Town of Starkey
Regular Meeting
October 10, 2024

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| Council Members Present: | George Lawson, Supervisor | John Socha, Councilperson |
| | Caryl Sutterby, Councilperson | Jeremy Hall, Councilperson |
| | Julie Dunkelberger, Councilperson | |
| Council Members Absent: NONE | | |
| Recording Secretary: | Candace Iszard, Town Clerk | |
| In-Person Attendees: | Ralph Warren, Highway Superintendent | Robert Druker, III, Resident |
| | Arthur Rizzino, Midway Trucking | William Lawson, ZBA Chair |
| | Suzanne Patterson, Resident | Robert Cooke, Resident |
| | Annette Rizzino, Resident | Helen Lawson, Resident |
| | Michelle Gray-Everetts, Resident | Crystal Dean, Resident |
| | Steve Dean, Village of Dundee Public Works | Helen Axtell, Resident |
| | Dick Axtell, Resident | Nick Dillon, Resident |
| | Ray Carruthers, Resident | Bonnie Anderson, Resident |
| | Tim Anderson, Resident | Evan Dillon, Resident |
| | Joseph Pollack, Resident | Scott Slavick, Resident |
| | Terri Grady, Assessor's Aide/Resident | |
| Zoom Attendees: | Kate Cronin, Property Owner | Diane ?? |
| | Donna & Jose Medeiros, Property Owner | Jaimi Shoemaker, Resident |
| | Wil Nieves, New Leaf Energy | Steven Fulkerson, Planning Board |

The regular Town of Starkey Board meeting was called to order at 7:00 PM by George Lawson, Supervisor.
**Pledge of Allegiance**- George Lawson led the pledge of allegiance.

**Approval of Minutes**
Minutes of the September 12, 2024, regular meeting, were approved as written. A motion made by Caryl Sutterby, councilperson, seconded by Julie Dunkelberger, councilperson.
*All in favor; none opposed- Motion carried.

Minutes of the October 2, 2024, workshop, were approved as written. A motion made by Caryl Sutterby, councilperson, seconded by Julie Dunkelberger, councilperson.
*All in favor; none opposed- Motion carried.

**Public Hearing for Proposed Solar Moratorium**

- The advertised public hearing on the Proposed Solar Moratorium was opened at 7:01 PM by George Lawson, Supervisor, for discussion with the residents attending this meeting.

**Public Comment**

A letter was received from New Leaf Energy, a copy of which was presented to the board members, stating that if approved as written, the concern is that the application that is currently on file with the Planning Board would not be able to be reviewed. New Leaf suggests a minor change to the wording in Section 3. D, "….except that reviews of applications submitted by the effective date may be reviewed and approved by the Town…" Wil goes on to state that this is important to show progress with the Article 78 case that is in court regarding the denied project located on the parcel to the northeast of the intersection of Shannon Corners Road and Dundee-Himrod Road. Article 78 was filed with an abundance of caution, and prior to the appeal period expiration, as New Leaf would much rather the other preferred site then continue with the appeal.

Evan Dillon asks, "Are taxes exempt on Solar?" George states that if there is an Agricultural Exemption on the parcel that the solar farm is built on the agriculture exemption would be removed and the parcel would then return to full taxable value. He further states that the Town plans to require a PILOT for all commercial solar projects.

Nick Dillon asks, "Do we have any commercial solar farms? George states that there have been 3 applications, 2 on Malloy property, located on the parcels bordering Dundee-Himrod Rd and Shannon Corners Rd intersection, one of which was approved (northwest of the intersection) and one was denied (northeast of the intersection), and 1 on George Lawson's property which was also approved.

Final

William “Buck” Lawson asks, “Does Yates County benefits from these solar projects?” George states that he believes that Yates County collects taxes on the electricity that is sold from the solar farm.

Suzanne Patterson asks, “Who is the electricity sold to?” George states and Wil confirms that the electricity is sold to NYSEG.

Terri Grady voiced concern, questioning “if solar energy is sold to a New York State contract that the property could then be wholly tax exempt for 15-years.” Wil Nieves states that he is unsure and will follow up with the Assessor’s Office.

**Close Public Hearing for Proposed Solar Moratorium**

- George Lawson made a motion to close the public hearing on the Proposed Solar Moratorium at 7:12 PM, seconded by Caryl Sutterby, councilperson.

***All in favor; none opposed- Motion carried.**

**Public Hearing for Proposed Junkyard Law**

- The advertised public hearing on the Proposed Junkyard Law was opened at 7:13 PM by George Lawson, Supervisor, for discussion with the residents attending this meeting.

