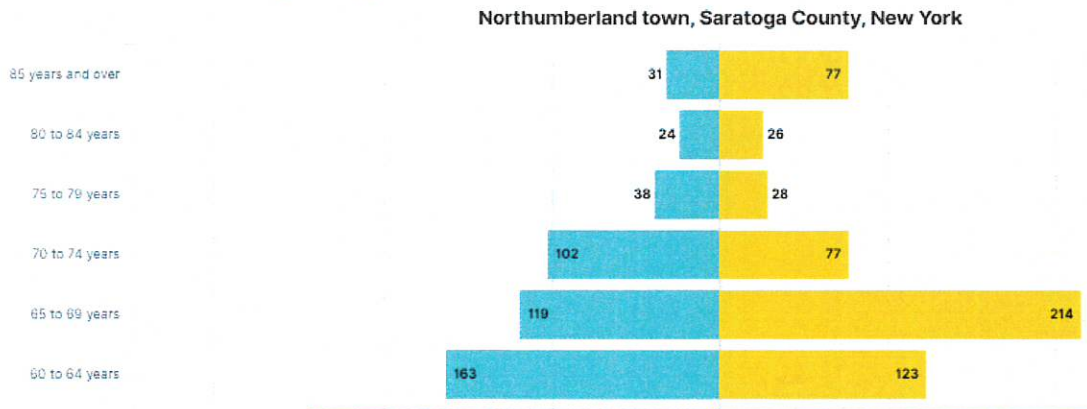
Northumberland town, Saratoga County, New York

Northumberland town, Saratoga County, New York is a city, town, place equivalent, and township located in [Saratoga County, New York](#).

[Share Profile](#)

Population Pyramid: Population by Age and Sex in Northumberland town, Saratoga County, New York

[Share](#)



Total= 1022



Saratoga County
 Department of Aging and Youth Services
 152 West High Street
 Ballston Spa NY 12020

Sandra M. Cross
 Director

Telephone: (518) 884-4100
 Fax: (518) 884-4104
 E-mail: aging@saratogacountyny.gov

Saratoga County Department of Aging and Youth Services

TRANSPORTATION AGREEMENT

The Saratoga County Department of Aging and Youth Services shall provide, through subcontract with A & H Services, transportation program for the transportation of senior citizens in the **Town of Northumberland** from January 1, 2023 to December 31, 2023. The program will provide transportation for medical and legal appointments, services and programs provided through the Senior Center, Nutrition Programs, when they exist, and to other necessary services and events subject to the rules and regulations under Title III of the Older Americans Act of 1965, as amended.

For such services, the **Town of Northumberland** will pay the Saratoga County Department of Aging and Youth Services, the sum of ONE THOUSAND TWENTY-TWO DOLLARS (\$1,022.00).

The payments will be made quarterly as follows:

January 1, 2023	\$ 255.50
April 1, 2023	\$ 255.50
July 1, 2023	\$ 255.50
October 1, 2023	\$ 255.50

These monies will be used to meet the County Department of Aging and Youth Services financial obligations for the Transportation Contract.

Date: _____

By: _____
 Town Official

Date: _____

By: _____
 Chairman, Board of Supervisor
 Per Resolution 146-96

Date: _____

By: _____
 Director, Department of Aging and Youth Services

Approved:

By: _____
 County Attorney

C.T. MALE ASSOCIATES



Engineering, Surveying, Architecture,
Landscape Architecture & Geology, D.P.C.

50 Century Hill Drive
Latham, NY 12110-0727
Tel. 518.786.7400
FAX 518.786.7299

TECHNICAL SERVICES

CHANGE ORDER

NUMBER: **001**

DATE OF ISSUE: March 29, 2023

PROJECT NAME: 2023 Groundwater, Explosive Gas Monitoring, and Reporting Services
PROJECT NO: 15.5193
CLIENT'S NAME: TOWN OF NORTHUMBERLAND
CLIENT'S ADDRESS: P.O. Box 128, Gansevoort, NY 12831
CLIENT CONTACT: Mr. Willard Peck, Supervisor

This Change Order incorporates changes and/or additions to the original Scope of Services for Contract Agreement dated March 17, 2022. All Provisions of Agreement in the original signed Contract Agreement apply to this Change Order, unless otherwise specified herein.

A. DESCRIPTION OF CHANGE:

C.T. Male to provide 2023 annual groundwater and explosive gas monitoring, and reporting services at the Town of Argyle Landfill located in the Town of Argyle, NY per our proposal dated March 29, 2023.

B. CHANGE IN CONTRACT PRICE:

Original Contract Price	\$3,097.00
Contract Price after previous Change Orders	NA
Net Change in Contract Price due to this Change Order	\$4,120.00
New Contract Price including this Change Order (includes 2022 & 2023)	\$7,217.00

APPROVED AND ACCEPTED BY:

TOWN OF NORTHUMBERLAND

**C.T. MALE ASSOCIATES ENGINEERING,
SURVEYING, ARCHITECTURE, LANDSCAPE
ARCHITECTURE & GEOLOGY, D.P.C.**

By: _____

By: _____

Date: _____

Date: _____

Name: Willard Peck

Name: Jeffrey A. Marx, P.E.

Title: Supervisor

Title: Managing Environmental Engineer

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

50 Century Hill Drive, Latham, NY 12110
518.786.7400 FAX 518.786.7299 www.ctmale.com



March 29, 2023

VIA EMAIL

Mr. Willard Peck, Supervisor
Town of Northumberland
P.O. Box 128
Gansevoort, New York 12831

RE: *Proposal – Technical Services Change Order 001
Town of Northumberland Landfill
2023 Groundwater and Explosive Gas Monitoring, and Reporting Services
C.T. Male Project No.: 15.5193*

Dear Mr. Peck:

C.T. Male Associates Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. (C.T. Male) is pleased to submit this proposal for landfill groundwater and explosive gas monitoring, and reporting services during 2023 at the Town of Northumberland Landfill located off Peters Road in the Town of Northumberland, New York.

The groundwater monitoring at the Town of Northumberland Landfill currently consists of annual sampling for the 6 NYCRR Part 360 (Part 360) routine parameters, sampling for the Part 360 baseline parameters once every three (3) years, and annual explosive gas monitoring. The last Part 360 baseline groundwater sampling event was conducted in September 2020. Therefore, the sampling event in 2023 will be for the Part 360 baseline parameters.

C.T. Male's proposed Scope of Work and Breakdown of Estimated Fee are presented as follows:

SCOPE OF WORK

1. C.T. Male will conduct annual groundwater monitoring during 2023 of three (3) monitoring wells (UG-2, DG-1 and DG-2) at the Town of Northumberland Landfill. The monitoring will be conducted during the late summer/early fall. It is assumed that the monitoring wells are accessible and in good condition for sampling. If a monitoring well becomes unable to be sampled, we will make a recommendation for repair and/or replacement and present those additional costs via a new proposal.

