

**Town of Northumberland  
Town Board Meeting  
December 12, 2024**

Supervisor Willard Peck called the Regular Monthly Meeting to order @ 8:00 AM. Following the salute of 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 Building and Zoning Administrator Michael Terry.

**PUBLIC PARTICIPATION**

There were no comments from the public.

**APPROVAL OF MINUTES**

1, Councilman John DeLisle made a motion to approve the minutes of the November 7, 2024 Public Hearing on the proposed 2025 Town Budget. Councilman Paul Bolesh seconded the motion. All in favor, motion carried.

2. Councilman Paul Bolesh made a motion to approve the minutes of the November 7, 2024 Regular Monthly Meeting. Councilman John DeLisle seconded the motion. All in favor, motion carried.

**CORRESPONDENCE**

1. Dog Control Officer: Edward Cross, Dog Control Officer submitted his report for November 2024. Mr. Cross answered five (5) Complaints; issued five (5) Warnings; issued three (3) Summons and had one (1) bite case.

2. The Town received an email from Andrew Scullin regarding Bacon Hill Safety Concerns. Mr. Scullin wrote expressing concern with the rampant speeding that happens through Bacon Hill on a constant basis. The Scullin family live on Route 32N, between Grange Hall Road and West River Road and Stonebridge Rd, right where King Road meets Route 32N. The speed limit is 40 MPH, but cars consistently travel at 60MPH or higher, all day, every day. Cars come up the hill, heading north, on Route 32N where they may be met with a vehicle crossing Route 32N or from Grange Hall Road and not having time to stop. That scenario has been the cause of 4 of the accidents that have happened within the last three years. Also, cars that have already decided that they are merging from Route 32N on to King, without regard for the traffic heading south has been the cause of a few accidents as well. Mr. Scullin suggests that additional signage is needed an increase of police presence would help. Supervisor Peck asked the Town Clerk to draft a letter to Michael Fenley with the New York State Department of Transportation, Saratoga County Public Works and Saratoga County Sheriff Department outlining the continuous concerns from local residences directed at Bacon Hill Safety Concerns.

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3. Bacon Hill Bonanza Road Race: The Northumberland Town Board received a letter from Jennifer Thomas and the Bacon Hill Bonanza Race Committee requesting permission to host the Bacon Hill Bonanza Road Race on Saturday, April 26, 2025. The race will start at 9:30 AM and the 5 K and 10K Races will start at 10:00 AM and be finished by Noon. Jennifer Thomas stated that once again they would like to request permission to close Stonebridge Road to traffic that day from 9:00 AM until 12 Noon. Mrs. Thomas stated that a Safety Plan will be submitted to the Town for this event. Councilman Paul Bolesh made a motion supporting the Bacon Hill Bonanza Race on Saturday, April 26, 2025, and to close a portion of Stonebridge Road to traffic on April 26, 2025, from 9:00 AM – 12 Noon. The Bacon Hill Bonanza Race Committee will submit a Safety Plan to the Building inspector prior to the event. Councilwoman Patricia Bryant seconded the motion. All in favor, motion carried.

**NEW BUSINESS**

1. End of the Year Meeting: Councilman John DeLisle made a motion to hold the End of the Year Meeting on Tuesday, December 31, 2024 @ 8:00 AM. Councilman Paul Bolesh seconded the motion. All in favor, motion carried.

2. Organizational Meeting: Councilman George Hodgson made a motion to hold the Organizational Meeting on January 9, 2025 @ 8:00 AM to be followed by the Regular Monthly Meeting. Councilman John DeLisle seconded the motion. All in favor, motion carried.

3. Cannabis: Supervisor Willard Peck stated that he would like the Town Board to think about oversight of Cannabis production in the Town of Northumberland. Supervisor Peck stated that the Town Board passed a Resolution earlier to not allow Cannabis Dispensaries in the Town of Northumberland. Supervisor Peck stated that previously the Town Board was viewing the growing of cannabis as a crop. Supervisor Peck stated that with all the problems up in a neighboring Town with the smell and disruption to neighbors, the Town Board needs to study this further. The Building Inspector has already received some calls regarding growing cannabis. Town Attorney Brennan stated that he will investigate how other towns have addressed this issue.