**Public Comment**

- Evan Dillon states that the definition of Junk-“…..worn, dismantled …” no matter how unsightly the Town feels these items (parts cars, machinery, scrap piles, etc.) are, the owners are drowning financially, and this proposed local law would roughly effect an estimated 60% of the Township that are out of compliance. “Why change the existing?” George states that the enforcement and permitting would move to the Code Enforcement Officer and the Planning Board for the application. The Town Board currently hears the applications, and the Town Clerk issues the permit. Caryl Sutterby states that the majority of this law is state regulations for property maintenance code. There have also been questions and complaints regarding “junk” accumulation at different parcels in the Township.
- Scott Slavick states that the proposed law will make it impossible to change the oil in your personal car in your driveway. He states that the Town is “strapping people on their own property.”
- Dick Axtell, a self-proclaimed “Classic Car Collector” will purchase a vehicle for restoration, then purchase an additional as a “parts car” for dismantling, his property is not a mess, vehicles are registered and/or insured.
- Nick Dillon asks, “Who is determining value?”
- Rob Druker, III states that the “Mobile Home” sections is “Attacking the old & poor” in the township. He states that there is no value in scraping a mobile home beyond the frame, and the cost of dismantling and disposing of an old trailer is too costly.
- Arthur Rizzino, states that he has had his business at the same location for over 66 years (before zoning), the items he has are worth money, and have value. “I am not going to change anything, and the Town can’t make me! I have been in court about this and won before.” George asks, “why not sell if it is worth money, hire someone to collect the scrap metal and junk cars.”
- Michelle Gray- Everetts asks “would a privacy fence be an acceptable comprise for those who don’t want to dispose of items?”
- Steven Fulkerson states, the applicant “New Leaf Energy” was well aware of the moratorium, and our application deadlines and were late to apply. If the intent was to stop new solar applications, pass it, if the intent was to allow New Leaf to apply, then re-write it.

**Close Public Hearing for Proposed Junkyard Moratorium**

- George Lawson, Supervisor, made a motion to close the public hearing on the Proposed Junkyard Law, at 7:45 PM seconded by Caryl Sutterby, councilperson.

***All in favor; none opposed- Motion carried.**

**Public Comment-**

- Rob Druker, III discussed a post by Kate Cronin (new owner of the former Freedom Village Campus) on Facebook regarding interest in public water. He questions “Who will pay?”
- George reviews that there have been 2 different surveys looking for interested property owners, in areas that either have little or no water, or are lacking quality water. He states that Glenora pumps from a shore well, Freedom Village also had water pumped from Seneca Lake with a generator. George states that the Village of Dundee has excess water that they are willing to sell. Kate is looking for others that are interested in sharing the $12,500 proposed feasibility study from Barton & Loguidice. George states that “water projects start with the people; it is not a top-down thing” and that interested parties should form a committee. Julie Dunkelberger asks, “who should be contacted if there is interest?” George replied “Kate Cronin.”
- Michelle Gray-Everetts questions, “Need is a strong word. Can people really not get water, or do they just not like the water that is available?” George states that there are pockets in areas where people need and want water. She suggests that this is a property owner issue, “do what we did, we had to put in a system, why should we have

to babysit everyone else?" She also states that a public water system could change the living expenses in an area. Michelle would like a guarantee that taxes will not be affected.

- Robert Cooke asked about the availability of water. Steve Dean, Village of Dundee Public Works, states that there is roughly 800,000 gallons generated daily, and that the Village only uses 100,000 gallons.
- Rob Druker, III suggests that the village could install a pump station to allow for the purchase of excess water, like the one that is available in Penn Yan.
- Suzanne Patterson states that there are more people than just those around "Freedom Village" that are interest and that this is a topic that should be reopened, she would like to be involved in the process. Suzanne asks, "isn't that what Public Works does for Towns and Villages, bring water to the people?"

**Audit of Claims**

On a motion by Jeremy Hall, councilperson and seconded by Caryl Sutterby, councilperson
2024 Abstract #010 October 10, 2024, Vouchers Number: 287 through 314
The vouchers contained in the above-mentioned abstract were reviewed by the Town Board and are authorized for payment in the amount totaling $119,205.68.
*All in favor; none opposed- Motion carried.

**Department Reports**

**Assessor's Report**—Teresa Grady, Assessor Aide

- The Assessor's Office continues to work on the re-evaluation and obtaining their continuing education credits.

