

**Town of Northumberland
Town Board Meeting
May 12, 2022**

The Regular Monthly Meeting of the Northumberland Town Board was called to order @ 8:00 AM by Supervisor Willard Peck. Following the salute to the flag, roll call was taken. Those attending were 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 Richard Coffinger.

PUBLIC PARTICIPATION

There were no comments from the Public.

APPROVAL OF MINUTES

Councilman George Hodgson made a motion to approve the minutes of the April 14, 2022 Regular Monthly Meeting. Councilman Paul Bolesh seconded the motion.

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

CORRESPONDENCE

1. Dog Control Officer: Ed Cross, Dog Control Officer, submitted his Dog Report for April, 2022. Mr. Cross answered 3 Complaints, issued 2 Warnings and had two bite cases.
2. Half-A-Chance: Supervisor Willard Peck received an email from Tori Roberts, Saratoga PLAN, informing the Town of Northumberland that Half-A-Chance Farm’s Conservation Easement closed on October 21, 2021. It is an agricultural conservation easement located on Tax parcel 104-1-28. The parcel is located on Duncan Lane in the Town of Northumberland.

NEW BUSINESS

1. Dog Control Officer: Supervisor Peck stated that historically we have been paying Ed Cross, Dog Control Officer, \$65 per call out. It has come to our attention that Mr. Cross, being paid as a subcontractor, is not covered by Liability Insurance and/or Workmen’s Comp. Supervisor Peck stated that Mr. Cross has agreed to be on the town’s monthly payroll as an employee.

**Town of Northumberland
Town Board Meeting
May 12, 2022**

Supervisor Peck stated that Mr. Cross also agreed to a yearly salary of \$6,000 plus mileage. Councilman Paul Bolesh introduced Resolution #45 of 2022 –

BE IT RESOLVED, that the Northumberland Town Board approves amending the Organizational Meeting Minutes to reflect the addition of the position of Dog Control Officer with a yearly salary of \$6,000.

Councilwoman Patricia Bryant seconded the introduction of Resolution #45 of 2022.

Supervisor Willard Peck – “Aye”
Councilman Paul Bolesh – “Aye”
Councilman John DeLisle – “Aye”
Councilman George Hodgson – “Aye”
Councilwoman Patricia Bryant – “Aye” Resolution #45 of 2022 Adopted

2. Conservation Easement for the Bolesh Farm: Supervisor Peck stated that the Town received a Contract Agreement from Saratoga County which awarded a 2019 Farmland and Open Space Preservation Grant in the amount of \$100,000 to the Town of Northumberland upon Saratoga PLAN completing a bargain sale, plus in-kind donation, to place a perpetual conservation easement over the Bolesh Farm.

Councilman George Hodgson introduced Resolution #46 of 2022 authorizing Supervisor Willard Peck to sign the following Agreement between the County of Saratoga and the Town of Northumberland.

WHEREAS, COUNTY AND TOWN entered into an agreement dated February 15, 2022, whereby pursuant to Resolution 258-2019, this Board awarded a 2019 Farmland Open Space Preservation Grant in the amount of \$100,000 to the Town of Northumberland upon Saratoga PLAN completing a bargain sale, plus-in-kind donation, of an estimated price of \$4,000 per acre for the purchase of the development rights of a 50.9 acre farm in order to place a perpetual conservation easement over the Bolesh Farm (Tax Parcel #s 103.-2-22.1; 103.-2-22.2; 103.-2-22.3) with a total estimated project cost of \$261,107. The balance of the project costs to be paid by a combination of contributions and in-kind donations from the landowner, Saratoga PLAN and/or the Town; and

WHEREAS, it is necessary to amend said contract as the appraised value of the development rights for Bolesh Farm are lower than expected creating a cost savings, resulting in the actual total project costs of \$218,010; and

**Town of Northumberland
Town Board Meeting
May 12, 2022**

WHEREAS, the actual total project cost is greater than the 10% adjustment maximum, thereby requiring the amendment to Resolution 258-2019

WHEREAS, both TOWN and COUNTY desire to amend the Agreement dated February 15, 2022 accordingly:

NOW, THEREFORE, the parties agree as follows:

1. To the Town of Northumberland, a sum not to exceed \$100,000, upon Saratoga PLAN completing a bargain sale, plus in-kind donations, of an estimated price of \$4,283 per acre for the purchase of the development rights of a 50.9-acre farm in order to place a perpetual conservation easement over the Bolesh Farm (Tax Parcel #s 103.-2-22.1; 103.-2-22.2; 103.-2-22.3). Total project cost is estimated at \$218,010. The balance of the project costs is to be paid by a combination of contributions and in-kind donations from the landowner, Saratoga PLAN and/or the Town; and be it further

AGREED, that the forgoing grant amounts may be adjusted by the Trails and Open Space Committee by up to 10% over the total grant amount provided the requirements of each grant are satisfied and sufficient grant monies are available; and it is further

AGREED, that the Trails and Open Space Committee may place such further conditions and requirement on said grants as it deems necessary and advisable to fulfill the intent and purpose of the Farmland Protection and Open Space Preservation Program; and it is further

2. All other terms of said Agreement dated February 15, 2022, and any amendments thereto not inconsistent with the provisions of this Amendment shall remain in full force and effect.

Councilman John DeLisle seconded the introduction of Resolution # 46 of 2022.

Supervisor Willard Peck – “Aye”

Councilman Paul Bolesh – “Abstain”

Councilman John DeLisle – “Aye”

Councilman George Hodgson – “Aye”

Councilwoman Patricia Bryant – “Aye”

Resolution #46 of 2022 Adopted

3. Youth Service Project Agreement Minor Contract: Supervisor Peck reported that the Town of Northumberland received a Contract for the 2022 Summer Youth Program.

**Town of Northumberland
Town Board Meeting
May 12, 2022**

Councilwoman Patricia Bryant introduced Resolution #47 of 2022 authorizing Supervisor Willard Peck to sign the following Contract between the County of Saratoga and the Town of Northumberland

COUNTY OF SARATOGA, a municipal corporation of the State of New York, with offices at 40 McMaster Street, Ballston Spa, Ny 12020, (COUNTY)

-and-

Town of Northumberland, a municipal corporation of the State of New York, with offices at P.O. Box 128, Gansevoort, NY 12831 (MUNICIPALITY)

RECITALS

- A. The MUNICIPALITY conducts a supervised program for area youth.
- B. The MUNICIPALITY and the COUNTY wish to operate a youth development program project.
- C. All references herein to "OCFS" shall be read to mean the New York State Office of Children and Family Services.
- D. The County is eligible for possible OCFS reimbursement for sponsoring such projects.

NOW THEREFORE, the parties agree that:

- 1. The COUNTY will sponsor the MUNICIPALITY'S youth service project and pay the MUNICIPALITY a sum not to exceed \$1,000.00. The actual payment by the County to the Agency is contingent upon the final approval of state aid.
- 2. The MUNICIPALITY agrees to operate a youth service project from January 1, 2022 – December 31, 2022, as outlined in its COUNTY approved "Individual Program Application" for the Youth Services Program, at a cost not to exceed "OCFS Funds requested" \$1,000.00. The terms and conditions of such application are expressly incorporated herein.
- 3. The COUNTY'S payment is a reimbursement and conditioned upon the MUNICIPALITY'S timely submission of reports, vouchers, time sheets and/or other documents required by the COUNTY, OCFS or the Comptroller.