C.T. MALE ASSOCIATES

March 29, 2023
Mr. Willard Peck
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The samples will be analyzed for the Part 360 baseline parameters. It is our understanding that the list of routine parameters are those in the Water Quality Analysis Table of the 6 NYCRR Part 360 regulations effective December 31, 1988 and revised May 28, 1991 (Part 360).

2. In accordance with the Part 360 regulations, samples collected that have a field measured turbidity of greater than 50 NTUs are required to be analyzed for filtered and unfiltered metals. If filtered metals analysis is required, based on the field measured turbidity, there will be an additional cost of \$130.00/sample for baseline filtered metals.
3. The procedures followed during sampling will be documented in a field log and be in accordance with the NYSDEC approved Post-Closure Monitoring and Maintenance Operations Manual. Our proposal is based on utilizing new clean disposable bailers and new clean rope or peristaltic pump with new clean tubing to purge and sample each monitoring well.
4. C.T. Male will subcontract the laboratory analyses to a NYSDOH ELAP certified laboratory. A laboratory analysis report will be prepared by the analytical laboratory.
5. Explosive gas monitoring will be performed at temporary subsurface points (EG-1 to EG-18) around the perimeter of the landfill (adjacent to the landfill cover system), at the breathing zone around the perimeter of the landfill, at the monitoring wells, and inside the on-site building using a QRAE3 4-gas meter or equal instrument. The perimeter explosive gas monitoring will be conducted using temporary soil-gas methodology at points located approximately every 100 feet around the perimeter of the landfill and advanced approximately 18 to 24 inches into the ground, or to a depth below frost level. One annual explosive gas monitoring event will be conducted during the winter months.
6. The laboratory analyses results will be tabulated and compared to the NYSDEC groundwater standards and guidance values. An annual post-closure groundwater monitoring report will be prepared for 2023, and include the tabulated laboratory analyses results, a discussion of the results and observed trends, a discussion of the explosive gas monitoring results, field logs, groundwater sampling logs, explosive gas monitoring forms, and laboratory analysis reports and chain of custody records. A draft copy of the annual report

C.T. MALE ASSOCIATES

March 29, 2023
Mr. Willard Peck
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will be submitted to the Town for review, and upon approval the final report will be submitted to the NYSDEC and the Town.

ESTIMATED FEE

A breakdown of C.T. Male’s Estimated Fee based on the Scope of Work presented in this proposal is as follows:

2023 Landfill Monitoring and Reporting:

1. Preparation, Groundwater Sampling and Travel	
8 hours/event x \$90.00/hour x 1 event/year =	\$ 720.00
2. Laboratory Services	
a.) Samples - Baseline Parameters	
3 samples/event x \$410.00/sample x 1 event/year =	\$ 1,230.00
1 trip blank/event x \$100.00/sample x 1 event/year =	\$ 100.00
3. Explosive Gas Monitoring and Travel	
8 hours/event x \$90.00/hour x 1 event/year =	\$ 720.00
4. Project Management and Annual Report:	\$ 1,100.00
5. Miscellaneous Reimbursables (mileage, supplies, etc.)	<u>\$ 250.00</u>
Total Estimated Fee:	\$ 4,120.00

The client will be charged for the actual work performed based on the unit rates given. C.T. Male appreciates the opportunity to submit this proposal and we look forward to continue working with the Town of Northumberland on this project.

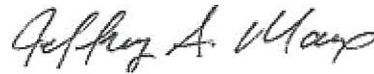
If this proposal is acceptable, please sign and date the attached technical services change order and return it via email to serve as our authorization to proceed. If you have any questions, please contact me at (518) 786-7501 or via email at d.achtyl@ctmale.com.

Respectfully Submitted,
C.T. MALE ASSOCIATES



Daniel T. Achtyl, P.G.
Staff Geologist II

Reviewed and Approved by:



Jeffrey A. Marx, P.E.
Managing Environmental Engineer

C.T. MALE ASSOCIATES

March 29, 2023
Mr. Willard Peck
Page - 4

Att Technical Services Chance Order 001

ec: Denise Murphy, Town Clerk, Town of Northumberland
George Hodgson, Councilman, Town of Northumberland

CHPE LLC AND CHPE PROPERTIES, INC.

AND

TOWN OF NORTHUMBERLAND, NEW YORK

**ROAD USE AND CROSSING
AGREEMENT FOR THE
CHAMPLAIN HUDSON POWER EXPRESS ELECTRIC
TRANSMISSION CABLE SYSTEM CROSSING**

DATED _____, 2023

ADDRESS: Northumberland Town Hall, 17 Catherine Street, Gansevoort, NY 12831

CITY/VILLAGE/TOWN: Town of Northumberland

COUNTY: Saratoga

STATE: New York

ROAD USE AND CROSSING AGREEMENT

This Road Use and Crossing Agreement (“Agreement”), entered into this __ day of ____, 2023 by and between CHPE LLC and its wholly-owned subsidiary CHPE PROPERTIES, INC. (collectively, “CHPE”) having an office located at 600 Broadway, Albany, New York 12207 and the Town of Northumberland, New York (the “Town”) having an office at 17 Catherine Street, Gansevoort, NY 12831.

RECITALS:

WHEREAS, CHPE intends to construct and operate a buried 1,250 megawatt High Voltage Direct Current electric transmission facility consisting of two solid-state cables and related equipment and appurtenances (“Project”) pursuant to the Certificate of Environmental Capability and Public Need granted to CHPE by the New York State Public Service Commission (“PSC”) on April 20, 2013 (as amended from time to time, the “Certificate”), the Project’s Environmental

Management and Construction Plan (as amended from time to time, "EM&CP") to be approved by the PSC in due course, and other permits and authorizations to conduct certain related activities, including Project construction and Project restoration activities as provided for herein (collectively, "Project Activities"); and

WHEREAS, certain capitalized terms used herein are defined on **Exhibit A**; and

WHEREAS, on October 8, 2020, the Town Board of the Town of Northumberland (the "Board") pursuant to a Resolution, a copy of which is annexed hereto as Exhibit B, granted its consent, pursuant to Section 11 of the New York State Transportation Corporations Law, to CHPE's proposed routing of the Project over certain municipal property (the "Resolution"); and

WHEREAS, on January 1, 2020, the Climate Leadership and Community Protection Act ("CLCPA") became law in the State of New York; and