**Bookkeeping Report**

- Financial Reports received by the board members.

**Court Report**- Carrie Wood, Justice

- No report provided.

**Clerk Report**– Candace Iszard

- The Clerk Report was presented to the board.

**Code Enforcement Report**—Brian Shriver

- The Code Enforcement Report was presented to the board.

**Highway Report**– Ralph Warren

- **Salt Barn-**Ralph states that the Salt barn is nearing completion. The compact rates have been obtained for the back fill. The interior will be hot top ready next week.

**Supervisor Report**– George Lawson

- Roof Project- The cap stones are in place; the roofer is scheduled to come back to finish the flashing. The yard will be cleaned up to finish the project.

**Solar Moratorium- Amendment**

- Public Hearing set for November 14, 2024, at 7:00PM.

**Health Insurance with the Tompkins County Consortium**

- George will attend the annual meeting on September 26, 2024, in Ithaca.

**Budget Amendments and Transfers**

On a motion by George Lawson, seconded by Jeremy Hall, the following resolution was
ADOPTED Ayes 5 George Lawson, John Socha, Caryl Sutterby, Julie Dunkelberger, Jeremy Hall
Nays 0
RESOLVED that the Town Board, Town of Starkey, does hereby approve the following budget transfers:

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|---|---|---|
| To cover Attorney Fees: | Decrease B8010.2 -Zoning Equipment | $2000.00 |
| | Decrease B8020.4 -Planning Contractual | $2000.00 |
| | Decrease B8020.11 -Planning Contractual | $3000.00 |
| | Increase B1420.4 -Attorney | $7000.00 |
| To cover Attorney Fees: | Decrease B8020.41 -Postage | $ 600.00 |
| | Increase B8010.4- Zoning Contractual | $ 600.00 |
| To cover Health Insurance (HAS) | Decrease A1460.4 Records Retention | $2498.00 |
| | Increase A9060.8 Health Ins | $2498.00 |
| | Decrease DA5142.1 Snow Removal P. S. | $2610.00 |
| | Increase DA9060.8 Health Ins | $2610.00 |
| To cover Garage Expenses | Decrease A5132.2 Garage Equipment | $900.00 |
| | Increase A5132.4 Garage Contractual | $900.00 |

Final

## Resolutions

**Resolution 53-2024**
Motion By: Caryl Sutterby Second By: Jeremy Hall

**DESIGNATATING REPRESENTATIVES TO THE GREATER TOMPKINS COUNTY MUNICIPAL HEALTH INSURANCE CONSORTIUM BOARD OF DIRECTORS**

WHEREAS, the Town of Starkey, having complied with all application requirements to become a Participant in the Greater Tompkins County Municipal Health Insurance Consortium has been accepted as a Participant, and

WHEREAS, in order to activate membership, the {Municipal Corporation} must provide additional information to complete and activate its membership in the GTCMHIC, now therefore be it

RESOLVED, that on behalf of the governing body of the Town of Starkey, the Consortium is hereby notified that following individuals are hereby designated to serve as:

**Director to the GTCMHIC Board of Directors:** George E. Lawson (Delegate), and Candace J. Iszard (Alternate).

The town board adopted the aforementioned resolution by the following vote:
Ayes 5 George Lawson, John Socha, Caryl Sutterby, Julie Dunkelberger, Jeremy Hall
Nays 0

**Resolution 54-2024**
Motion By: Caryl Sutterby Second By: Jeremy Hall

**Approval of the 2025 Amendment to the Municipal Cooperative Agreement for the Greater Tompkins County Municipal Health Insurance Consortium**

WHEREAS, the Town of Starkey (municipality) is a Participant in the Greater Tompkins County Municipal Health Insurance Consortium (the "Consortium"), a municipal cooperative organized under Article 47 of the New York Insurance Law, and

WHEREAS, the municipal participants in the Consortium, including this body, have approved and executed a certain Municipal Cooperation Agreement (the "Agreement"; effective date of October 1, 2010), and

WHEREAS, Article 47 of the New York Insurance Law (the "Insurance Law") and the rules and regulations of the New York State Department of Financial Services set forth certain requirements for governance of municipal cooperatives that offer self-insured municipal cooperative health insurance plans that requires any amendments or restatements thereto, shall be subject to Board review and upon acceptance of any new Participant hereafter, and

WHEREAS, the Municipal Cooperative Agreement requires that amendments to the agreement be presented to each participant for review and adopted by a majority vote by its municipal board, and

WHEREAS, the Town of Starkey (municipality) is in receipt of the proposed amended Agreement and has determined that it is in the best interest of its constituents who are served by the Consortium to amend the Agreement as set forth in the Amended Municipal Cooperative Agreement, now therefore be it

RESOLVED, that upon receipt and review of the amended Agreement, the Town of Starkey (municipality) approves at a meeting of the governing body held on October 10th, 2024 and authorizes the Chief Elected Official to sign the 2025 Amendment to the Municipal Cooperative Agreement of the Greater Tompkins County Municipal Health Insurance Consortium as recommended by the Board of Directors.