**Town of Northumberland
Town Board Meeting
May 12, 2022**

4. The MUNICIPALITY shall pay the COUNTY'S non-reimbursement costs for its sponsorship of the MUNICIPALITY'S program.
5. The MUNICIPALITY agrees to submit an annual program report to the COUNTY. MUNICIPALITY delays may result in nonpayment of its vouchers. The MUNICIPALITY will maintain separate and complete fiscal accounts, records and reports for the program and turn them over to the COUNTY upon demand and/or at the conclusion of the program. MUNICIPALITY also agrees to allow OCFS, or its representatives, to take possession of all books, records and documents relating to this program.
6. The MUNICIPALITY agrees to maintain its program accounts for the program in accordance with generally accepted accounting principles.
7. The MUNICIPALITY hereby authorizes the COUNTY, the local Department of Aging and Youth, the local youth boards, and OCFS or their authorized representatives, to make fiscal audits of MUNICIPALITY accounts relating to the program, review program activity, examine and copy all records and reports for the program.
8. The MUNICIPALITY agrees to operate its program in compliance with all applicable laws, rules, and regulations, including the State Youth Commission Act.
9. The MUNICIPALITY agrees that no person shall, on the grounds of race, color, religion, sex, or national origin be excluded from participation in, be denied the benefits of or be subjected to discrimination under any MUNICIPALITY program or activity by the MUNICIPALITY. The MUNICIPALITY will abide by and comply with all state and federal laws concerning discrimination and equal opportunity.
10. The COUNTY'S Department of Aging and Youth is also responsible for the fiscal accountability, monitoring, and evaluation of the project. The COUNTY is hereby authorized to monitor each program including but not limited to, actual program activity and the preparation of progress reports and evaluations. The MUNICIPALITY shall be responsible for self-monitoring required by the COUNTY.
11. MUNICIPALITY shall, at all times, indemnify and save harmless the COUNTY from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, caused in whole or in part, directly or indirectly, by the acts or omissions of the MUNICIPALITY, any person, employed by the MUNICIPALITY, its contractors, subcontractors, materialmen, or any person directly or indirectly employed by them or otherwise

**Town of Northumberland
Town Board Meeting
May 12, 2022**

impair, other rights or obligations of indemnity which exist in law, or in equity, for the benefit of the county.

12. MUNICIPALITY shall provide the COUNTY with proof of general liability insurance issued by a company authorized by license to do business in the State of New York. The policy's minimum coverages shall be \$1,000,000/per occurrence and \$2,000,000 in the aggregate and shall be subject to the approval of the County attorney. The insurance certificate provided by MUNICIPALITY must also name the COUNTY OF SARATOGA, 40 McMaster Street, Ballston Spa, NY 12020 as additional insured and the MUNICIPALITY shall provide the COUNTY with proof of such additional insured status in the form of an Additional Insured Endorsement Rider or other proof acceptable to COUNTY. The COUNTY reserves the right to reject any coverage not in conformance with these requirements. MUNICIPALITY'S certificate(s) of insurance must bear a notation evidencing proof of payment of premiums thereon or be accompanied by other evidence of such payment satisfactory to COUNTY.
13. In the event any policy furnished or carried pursuant to this agreement is scheduled to expire on a date prior to the expiration of the term of this agreement, MUNICIPALITY shall deliver to the COUNTY a certificate or certificates of insurance evidencing the renewal of such policy or policies not less than 15 days prior to such expiration date, and the MUNICIPALITY shall promptly pay or cause to be paid all premiums due thereon.
14. In the event MUNICIPALITY receives notice of cancellation of said insurance, MUNICIPALITY shall immediately provide the COUNTY with written notice of such cancellation by no later than the next business day of the COUNTY. Such written notice must be either personally delivered to the Saratoga County Attorney's Office at 40 McMaster Street, Ballston Spa, New York during normal business hours or faxed to the Saratoga County Attorney at (518) 884-4720. MUNICIPALITY shall provide the COUNTY with proof of replacement general liability insurance coverage satisfying the requirements set forth herein within two (2) COUNTY business days of the MUNICIPALITY'S receipt of said notice of cancellation of MUNICIPALITY'S insurance.
15. Any failure by the MUNICIPALITY to comply with the insurance requirements of this agreement in a timely manner shall constitute a breach of this agreement, and the COUNTY may, as its option, terminate this agreement upon written notice to the MUNICIPALITY.
16. The above insurance is not, and shall not be construed as, a limitation upon MUNICIPALITY'S obligation to indemnify the COUNTY.