WHEREAS, in the wake of the enactment of the CLCPA, the New York State Energy Research and Development Authority awarded a contract involving the use of the Project to transmit renewable energy into New York State; and

WHEREAS, in order to accomplish Project Activities within the Town, CHPE needs to install and operate buried Project cables in, across, and under certain Town roads known as Allen Street, Alpha Boulevard, Browns Crossing Road and Embought Road, as shown on the map attached hereto as **Exhibit C** (the "Affected Roadways"); and

WHEREAS, the Town seeks assurances from CHPE that CHPE will pay and/or otherwise indemnify the Town for any damage to the Affected Roadways and any access roads, streets, or other public infrastructure used or traversed by CHPE or its contractors to access the work site for installation of the cable in and under the Affected Roadways and/or arising from or related to Project construction, maintenance, and occupancy activities; and

WHEREAS, the Town Board has been duly authorized to enter into this Agreement:

NOW, THEREFORE, in consideration of the premises set forth in the recitals above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CHPE and the Town, each intending to be legally bound, agree as follows:

1. Rights Granted.

a. The Town has consented to CHPE to laying down, constructing and maintaining wires, conductors, conduits and other fixtures in and under the Affected Roadways and Town Land in the Town in accordance with the provisions of this Agreement for the life of the CHPE project. Such consent shall be non-exclusive and subject to any other rights of others in and to any of the foregoing highways in existence as of the date hereof, and provided that the Town may enter into agreements after the date hereof granting third-party rights with respect to the use or occupancy of the Affected Roadways and Town Land which are not in conflict with the rights granted to CHPE pursuant to this Agreement.

2. CHPE Construction Responsibilities.

a. CHPE shall be responsible for obtaining any approvals, permits, and/or orders, including renewals thereof, which are required by governing law to undertake Project Activities.

b. CHPE shall be responsible for ensuring that all debris, garbage, and waste generated by Project Activities are immediately cleaned up and properly are disposed of.

c. CHPE shall not block or obstruct or interfere with the flow of traffic in both lanes of traffic on any Town road except, under severe hardship, a temporary closure lasting no more than four (4) hours. Temporary single lane closures will be permitted periodically during Project Activities taking into account all of the pertinent circumstances, with close coordination with the Town's Highway Department.

d. CHPE shall require that its employees, officers, directors, members, managers, agents, licensees, vendors, contractors, subcontractors, haulers and subcontractors will comply with the terms and conditions of this Agreement.

e. CHPE will examine existing conditions and traffic flow and volume patterns to determine the appropriate construction methods for the Transmission Line Improvements prior to commencing construction. CHPE shall, at least two (2) days prior to commencing construction in the Affected Roadways and/or Town Land, meet with the Superintendent of Highways of the Town and explain the construction process and timing and the measures CHPE will undertake to ensure minimum disruption to the traveling public and the Town's Highway Department and to minimize the duration of any detours or road closures. Where in-road work will be extensive enough to require detours or road closures, a Traffic Control Plan will be completed in consultation with the Town's Highway Department prior to the start of construction. All work zone traffic control ("WZTC") will be done in conformance with New York State Department of Transportation ("NYSDOT") Standard Specifications.

f. CHPE shall plate over any open trenches during non-working hours. CHPE shall not permit any excavation to be made in or upon any Affected Roadway and/or Town Land to remain open or uncovered either day or night, without causing the same to be properly barricaded by day and night and, in addition thereto, CHPE shall place at such location signage, flares, red lanterns, or other warning devices by night so as to properly warn all persons of the danger of such excavation. All active and inactive work zones shall be provided with adequate WZTC for the duration of the work within the Affected Roadway and/or Town Land.

3. Road Surveys and Routes.

a. CHPE will review the final Project route and Transmission Line Improvements with the Town's Engineer or designee. Additionally, CHPE will also consult with the Town Engineer or designee to finalize a list of roads and other Town-owned property that will constitute Affected Roadways and Town Lands, and **Exhibit C** shall be amended if and as appropriate.

b. Prior to CHPE undertaking any Project Activities, CHPE shall provide the Town with the final PSC-approved EM&CP involving the Affected Roadways and Town Lands. The

PSC-approved EM&CP involving the Affected Roadways and Town Lands shall serve as the basis for the required Financial Security set forth herein.

c. At least five (5) days prior to the commencement of Project Activities involving the Affected Roadways, CHPE shall prepare and provide to the Town a pre-construction video survey of the same, which video survey must be acceptable to the Town in its reasonable discretion.

d. If, in the reasonable professional opinion of the Town's Engineer or designee, the conditions of an Affected Roadway change after the date of this Agreement and before the start of Project construction activities such that any such Affected Roadway intended to be used for access purposes cannot withstand the structural and functional distress anticipated by heavy vehicular traffic resulting from the Project Activities, the Town will so notify CHPE and include in its notice the improvements that would be necessary for CHPE to use the same. CHPE will have five (5) business days from its receipt of such notice to notify the Town as to whether it can make alternate route arrangements.

- i. If CHPE notifies the Town that it can make alternate route arrangements, CHPE will include in its notice to the Town a map and description of its proposed alternate route. The Town must notify CHPE within three (3) business days from its receipt of such alternate proposed route whether or not that proposed route is reasonably satisfactory to the Town. If the proposed alternate route is not reasonably satisfactory to the Town, then CHPE and the Town will repeat the above process until an alternate route that is reasonably satisfactory to both parties is agreed upon.
- ii. If CHPE notifies the Town that it cannot make alternate route arrangements, then CHPE will make the improvements described in the Town's initial notice of changed conditions, which repairs will be at CHPE's cost and completed before the onset of Project Activities.

e. If, during the term of this Agreement, the Town's Engineer or designee reasonably believes that the condition of any Affected Roadway has changed after the start of Project construction activities such that the Affected Roadway cannot, due to its condition, withstand or continue to withstand the structural and functional distress anticipated by further heavy vehicular traffic, the Town will so notify CHPE and include in its notice the improvements that would be necessary for CHPE to continue using the Affected Roadway. CHPE will have five business days from its receipt of such notice to decide if it can make alternate route arrangements.