4. Saratoga County Animal Shelter: Supervisor Peck stated that the Town of Northumberland needs to enter into an Agreement with Saratoga County regarding the Animal Shelter. Councilman George Hodgson introduced Resolution # 61 of 2024 –

**WHEREAS**, the County of Saratoga has the obligation to maintain a municipal animal shelter and to seize and ensure the proper disposition of animals pursuant to Articles 7 and 26 of the New York State Agriculture and Markets Law, and to assure that the animals are properly sheltered, fed and watered pursuant to the regulations promulgated by the New York State Department of Agriculture and Markets contained at 1 NYCRR Part 77, (hereinafter, “Law”), and the Municipality desires to obtain the services of the County of

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Saratoga to perform such services as required by Article 7 of the Law for the redemption periods and subsequent legal dispositions specified therein, and as otherwise set forth in this Agreement; and

**WHEREAS**, the Shelter maintains a shelter for dogs, cats and other small, domesticated companion animals (individually, an “Animal” or collectively, “Animals”) and is desirous of entering into this Agreement to shelter and provide services to Animals brought to it from Animal Control and/or Dog Control Officers, and/or police officers of the Municipality (hereinafter collectively referred to as “Officers”);

**NOW THEREFORE, IT IS AGREED** between the parties hereto that the Shelter will operate and maintain a municipal shelter in accordance with the Law will make itself accessible daily to the Municipality for the acceptance of dogs, stray cats or other small, domesticated companion Animals lawfully seized by Officers of the Municipality as follows:

**I. UNLICENSED, STRAY/AT LARGE ANIMALS**

a. Seizure and intake

- i. The seizing Officer will examine the seized Animal for all forms of identification, including but not limited to, tags, microchips, tattoos, or licenses, in accordance with §380(2) of the Law.
- ii. The seizing Officer will make every reasonable attempt to return licensed dogs to their owners from the field, pursuant to §117(1-a) of the Law.
- iii. It shall be the responsibility of the seizing Officer to notify any owner of an Animal that has been seized, the location of impoundment, and how many days they have to redeem the Animal. The seizing Officer will notify the Shelter of the method of notification and the date on which notification was given or served pursuant to the Law.
- iv. The Municipality agrees, pursuant to NYCRR Part 77.2, that all seized Animals suffering from critical illness or injury will be stabilized by a licensed veterinarian before being brought to the Shelter, and that no such Animal shall be euthanized unless and until a certification that the Animal is unfit for any use is issued by a licensed veterinarian pursuant to §374 of the Law.

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- v. The Municipality agrees that any unclaimed deceased Animal brought to the Shelter will be properly prepared for storage, labeled, and securely stored in the provided cooler.
- vi. Shelter staff will provide mutual aid in the entry process for Animals delivered to the Shelter pursuant to this Agreement only during the Shelter's regular public business hours, which are Monday through Saturday (excluding holidays) from 10 A.M to 4P.M.

Officers of the Municipality will be given twenty-four (24) hour access to a designated secure portion of the Shelter's premises for the limited purpose of bringing Animals to the Shelter's overnight kennels when the Shelter is closed, and in accordance with the terms of this Agreement.

**b. Redemption Periods**

- i. In accordance with the Law, the redemption period for Animals seized under §117 of the Law, shall be five (5) days, with the following exceptions:

1. The redemption period for stray or at-large

dogs bearing a municipal identification tag ("identified") at the time of seizure shall be seven (7) days if the owner is notified directly and nine (9) days if notification is by registered mail.