**Town of Northumberland
Town Board Meeting
May 12, 2022**

17. This Agreement shall be void and of no effect unless throughout the term of this Agreement MUNICIPALITY, in compliance with the provisions of the Workers' Compensation Law, shall secure compensation for the benefit of and keep insured during the life of this Agreement such employees as are required to be insured according to law. Proof of such Workers' Compensation Insurance shall be provided to COUNTY.
18. MUNICIPALITY personnel will operate the youth development program project.
19. The MUNICIPALITY agrees to record the specific client information requested by the COUNTY.
20. If the project is ended before December 31, 2022, the MUNICIPALITY will:
 - a. Incur no further obligation beyond the termination date.
 - b. Within 30 days, submit full report of receipts and expenditures of funds and program activities, accomplishments, and obstacles encountered relating to this agreement.
21. The COUNTY may terminate this agreement upon 30 days written notice to the MUNICIPALITY. Notice shall be sent by ordinary mail or certified mail return receipt requested addressed to the MUNICIPALITY at the above address or any other address as the MUNICIPALITY shall specify in writing.
22. The MUNICIPALITY acknowledges and agrees that, in the event of program termination, any equipment purchased with OCFS funds pursuant to this agreement shall revert to and be turned over by MUNICIPALITY to the COUNTY.
23. The MUNICIPALITY is prohibited from assigning or transferring any interest herein without prior COUNTY approval.
24. Notwithstanding any other provision hereof, the MUNICIPALITY'S relationship to the COUNTY shall be that of an independent contractor. MUNICIPALITY is not a COUNTY agent or employee and shall not so represent itself to any third party. MUNICIPALITY employees are not entitled to any COUNTY benefits.

Town of Northumberland
Town Board Meeting
May 12, 2022

25. The MUNICIPALITY agrees that no funds received pursuant to this agreement will be used for sectarian purposes or to further the advancement of any religion.
26. The MUNICIPALITY agrees that if it is, or deemed to be a religious or denominational institution or organization, or an organization operated for a religious purpose which is supervised or controlled by or in connection with a religious or denominational institution or organization, in providing services hereunder, it will:
 - a. Not discriminate against any employee or applicant for employment on the basis of religion and will not limit or give preference in employment to persons on the basis of religion;
 - b. Not discriminate against any youth seeking to participate or participating in any program or activity of this agreement and will not limit the programs and activities or give preference to persons on the basis of religion.
 - c. Provide no religious instruction or counseling. Conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of services or the use of facilities or furnishings funded in whole or in part under any agreement with OCFS.
27. The MUNICIPALITY shall ensure that the grounds, structure, building, and furnishings at the program site are maintained in good repair, free from any danger to health and safety and comply with all applicable laws, codes, rules and regulations.
28. Funding for this agreement is contingent upon re-appropriation of such funds to OCFS for operation of programs designed to prevent juvenile delinquency and promote youth development. If funds are not re-appropriated for this purpose, or if the full amount anticipated by OCFS and/or the COUNTY is not available, then this agreement may be terminated or amount payable to the MUNICIPALITY reduced at the discretion of OCFS and/or the COUNTY.
29. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted and, it through mistake or otherwise, such provision is not inserted, then upon the application of either party, this agreement shall be amended forthwith to make such insertion.
30. The law of the State of New York shall govern all questions concerning the construction, validity and interpretation of this Agreement and performance of the

**Town of Northumberland
Town Board Meeting
May 12, 2022**

obligations imposed by this Agreement. Venue of any legal action shall be Saratoga County, New York, and action must be commenced in the Saratoga County Court.

31. This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing signed by both parties.
32. In the event that any provision of this Agreement shall be determined by a Court of Law to be illegal and/or unenforceable, the Agreement, to the extent the Courts have determined practical, shall continue in full force and effect between the parties as if the said illegal or unenforceable provision were not contained a part thereof.
32. This Agreement constitutes the entire agreement among the parties regarding the subject matter hereof, and superseded all prior agreements (written or oral) which may have related to the subject matter hereof.

IN WITNESS WHEREOF, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

Councilman Paul Bolesh seconded the introduction of Resolution #47 of 2022.

Supervisor Willard Peck – “Aye”

Councilman Paul Bolesh – “Aye”

Councilman John DeLisle – “Aye”

Councilman George Hodgson – “Aye”

Councilwoman Patricia Bryant – “Aye” Resolution #47 of 2022 Adopted

4. Hudson Crossing Agreement: The Town of Northumberland received the First Amendment to Management Agreement between the Town of Northumberland and Hudson Crossing Park.