- i. If CHPE notifies the Town that it can make alternate route arrangements, CHPE will include in its notice to the Town a map and description of its proposed alternate route. The Town must notify CHPE within three (3) business days from its receipt of such alternate proposed route whether or not that proposed route is reasonably satisfactory to the Town. If the proposed alternate route is not reasonably satisfactory to the Town, then CHPE and the Town will repeat the above process until an alternate route that is reasonably satisfactory to both parties is agreed upon.
- ii. If CHPE notifies the Town that it cannot make alternate route arrangements, then CHPE will make the improvements described in the Town's initial notice of changed conditions,

which repairs will be at CHPE's cost and completed before the resumption of Project Activities.

f. Promptly following the substantial completion of Project Activities within the Town, CHPE shall prepare and provide to the Town a post-construction video survey of the Affected Roadways acceptable to the Town in its reasonable discretion. Within one hundred eighty (180) days after substantial completion of Transmission Line Improvements, CHPE shall prepare and provide the Town with "as-built" engineer and surveyor certified plans and maps, in a customary software format which the County may reasonably request (CAD, GPS, etc.). After CHPE has completed Project Activities within the Town, CHPE will not use any Heavy Equipment that would cause damage to Town roads, unless authorized by the Town, where "Heavy Equipment" is defined to include oversize or overweight vehicles and large construction equipment, but which shall not include standard passenger or commercial vehicles.

g. In the event that the Town Engineer reasonably believes that Project Activities have deviated from the PSC-approved EM&CP routing within the Town without prior written permission from the Town, CHPE shall, upon notification from the Town, suspend Project Activities unless and until the Construction Inspector provided for at Condition 53(a) of the Certificate has determined that the Project Activities do not in fact deviate from the PSC-approved EM&CP.

4. Road Restoration and Repair of Damage.

a. The standard to be achieved by CHPE in pursuing Project Activities is the return of any Affected Roadway or other public lands/infrastructure used or traversed by CHPE or its contractors to access the Project work site to its original condition as nearly as practicable and, in all events, to restore full service and functionality of the Affected Roadway and Town Lands as soon as reasonably practicable, but no later than sixty (60) days from the date the Town sends notice requesting any repairs.

b. No less than forty-five (45) days prior to the commencement of any Project Activities, CHPE shall provide the Town with a payment of \$10,000 (the "Deposit") that the Town shall deposit into an escrow account ("Account"). The Town may only withdraw funds from the Account to pay for the incremental and out-of-pocket costs, fees, expenses and other bills rendered to or incurred by the Town in connection with: (i) the approval of proposed use of Affected Roadways and Town Lands and the assessment of whether the same are suitable for use by Heavy Equipment; and (ii) the Town's monitoring of Project Activities and the performance of its functions as provided for by this Agreement, including payment of any Town Designated Engineer ("TDE") employed by the Town to assess road conditions before and after use by CHPE and its contractors with Heavy Equipment, and assessment of any damage to an Affected Roadway and/or Town Lands caused by the Project Activities ("Allowed Costs"). The Town shall provide an itemized statement, together with detailed backup, of any deduction from the Account. If at any time the balance in the Account is reduced to one-third or less of its initial amount, and the Town advises CHPE and can demonstrate actual reasonable additional expenses beyond this amount, then CHPE shall provide for deposit additional funds into the Account to cover those reasonable additional expenses.

c. Within fifteen (15) business days of the date upon which CHPE notifies the Town that it has completed the initial re-seeding that CHPE will undertake as part of its Project Activities, the Town must notify CHPE in writing if it reasonably believes any significant residual damage to an Affected Roadway and/or Town Lands exists and was caused by Project Activities. Damage may include but is not limited to cracking, imprinting, pitting, tracking, buckling or asphalt and road base damage, damage to culverts, bridges and/or drainage facilities (“residual project damage”).

d. Within 10 business days of receipt of an allegation of residual project damage from the Town, CHPE shall notify the Town in writing of its agreement or disagreement with the allegations. If CHPE accepts responsibility, it will proceed with due diligence to rectify the condition. If CHPE declines to accept responsibility, the Town shall then submit a written invoice (“damage invoice”) to CHPE, detailing estimates of the costs, fees, and/or expenses incurred or to be incurred by the Town to repair the residual project damage.

e. CHPE may elect in its sole discretion either to pay the amount set forth in the damage invoice accompanying the Town’s notice, as liquidated damages. In such event, CHPE shall notify the Town in writing of its election, and pay the amount within ten (10) business days of receipt of the invoice. If paid in full, the Town will have no further claim against CHPE in connection with residual project damage.

f. The manner of repair of any residual project damage by either party shall be in accordance with official industry standards with New York State Department of Transportation and/or municipal requirements that are applicable for the type of road and restoration involved.

g. After the conclusion of Project Activities, the Town shall be entitled to withdraw and retain any remaining portion of the initial \$10,000 Deposit made into the Account pursuant to paragraph 4(b) of this Agreement. If CHPE has provided funds to replenish the Account pursuant to paragraph 4(b) of this Agreement beyond the initial Deposit, and any balance remains in the Account against which the Town has not claimed reimbursement, said balance shall be returned to CHPE or its assignee

5. Ongoing Cooperation.

The Parties commit to the taking of such further actions, if and when reasonably requested and consistent with applicable law, as may facilitate the successful achievement of the goals and benefits of the CLCPA and the completion of the Project.

6. Financial Security.

a. Prior to the commencement of any Project Activities, CHPE shall deliver to the Town financial security in the form of a cash escrow or a Letter of Credit (“Financial Security”), which amount is to be calculated based upon the length and types of the Affected Roadways and which shall be sufficient to satisfy the Town’s standard requirements for road use and road excavation. The Security shall be in the sum of \$50,000. If a Letter of Credit is provided, it shall be issued by a reliable bank with an A or higher rating, and authorized to do business in the State

of New York. A form of Letter of Credit acceptable to the Town is attached to this Agreement as **Exhibit D**.

b. The Financial Security shall remain in full force and effect in the stated amount for a period of 3 months after CHPE's completion of all Project Activities.

c. The purpose of the Financial Security is to guarantee reimbursement to the Town for all labor, material, equipment, expenses and attorneys' fees the Town may incur in repairing any residual project damage, to the extent that (i) CHPE's liability for the same has been finally adjudicated, (ii) CHPE has failed to pay the ordered judgment, and (iii) applicable insurance is unavailable to reimburse the Town for the aforesaid expenses.

d. After the conclusion of Project Activities, the Town shall agree to the cancellation and return of the Financial Security. If a Letter of Credit is used, it shall be returned to CHPE by certified mail at the address listed in Section 17 below.