2. The redemption period of any unidentified (not bearing a municipal identification tag at the time of seizure) stray or at-large Animal , that is also subject to rabies confinement pursuant to Public Health Law, Article 21, 4, Section 2140.7, and requested to be housed at the Shelter for the ten (10) day quarantine period provided by law, shall be Title extended at the request of the Municipality, provided that the Animal's owner has identified and has either: (1) produced a valid municipal license for the Animal; or (2)

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licensed the Animal within the five (5) day redemption period provided by § 117 of the Law for unidentified Animals. In no event shall the extension of the redemption period exceed twelve (12) days from the date of the human bite incident which gave rise to the quarantine. The Municipality shall bear all per diem expenses for such an extension beyond the statutory redemption period so extended.

3. When the last day of the redemption period falls on a day that the shelter is closed, the redemption period shall be extended until the end of the following business day.
  - ii. The first day of the redemption period for Animals seized as unlicensed or stray/at-large begins at 12:00 am on the day after the Animal is seized.
  - iii. Redemption periods for Animals not seized under § 117, i.e. abandonment or incarceration of owner, will be managed on a case-by-case basis in accordance with the law.
- c. Disposition
  - i. Upon expiration of the redemption period, the Shelter has sole discretion to make the Animal available for adoption, transfer, or to humanely euthanize the Animal, as provided for in the Law and accompanying rules and regulations promulgated by the New York State Department of Agriculture and Markets.

**II. EXCLUSIONS**

- a. The Shelter provided rabies quarantine only for animals that have potentially exposed a human to rabies, not for animals that have potentially exposed another animal, unless mandated by law.
- b. The Shelter shall not be required to shelter any Animal beyond its capacity for humane care and retains sole discretion to deny admittance of any Animal for any reason should the Shelter not have adequate kennel space, during contagious disease outbreaks, and any other tome admitting a seized Animal presents an undue risk to the safety of other sheltered Animals or Shelter staff.

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- c. The Shelter shall not accept from the Municipality any deceased wildlife/roadkill such as deer, fox, skunk, and opossum for cremation at the Shelter unless there is suspected concern of rabies, which must be supported by appropriate documentation of symptoms and behavior observed, and the prior approval of Saratoga County Public Health Services to test the deceased animal for rabies has been obtained.
- d. The Shelter staff shall not respond to emergency or rabies-related incidents when the Municipality's Officer is unavailable.
- e. The Municipality acknowledges its sole responsibility for securing and funding alternate housing in the event the Shelter must refuse to accept a seized Animal, or when the Shelter requires that an Animal creating undue risk be removed from the Shelter by the Municipality. The Shelter agrees to notify the Municipality as soon as is commercially reasonable in the event of space constraints or disease outbreak that necessitates halting the intake of Animals.
- f. The Shelter is not responsible for providing medical care to critically injured Animals seized under §117 of the Law, other than the prophylactic care necessary for safe sheltering. If the Animal is critically injured, the Municipality shall seek stabilizing veterinarian care before transferring control of the Animal to the Shelter.
- g. The Shelter expressly reserves the right to euthanize any Animal during its redemption period should the Shelter, in its sole discretion, deem euthanasia legally allowable under §374 of the Law.
- h. The Shelter expressly reserves the right to refuse to perform any euthanasia on any Animal for any reason, in the Shelter's sole discretion.

**III. RECORD KEEPING**

- a. The Shelter shall provide a seizure and disposition form, either electronically or in triplicate, that meets the requirements of the Commissioner of Agriculture & Markets, and that intake form shall be completed by the Officer that has seized the Animal at the time the Animal is seized, and before it is deposited at the Shelter for sheltering.
- b. The Officer of the Municipality shall maintain a copy of the seizure and disposition form and shall ensure copies are provided, either electronically or in hard copy, to the Shelter at the time of seizure.
- c. The Municipality shall return all completed intake forms to the Shelter for its records, including those of Animals not redeemed by an owner. Animals that are not redeemed by an owner and are transferred to the Shelter under this Agreement shall have a disposition of "transferred" on the completed intake form.
- d. The Municipality shall maintain the seizure and disposition log, as required by Law, and make such log available for inspection by the Shelter upon request for the purpose of reconciling records.