* * * * * * * * **2025 Municipal Cooperative Agreement Signature** * * * * * * * *

In Witness Whereof, the undersigned has caused this Agreement to be executed as of the date adopted by the Greater Tompkins County Municipal Health Insurance Consortium Board of Directors and subsequently adopted by the Municipal Corporation named below. Town of Starkey
Municipal Corporation

George E. Lawson — Printed Name of Chief Elected Official or Chief Officer
Supervisor — Title


Signature

October 10, 2024
Date

The town board adopted the aforementioned resolution by the following vote:
Ayes 5 George Lawson, John Socha, Caryl Sutterby, Julie Dunkelberger, Jeremy Hall
Nays 0

**Resolution 55-2024** **Snow and Ice Control Agreement 2024-2025**
Motion By: Jeremy Hall Second By: Caryl Sutterby

The following resolution was ADOPTED
Ayes 5 George Lawson, John Socha, Caryl Sutterby, Julie Dunkelberger, Jeremy Hall
Nays 0
RESOLVED that the Town of Starkey hereby authorizes George Lawson to sign the Snow and Ice Control agreement with Yates County as follows:

This agreement made on October 10th, 2024 by and between Yates County (Hereinafter referred to as County)

and the TOWN OF STARKEY (Herein after referred to as Municipality) as follows:

WHEREAS: Pursuant to Section 135a of the Highway Law, the maintenance of County Highways includes the control of Snow and Ice thereon as the County Highway Superintendent may deem necessa1y to provide reasonable passage and movement of vehicles over such highways and,

WHEREAS: The work of such control of snow and ice may be done by any municipality which for the purpose of said Section 135a shall include only Town, City or Village pursuant to an agreement entered into between the governing board or body of any such municipality and the County and,

WHEREAS: The Municipality is willing to perform the function so delegated to it for the work of such control of snow and ice, or snow and ice upon such terms, rules and regulations as may be within the legal authority of the Municipality and which are deemed by the County Highway Superintendent to be for the best interest of the public. Now therefore in consideration of the mutual covenants and benefits herein contained, the parties hereto agree as follows:

1) The terms of this agreement shall be for 1-year commencing November 1, 2024. At the expiration of each year of the term specified herein or any extension, such term may be extended as herein provided. The Municipality shall notify the County Highway Superintendent either (a) that it requests that the term of the agreement be extended for one year or (b) that it intends not to extend the agreement, in which case the agreement shall expire at the end of the term. If the Municipality fails to notify the County Highway Superintendent, not later than 30 days prior to the end of the term, it shall be deemed that the Municipality intends not to extend the term of this agreement.
2) In the event that the County Highway Superintendent shall deem that the work of control of snow and ice by the Municipality is inadequate or unsatisfactory according to the te1ms of this agreement and not being performed in the best interest of the public, he may, upon written notice, cancel the agreement, and any payments herein provided by the County shall cease. Any such written notice shall become effective at the expiration of five days after the County Highway Superintendent has mailed a ce1iified copy thereof to the Clerk of such municipality. The County shall there upon perform the work in such manner as, in his judgment, shall be for the best interest of the public. The County may terminate this agreement for any other reason by giving the Municipality a 30-day written notice of its intent to terminate. The Municipality may terminate this agreement for any reason by giving the County a 30-day written notice of its intent to terminate.
3) The Municipality, as an adjunct of the County in performing the function herein delegated to it by the County, shall clear such Yates County highways from snow or ice, or snow and ice within the boundaries of such Municipality as designated by the County Highway Superintendent to the extent that the County Highway Superintendent may deem necessary to provide reasonable passage and movement of vehicles over such highways all in accordance with terms, rules and regulations as may be deemed by the County Highway Superintendent to be in the best interest of the public, such terms, rules and regulations (a) having been submitted to and examined by the governing body of said Municipality, prior to or simultaneously with the execution and delive1y of this agreement, (b) containing this agreement as a paii thereof, and (c) being subject to change or modification from time to time by the County Highway Superintendent as he deems it necessary for the best interest of the public.