7. Indemnification and Insurance.

a. CHPE, at its own expense, agrees to the insurance, indemnification and general terms and conditions set forth herein.

b. CHPE shall present to the Town Certificates of Insurance evidencing the acquisition of liability insurance coverage naming the Town as additional insured, on a primary noncontributory basis, in the amount of at least:

- i. \$1,000,000 per occurrence, \$1,000,000 General Aggregate, \$1,000,000 Products and Completed Operations Aggregate. Death/Bodily Injury: \$1,000,000 per person; \$2,000,000 aggregate.
- ii. Coverage shall include contractual liability.
- iii. Property Damage: \$500,000.
- iv. Coverage provided shall be written on a primary and non-contributory basis over any other insurance that may be available.
- v. All policies shall contain a waiver of subrogation.
- vi. No policy shall exclude coverage for lawsuits alleging violations of New York Labor Law, sections 200, 240(1) a/k/a Scaffold Law and 241(6).
- vii. All policies shall be written with an insurance carrier with a Best's rating of A- or better.

c. Said insurance shall be maintained throughout the period during which Project Activities take place and the aforementioned certificate shall provide for a minimum of fifteen (15) business days' written notice to the Town prior to cancellation of coverage [with the exception of non-payment of premium in which case the statutory cancellation clause shall apply].

d. To the extent permitted by the governing law, CHPE shall defend, indemnify, protect, save, and hold the Town harmless from and against any and all penalties, fines, damages, costs, or charges arising out of any and all claims, suits, demands, causes of action, or award of damages, whether compensatory or punitive, or award of damages, whether compensatory or punitive, or expenses arising therefrom either at law or in equity, which might arise out of, or are caused by, the Project Activities, whether undertaken by CHPE or its contractors or consultants, or any of the right conferred by this Agreement except to the extent any such claims, suits, demands, causes of action, or award of damages relate to the negligence or willful misconduct of the Town or any of its officers, boards, employees, committee members, attorneys, agents, consultants, vendors, contractors and subcontractors. The obligation of CHPE to indemnify and save harmless the Town shall extend to the employees, officers, elected officials, and consultants hired by the Town.

8. Dispute Resolution.

If a Party has a dispute with the other Party regarding or in connection with this Agreement, then such Party will notify the other Party in writing of such dispute. Before resorting to litigation, the Parties shall use reasonable efforts to settle such dispute through representatives of the Parties for a period of at least thirty (30) days, during which time the parties shall have at least one (1) in-person meeting in Saratoga County.

9. Captions and Headings.

Captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or of the scope or intent of this Agreement nor in any way affect this Agreement.

10. Modifications.

This Agreement cannot be amended, modified, or changed orally, but only by agreement in writing signed by the parties.

11. Severability; No Waiver.

If any provision of this Agreement, or any portion of any provision of this Agreement, is declared null, void, voidable, or unenforceable, such provision or such portion of a provision shall be considered separate and apart from the remainder of this Agreement, which remainder shall remain in full force and effect. The waiver by any party hereto or a breach of violation of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation. No waiver is valid unless in writing and signed by party making the waiver. The parties reserve all of their rights and remedies under this Agreement, at law and at equity, including, without limitation, any such rights and remedies under the New York Public Service Law, the New York Eminent Domain Procedure Law, and the New York Transportation Corporations Law.

12. Governing Law; Consent to Jurisdiction.

a. This Agreement shall be governed and construed in accordance with the laws of the State of New York, as in effect from time to time without regard to principles of conflicts of laws.

b. Each party represents that it is subject to service of process in the State of New York and covenants that it will remain so subject so long as this Agreement shall be in effect.

13. Binding Effect.

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. Except as set forth in the preceding sentence, nothing in this Agreement is intended to be for, or to inure to the benefit of, any person other than the parties hereto, and their respective successors and assigns.

14. Entire Agreement.

The entire agreement of the parties is contained in this Agreement. No promises, inducements or considerations have been offered or accepted except as herein set forth. This Agreement supersedes any prior oral or written agreement, understandings, discussion, negotiations, and statements concerning the subject matter thereof. The parties hereto agree to execute and deliver such other documents and to perform such other acts as may, from time to time, be reasonably required to give full force and effect to the intent and purpose of this Agreement.

15. Counterparts.

This Agreement may be executed by electronic signature and transmitted by fax or email in counterparts, each of which will be considered an original, and all of said counterparts shall together constitute one and the same instrument which may be sufficiently evidenced by one counterpart.

16. Authority of Parties.

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

17. Notice.

Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given upon hand delivery, upon the third day following delivery via the United States Postal Service, on the first day following delivery via a nationally registered United States overnight courier service, or on the day when telecopies are sent by facsimile transmission if additional notice is also given under one of the previous three methods within three (3) business days thereafter. For purposes of this Agreement only, any notice to the parties shall be directed to the party as set forth below with a copy provided via electronic mail.

For CHPE Parties:

CHPE LLC
c/o Transmission Developers, Inc.
600 Broadway, Pieter Schuyler Building
Albany, NY 12207
Attn: General Counsel
Jeremiah.Sheehan@transmissiondevelopers.com
Josh.Bagnato@transmissiondevelopers.com

For Town:

Town of Northumberland
17 Catherine Street
Gansevoort, NY 12831
Attn: Town Supervisor

18. Assignment.

Neither Party may assign its rights or its obligations under this Agreement in whole or in part without the prior written consent of the other Party, which consent shall not be unreasonably withheld conditioned, or delayed; except no consent of any kind shall be required in the case of an assignment by CHPE (i) in favor of a secured lender or lenders participating in the Closing, (ii) as part of a straight lease arrangement authorized by the General Municipal Law relating to Industrial Development Agencies, or (iii) to a company affiliated with CHPE.

IN WITNESS WHEREOF, CHPE and the Town have caused their respective, duly authorized officers to execute this Road Use and Crossing Agreement of the day and year first above written.

Town of Northumberland, New York

By: _____

CHPE LLC

By: _____

CHPE Properties, Inc.

By: _____

EXHIBIT A DEFINITIONS

“Affiliate” means with respect to a specified Person: any other Person directly or indirectly in Control of, Controlled by, or under common Control with such specified Person; provided, however, for purposes of this Agreement, Project Company shall not be considered to be an Affiliate of Railroad Company, and vice versa. For purposes of this Agreement, to be in **“Control”** means to be in possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Debt Fund Affiliates” means (a) any fund or client managed by, or under common management with Blackstone Liquid Credit Strategies LLC, Blackstone Tactical Opportunities Fund L.P. or Blackstone Real Estate Debt Strategies L.P., (b) any fund or client managed by an investment manager within the credit-focused division of The Blackstone Group Inc., (c) any fund managed by Blackstone Alternative Credit Advisors LP, Blackstone Debt Advisors L.P., Blackstone Distressed Securities Advisors L.P., Blackstone Mezzanine Advisors L.P. or Blackstone Mezzanine Advisors II L.P., and (d) any Affiliate of Project Company other than Project Company that is, in each case, a bona fide debt fund or an investment vehicle that is engaged in the making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course that, in each case of clauses (a) through (d), provides Financing to the Project on terms and conditions that, when considered in the aggregate, are no less favorable to Project Company than the terms and conditions that would be obtained in a comparable arm’s length transaction with a Person that is not an Affiliate of Project Company; provided, that at any time that the aggregate amount of commitments made by Debt Fund Affiliates under the Financing for the Project constitute less than fifty percent (50%) of the aggregate commitments outstanding thereunder, such commitments shall be deemed to have been made on an arm’s length basis for purposes of this definition.