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- e. The Shelter shall provide the Municipality with a monthly report Officer report detailing each stray and seized dog delivered to the Shelter from the Municipality. The Shelter shall also provide the Municipality with a monthly report of all cats delivered to the Shelter by Municipality's Officers. The Municipality shall have thirty (30) days from the receipt of each monthly report submitted by the Shelter to dispute any entry in the report by notifying the Shelter's Director, in writing, of any disputed entry or entries.
- f. Representatives or inspectors from the New York State Department of Agriculture and Markets shall have the right at all reasonable times during the term of the Agreement and any renewal to enter the premises for the purpose of verifying the seizure and disposition log, as required by Law.

**IV. FEES PAYABLE TO THE SHELTER**

a. Intake Fees

- i. At the time of intake, the Municipality shall incur an intake fee of \$40.00 per dog, \$20.00 per cat, \$20.00 per puppy or kitten, and \$10.00 per other small, domesticated companion Animal admitted to the Shelter for sheltering as stray, at-large, or unlicensed.

ii. Fees for Group Cremation Services by Weight

- 1. 0-25 lbs.: \$15.00
- 2. 26-50 lbs. \$20.00
- 3. 51-75 lbs. \$30.00
- 4. 76-100 lbs. \$35.00
- 5. Over 100 lbs. \$40.00

- b. All fees for services and sheltering rendered under this Agreement shall be paid to Shelter on a ninety (90) day basis. Shelter shall invoice the Municipality quarterly and invoices shall be paid within thirty (30) days of receipt.

**V. MISCELLANEOUS PROVISIONS**

a. Notice

- i. Any notice required or otherwise given pursuant to this Agreement shall be in writing and either delivered or mailed, as follows

To Municipality:

Town of Northumberland  
PO Box 128  
Gansevoort, NY 12831

To Shelter:

Saratoga County Animal Shelter  
6010 County farm Road  
Ballston Spa, NY 12020

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With a copy to :

Saratoga County Attorney's Office  
40 McMaster Street  
Ballston Spa, NY 12020

- ii. Each party to this Agreement shall immediately notify the other in writing of any such change of mailing address for the purpose of receiving any such notice and failure to do so shall operate as a waiver of any defense based upon said party's last reported address.

b. Effective Date and Renewal

- i. This Agreement shall become effective on January 1, 2025, and shall terminate on December 31, 2025, unless either Party, terminates the Agreement in writing to the other Party, such termination not to be Effective until ninety (90) days from receipt of the writing.

c. Governing Law and Venue

- i. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New York. Any dispute over this agreement shall be venued in a Court of competent jurisdiction located in the County of Saratoga, New York

d. Indemnification

- i. The parties have agreed to allocate risk as hereinafter set forth. To the fullest extent permitted by law, the Municipality shall defend, indemnify and hold Shelter, its officers, agents, volunteers and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Municipality, its officers, agents, or employees.
- ii. To the fullest extent permitted by law, Shelter shall defend, indemnify and hold the Municipality, its board, trustees, councilmembers, officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are



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caused by or result from the negligent or intentional acts or omissions of Shelter, its officers, agents, or employees.

f. Other Agreements Permitted

i. The Municipality acknowledges and agrees that in addition to the animal welfare programs that Shelter performs in fulfillment of its charitable mission, the Shelter performs sheltering and other animal care services for other municipal corporations pursuant to agreements with other such municipal corporations. Nothing in this Agreement shall be construed to grant any right of exclusivity to the Municipality in terms of shelter services or Animal care and shall not act as a prohibition or restriction upon the Shelter from entering into sheltering agreement with other municipal corporations.

g. Entire Agreement

i. This Agreement shall constitute the entire agreement between the parties hereto. Any prior agreement, understanding or representation of any kind, written or oral, preceding the date of the execution of this Agreement is hereby superseded. This Agreement may be modified only in writing executed by both Parties.