Councilman George Hodgson introduced Resolution #48 of 2022 authorizing Supervisor Willard Peck to sign on behalf of the Town of Northumberland the following

THE TOWN OF NORTHUMBERLAND, NEW YORK, a New York municipal corporation, having its principal office at 17 Catherine Street, Gansevoort, New York, hereinafter designated TOWN and **HUDSON CROSSING PARK, INC.**, (hereinafter known as HCP) with offices at 12 Spring Street, P.O. Box 144, Schuylerville, New York 12871. HCP and TOWN are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

**Town of Northumberland
Town Board Meeting
May 12, 2022**

RECITALS

WHEREAS, the Parties entered into a Management Agreement dated July 13, 2017 regarding the management of the Hudson Crossing Park (the “Agreement”); and

WHEREAS, the Agreement provided for a five-year term from the date of execution of the Agreement with the option, upon mutual agreement of the Parties, to extend for two additional five-year terms; and

WHEREAS, the Parties are desirous of extending the term of the Agreement and continuing the relationship;

NOW, THEREFORE, the Parties do hereby agree as follows:

1. The Parties exercise the option to renew for a five-year term, leaving one five-year term remaining under the Agreement. The Agreement, as amended, will now expire on July 12, 2027.
2. The remaining terms and provisions of the Agreement remain unchanged and are not modified by the First Amendment.

Councilman John DeLisle seconded the introduction of Resolution # 48 of 2022.

Supervisor Willard Peck – “Aye”

Councilman Paul Bolesh – “Aye”

Councilman John DeLisle – “Aye”

Councilman George Hodgson – “Aye”

Councilwoman Patricia Bryant – “Aye”

Resolution #48 of 2022 Adopted

5. Pole Barn: Supervisor Willard Peck stated that Highway Supt Richard Coffinger would like a pole barn installed near the Highway Garage for inside storage for machine equipment. Supervisor Willard Peck stated that funds from the ARPA Coronavirus Local Fiscal Recovery Funds can be used to pay for it. The Town has already received \$260,306.91 in the summer of 2021 and are scheduled to receive the same amount this summer. Highway Supt Richard Coffinger has met with Charlie Baker, Engineer with Environmental Design Partnership, to go over ideas for the proposed project. Once Mr. Baker has come up with the Design Plan, Highway Supt Coffinger will come back to the Town Board for their review and approval before it goes out to bid.

**Town of Northumberland
Town Board Meeting
May 12, 2022**

OLD BUSINESS

1. Transfer Station: Councilman George Hodgson asked Highway Supt Coffinger when can we expect work to be done at the Transfer Station. Councilman Hodgson stated that the Bulk Metal and Roll Off areas need to be addressed. Landfill Caretaker Claude Himelrick had drawn up a layout for these areas. Highway Supt Coffinger stated that his men will address the Transfer Station in the fall after paving has been completed.

2. Solar Array Moratorium: Town Clerk Murphy stated that she sent contact information to both Supervisor Peck and Town Attorney Brennan regarding Ethan Winter, Northeast Solar Specialist with American Farmland Trust. Supervisor Peck stated that he will reach out to Mr. Winter. Supervisor Peck stated that he will work with Town Attorney Brennan to come up with some language regarding placing of Solar Arrays for the Town Board's review. Councilman George Hodgson and Councilman John DeLisle stated that they will reach out to some local Planning Groups to give some ideas and cost figures to update the Town's Comprehensive Plan. Both Councilman stated they will keep the Town Board informed.

APPOINTMENTS

1. Board of Assessment Review: Eric Avery's term expires 09/30/2022
2. Planning Board: James Heber's term expires 09/30/2022

DESIGNATIONS

1. Approval of Vouchers: Councilman John DeLisle introduced Resolution # 49 of 2022

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

A (General Fund) Vouchers # 106 - # 128 Total: \$ 29,352.80
DA (Highway Fund) Vouchers # 132 - # 156 Total: \$ 100,783.35
SS (Sewer Fund) Voucher # 16 - #17 Total: \$ 5,468.47

Councilman George Hodgson seconded the introduction of Resolution # 49 of 2022

Supervisor Willard Peck – "Aye"

Councilman John DeLisle – "Aye"

Councilman Paul Bolesh – "Aye"

Councilman George Hodgson – "Aye"

Councilwoman Patricia Bryant – "Aye"

Resolution # 49 of 2022 Adopted

**Town of Northumberland
Town Board Meeting
May 12, 2022**

ADJOURNMENT

Councilman Paul Bolesh made a motion to adjourn the Regular Monthly Meeting @ 9:10 AM.
Councilwoman Patricia Bryant seconded the motion. All in favor, motion carried.

Respectfully submitted,

Denise Murphy
Town Clerk