“Financing” means each construction, interim, long-term debt or equity financing, refinancing and/or credit support arrangement related to all or a portion of the development, construction or operation of the Project.

“Investment Grade Rating” means, with respect to a Person, that such Person has (whether individually or together with its Affiliates; provided such Affiliates are jointly liable with Project Company under this Agreement or procure a guarantee, binding equity commitment letter (with Project Company) or other credit support as to the obligations of Project Company under this Agreement) at least one Long-Term Credit Rating of no less than (as applicable) ‘BBB-’ from S&P, ‘Baa3’ from Moody’s, or “BBB-” by Fitch.

“Lender” means, with respect to Project Company, any Person, other than an Affiliate of Project Company, providing or seeking to provide Financing or financial support in any form in respect of the Project, including any commercial bank, institutional lender, export credit agency, funding agency, underwriter, bondholder, or insurance agency, and any representative, collateral agent, trustee, depositary, agent or other designee of such Person; provided, that solely for the purposes of this definition, a Debt Fund Affiliate is not deemed to be an “Affiliate” of Project Company.

“Permitted Transferee” means (i) an Affiliate of CHPE (which shall include (x) existing or future portfolio companies of any investment funds or vehicles Affiliated with or managed by Blackstone Capital Partners L.P. or Blackstone Energy Partners L.P. and (y) other investment funds or vehicles managed by Blackstone Capital Partners L.P. or Blackstone Energy Partners L.P. (including, in each such case, Blackstone Capital Partners VIII L.P. and Blackstone Energy Partners III L.P.)), (ii) any Lender (x) to whom CHPE collaterally assigns this Agreement or (y) who is exercising its rights and remedies under any documentation related to the Financing at CHPE, (iii) any Industrial Development Agency or Industrial Development Authority formed and existing pursuant to the General Municipal Law and the Public Authorities Law of the State of New York, or (iv) a Qualified Transferee.

“Qualified Transferee” means any Person that has (whether individually or together with its Affiliates; provided such Affiliates are jointly liable with Project Company under this Agreement or procure a guarantee, binding equity commitment letter (with Project Company) or other credit support as to the obligations of Project Company under this Agreement) either (a) an Investment Grade Rating, (b) a Total Net Worth of at least One Billion Dollars (\$1,000,000,000) or (c) assets under management of at least Ten Billion Dollars (\$10,000,000,000).

“Total Net Worth” means, with respect to any Person, the tangible net worth, bona fide capital commitments and fair market value of investments and other assets over which such Person (together with its Affiliates) collectively has supervisory control.