Councilwoman Patricia Bryant seconded the introduction of Resolution # 61 of 2024.

Supervisor Willard Peck – “Aye”  
Councilman Paul Bolesh – “Aye”  
Councilman John DeLisle – “Aye”  
Councilman George Hodgson – “Aye”  
Councilwoman Patricia Bryant – “Aye”      Resolution # 61 Adopted

**OLD BUSINESS**

1. PUDD Request from Tricity Associates LLC (157.-1-9.23) and Tricity Systems (157.-1-9.221) on Route 4N. Michael Bouchard, Project Assistant and Anthony Vaccarielli, owner, were present to discuss apartments on Route 4N. They attended the Planning Board Meeting and were hoping to receive some feedback from the Town Board before investing money into the plans of the project. They are hoping for apartments on this site of up to two hundred units. Currently our Zoning allows for a maximum of 35’ high or three stories and 25 acres for a mixed use PUDD. Mr. Bouchard stated the site is a little over 6 acres. Mr. Vaccarielli stated that he has discussed hooking the water and sewer into the Village of Schuylerville/Victory. Mr. Vaccarielli also stated that he is looking into both a Sewer and Water Package System. It was the consensus of the Town Board Members that

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they would rather see Municipal Water and Septic for this site. Some of the other concerns are they do not want to exceed the 35' height limit, they wanted to see how the units and parking match up. The Town Board was concerned with overall density and the added traffic in the Hamlet of Northumberland. Town Attorney David Brennan, again, went over the process for a PUDD Mr. Bouchard and Mr. Vaccarielli stated that they will come up with a Sketch Plan for the Town Board's review.

2. Stonebridge Farm PUDD: Anthony and Abby Melfi came before the Town Board regarding the PUDD on their farm located off Stonebridge Road. Currently they have added services that are not addressed in their PUDD. Supervisor Peck stated that one of the major concerns is farm employees living in Travel Trailers on site. Supervisor Peck stated that it is spelled out in our Zoning. Temporary housing can only be for 35 consecutive days or 45 days per year. The housing must be permanent, such as a mobile home on an Agricultural Use business. Once the Agricultural Use is no longer, the mobile home must be removed. Mr. Melfi stated that he will investigate replacing the temporary travel trailers with mobile homes. Mr. Melfi stated that they chose the travel trailers since they are high end and provide a nicer view. Supervisor Peck asked about the Spa. Mr. Melfi explained what is involved with the Spa. Currently there is only one (1) employee working at the Spa. During peek racing season and/or special event on the farm then they would see more employees. Mr. Melfi stated he estimates 5 – 10 clients a day. Mr. Melfi stated that he does not hold a lot of events on their site. Mr. Melfi stated that both his wife and himself decide what events will be held. Mr. Melfi stated that he will put together a plan to bring his PUDD in compliance with the town. The Town Board thanked Mr. and Mrs. Melfi for coming in today.

**DESIGNATIONS**

1. Approval of Vouchers: Councilman John DeLisle introduced Resolution # 62 of 2024

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

A (General Fund) Vouchers # 332 - # 356 Total: \$ 22,515.08  
DA (Highway Fund) Vouchers # 331 - # 358 Total: \$ 29,785.70  
SS (Sewer Fund) Vouchers # 13 Total: \$ 22.27  
TA (Trust & Agency) Voucher #14 - # 16: \$ 264.00

Councilman Paul Bolesh seconded the introduction of Resolution # 62 of 2024.

Supervisor Willard Peck – “Aye”  
Councilman Paul Bolesh – “Aye”  
Councilman John DeLisle – “Aye”  
Councilman George Hodgson – “Aye”  
Councilwoman Patricia Bryant – “Aye”      Resolution # 61 Adopted

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**ADJOURNMENT**

Councilman Paul Bolesh made a motion to adjourn the Regular Monthly Meeting @ 9:51 AM.  
Councilman John DeLisle seconded the motion. All in favor, motion carried.

Respectfully submitted,

Denise Murphy  
Town Clerk