EXHIBIT B
RESOLUTION OF THE TOWN BOARD

EXHIBIT C
MAP

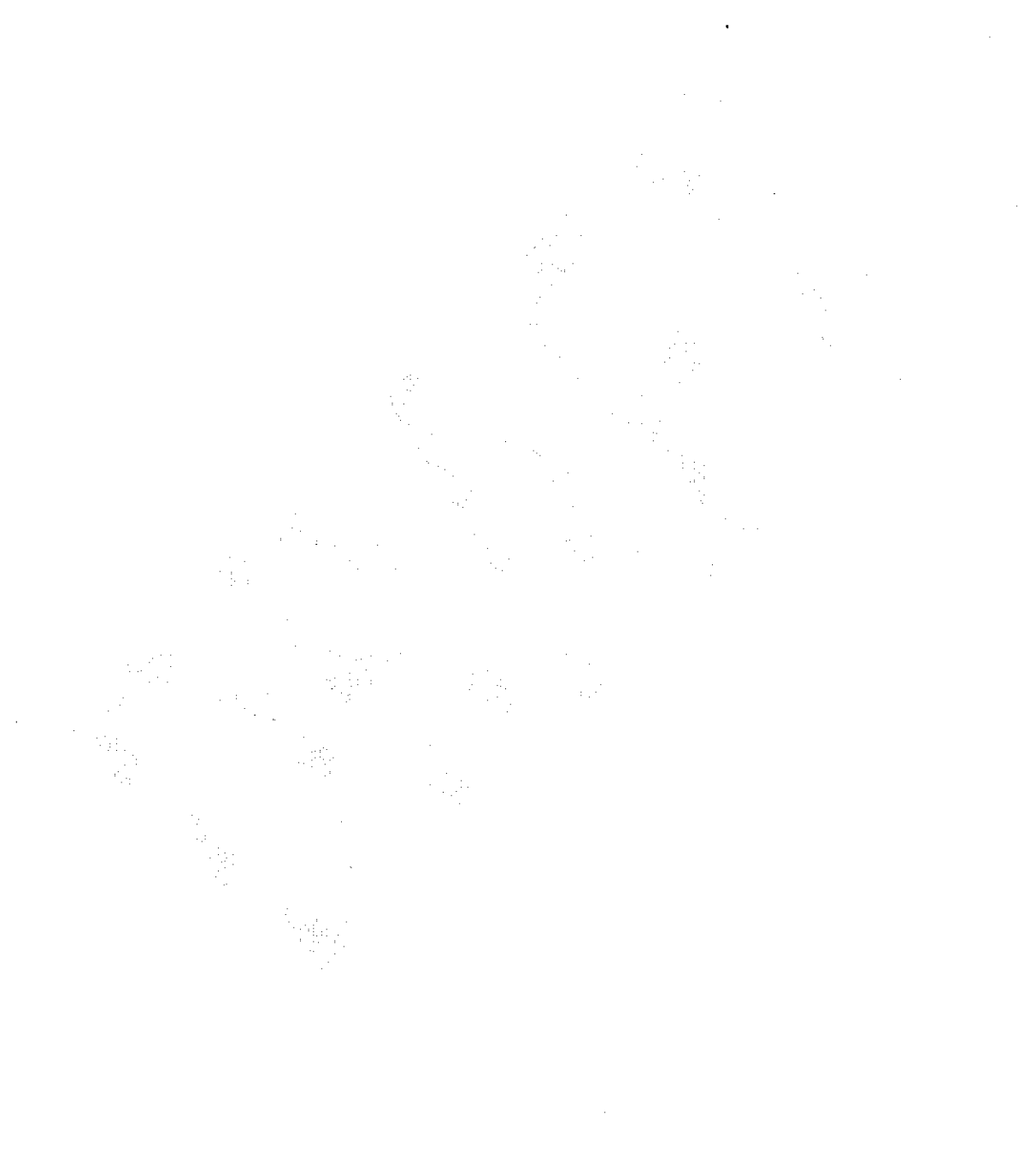


EXHIBIT D
FORM OF LETTER OF CREDIT



Legend

- Road Crossing
- CHPE Alignment
- Village
- City / Town
- County
- +— Railroad

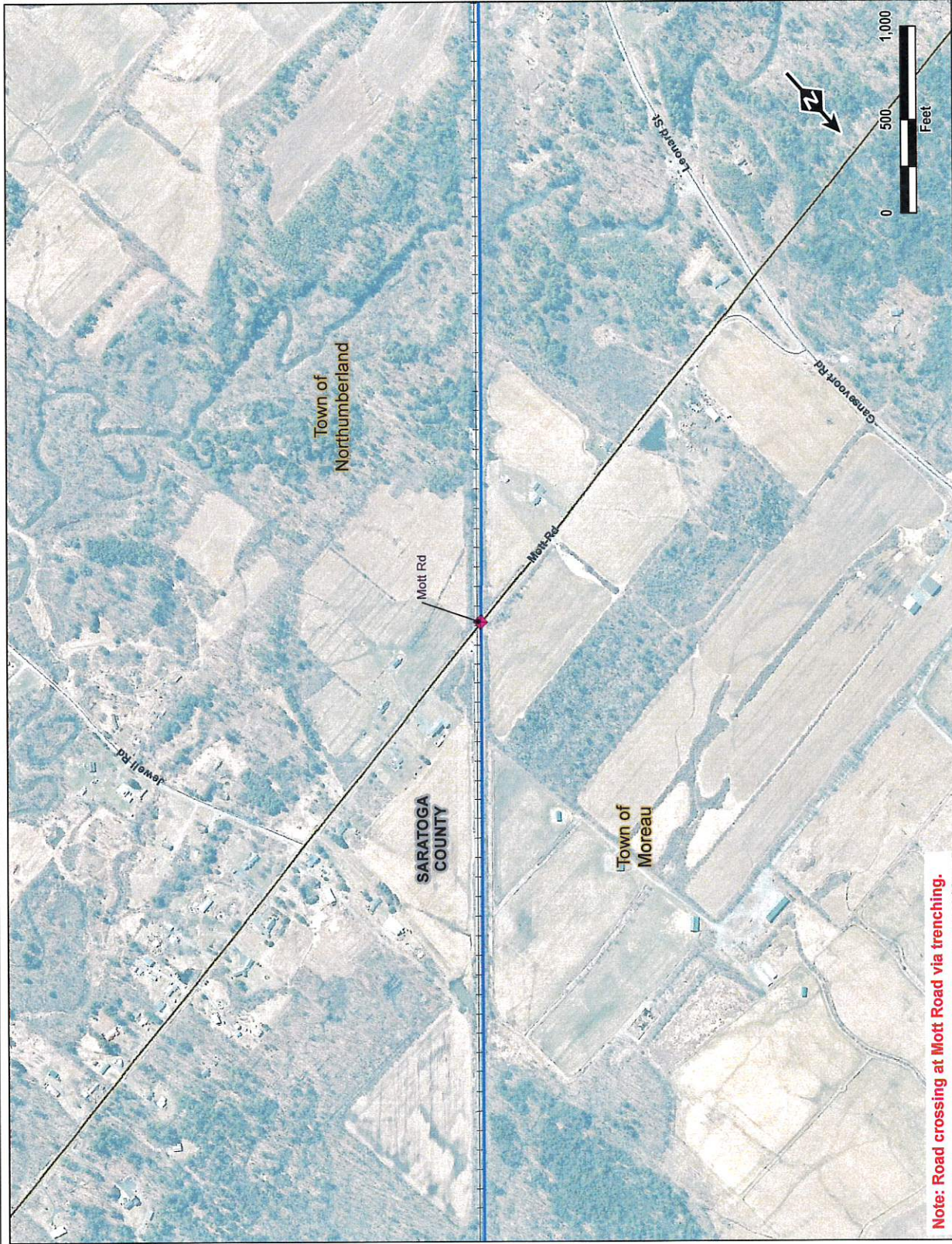
Basemap: ESRI Aerial

CHPE
Champlain Hudson
Power Express

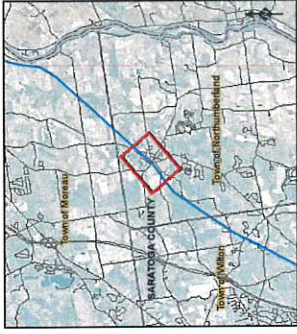
Champlain Hudson Power Express Project

Road Use Agreement
Exhibit B
Town of Northumberland
Page 1 of 2

Prepared on: 9/29/2022




Note: Road crossing at Mott Road via trenching.



Legend

- Road Crossing
- CHPE Alignment
- Village
- City / Town
- County
- Railroad

Basemap: ESRI Aerial



Champlain Hudson Power Express Project

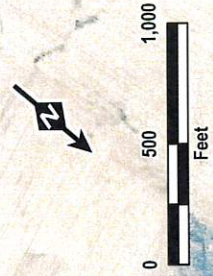
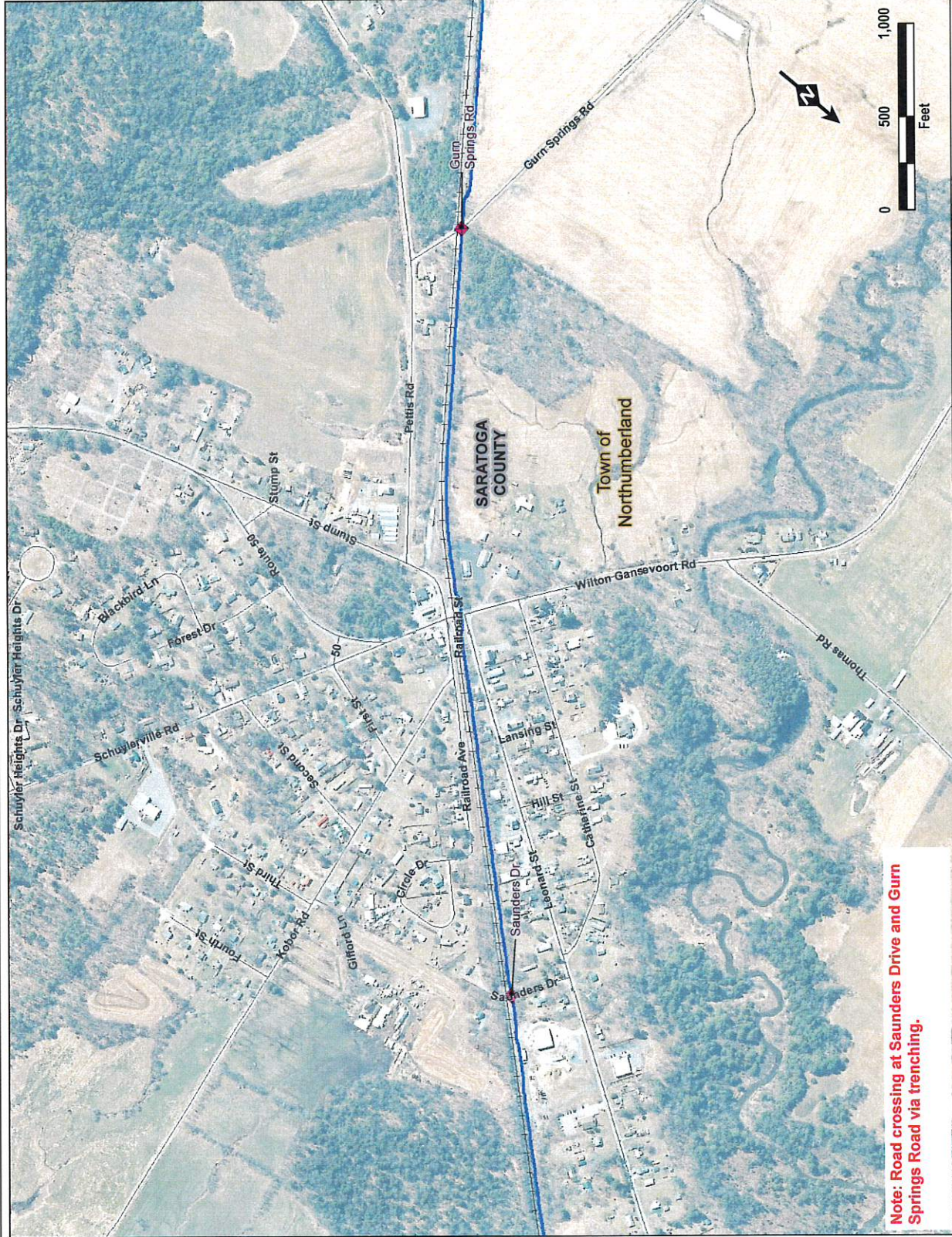
Road Use Agreement

Exhibit B

Town of Northumberland

Page 2 of 2

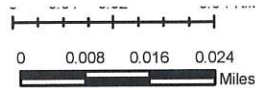
Prepared on: 9/23/2022



Note: Road crossing at Saunders Drive and Gurn Springs Road via trenching.

Tax Map Parcel No. 103.8-1-7.1

Exhibit C



Town Northumberland

County Saratoga

State New York

Lands n/f

Town Of Northumberland



Permanent Transmission Line Area: 0.02 Acres

This exhibit is not an official survey plat and all acreages should be considered approximate.

Temporary Construction Area: 0.71 Acres



**RESOLUTION OF THE
BOARD OF THE
TOWN OF NORTHUMBERLAND**

WHEREAS, Champlain Hudson Power Express, Inc. and CHPE Properties, Inc. (including their successors and/or assigns, "CHPE") is developing the Champlain Hudson Power Express Project (the "Project"), an approximately 1,000 megawatt underground and underwater high voltage, direct current electric transmission facility extending from the United States' border with Canada to Queens, New York; and

WHEREAS, the New York State Public Service Commission (the "PSC") has ruled that the Project will supply clean, renewable hydroelectricity to New York State and has issued a Certificate of Environmental Compatibility and Public Need authorizing the construction operation of the Project (including any amendments thereto, the "Certificate"); and

WHEREAS, CHPEI has discussed the Project with the Town of Northumberland (the "Municipality"), as a portion of the Project will be located within the Municipality and will occupy certain privately and/or publicly-owned land; and

WHEREAS, the project will provide significant economic and environmental benefits to New York State in the form of lower electric rates, a reduction in greenhouse gas emissions and increased jobs, including local jobs during the Project's construction; and

WHEREAS, the Project will provide tax (or payment in lieu of tax) revenue to the Town of Northumberland, County of Saratoga and the South Glens Falls School District during the course of its expected 40-60-year operating life; and

WHEREAS, prior to construction within the Municipality, CHPEI will require a Road Crossing Agreement with the Municipality that will include, at a minimum, construction responsibilities and plans, restoration and repair of damage, dispute resolution, bonding, insurance and indemnification provisions; and

WHEREAS, once the Project commences operation, it is not expected to require any services from the Municipality;

NOW, THEREFORE, BE IT RESOLVED,

1. That the Northumberland Town Board (the "Board") is fully familiar with and supportive of the Project, including the use and occupancy of privately and/or publicly-owned land in the Municipality.

2. That the Board hereby grants its consent to CHPEI, in accordance with section 11(3) of the New York State Transportation Corporations Law, to lay down, construct and maintain its wires, conductors, conduits and other fixtures in and under the streets, avenues, public parks and all other publicly-owned places in the Municipality in accordance with the provisions of the Certificate.

3. That the Board supports the Municipality to the taking of such further actions, if and when reasonably requested by CHPEI and consistent with applicable law, as may facilitate the successful achievement of the Project, including, without limitation, executing a Crossing Agreement substantially in the form annexed hereto.

4. That the Town Supervisor is hereby authorized and directed to take all appropriate measures to implement the intent of this resolution and the Town Clerk is hereby directed to forward a certified copy hereof to CHPEI at the Pieter Schuyler Building, 600 Broadway, Albany, NY 12207.

5. That the Board approves the inclusion of a copy of this resolution as a part of any filing made by CHPEI with any governmental bodies when and as required or requested by the same and the use of this Resolution in public statements made by CHPEI regarding host community support for the Project.

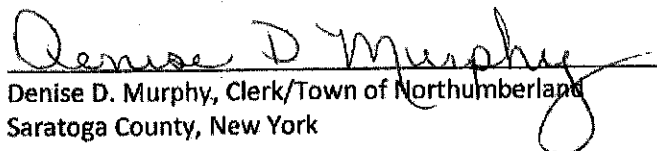
6. That this Resolution shall take effect immediately.

STATE OF NEW YORK

COUNTY OF SARATOGA

I, Denise D. Murphy, Clerk for the Town of Northumberland, do hereby certify that the foregoing is a true copy, and the whole thereof, of a Resolution duly adopted by the Town Board of said County on the 8th day of October, 2020.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed hereto the official seal of said Town this 8th day of October, 2020.


Denise D. Murphy, Clerk/Town of Northumberland
Saratoga County, New York