   The County Highway Superintendent may but shall not be required to furnish for use under this agreement such materials, chemicals and abrasives as he may deem desirable and in the best interest of the County.
4) The Municipality shall (a) designate and hereby does designate the Highway or Street Superintendent of the Municipality as the representative of the Municipality who shall be in responsible charge and shall have supervision of the performance of the work under this agreement, (b) provide the necessary machinery, tools and equipment to perform the terms of this agreement, (c) provide the necessary personnel and supplies to operate such machinery, tools and equipment and, (d) furnish any abrasives, chemicals or other similar materials at such locations as may be designated by the County Highway Superintendent and in such quantities as may be necessary for the performance of this agreement.
5) This agreement shall include all bridges which are a part of the highway or street being maintained and when directed by the County Highway Superintendent shall include in the work delegated to be performed under this agreement any bridges or highways that cross into an adjacent municipality or municipalities.
6) The Municipality shall install and observe a system of accounting and a form of accounting to the end that here shall be established and maintained a uniform method of bookkeeping, filing and rendering accounts for the purpose of this particular agreement.
7) In consideration of the performance of the Municipality, the County agrees to pay the Municipality each year during the term of this agreement, an amount equal to the actual costs incurred for this purpose on County Highways, actually maintained, subject to subsequent audit. The Municipality may haul their own sand from

the vendor source to their storage facility. The County shall reimburse the actual Municipal cost for hauling or the current year's County bid specification and award for Abrasive Sand, whichever is lower. The Municipality will then mix the abrasive sand with rock salt at a rate of 2:1 (or better) by volume (2 buckets sand: 1 bucket salt) and at a minimum mix rate of 85 tons per hour. The prescribed 2:1 by volume mixture shall be spread at a maximum rate of 700 pounds per lane mile. If straight salt is used, the maximum spread rate that will be paid for is 225 lbs. per lane mile for normal snow removal operations and up to 350 lbs per lane mile for ice storms. Applications of pre-mixed material over the maximum rate of 700 pounds per lane mile due to icing events must be noted on the Snow & Ice Control Daily Report of Operations sheets. The County will not pay for any amount of sand and salt mix applied at a rate exceeding 700 lbs. per mile lane. The County reserves the right to take random samples from the stockpile of material designated for use on County Roads and have it tested by an independent laboratory to determine the salt content and ensure compliance with the prescribed mix of 2:1 (or better) by volume. Labor shall be paid at the actual rate incurred including benefit costs established by the municipality and the County Highway Department. Material shall be paid at actual cost incurred including hauling, mixing and stockpiling costs. Equipment rental rates shall be paid in accordance with the latest edition of equipment rental rates as established by the New York State Department of Transportation.

8) The Municipality shall transmit no later than the 7th day of December, January, February, March and April of each year during the terms of this agreement properly executed snow tickets which will be provided to the Municipality by the County. Payment will be made to the Municipalities at the following month's audit.
9) HOLD HARMLESS. Town shall at all times save harmless the County of Yates from all claims, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including but not limited to personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of the Town and in particular as may arise from the performance under this contract.
10) The terms, conditions and amounts to be paid will be updated annually at the time this agreement is extended as provided in paragraph No. 1.
11) The Municipality specifically agrees that this Agreement shall be deemed executory only to the extent of the moneys available, and no liability shall be incurred by the County beyond the moneys available for this purpose.
12) This agreement shall bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF: This Agreement has been executed by the County, acting by and through the duly authorized representative of Yates County, which has caused this Agreement to be executed by it duly authorized officer on the date and year first above written.

**Resolution 56-2024 Animal Control Agreement 2025**

Motion By: Jeremy Hall Second By: Caryl Sutterby

The following resolution was ADOPTED

Ayes 5 George Lawson, John Socha, Caryl Sutterby, Julie Dunkelberger, Jeremy Hall
Nays 0

RESOLVED that the Town of Starkey hereby authorizes George Lawson to sign the Snow and Ice Control agreement with Yates County as follows:

**INTER-MUNICIPAL 2025 ANIMAL (DOG) CONTROL AGREEMENT BETWEEN YATES COUNTY AND INDIVIDUAL TOWNSHIPS**

This Inter-Municipal Agreement made between the County of Yates, and its Sheriff hereinafter referred to as the "COUNTY", and "SHERIFF" as first parties, and the Town of STARKEY, hereinafter referred to as the "TOWN", second patty, both COUNTY and TOWN being municipal corporations located within New York State.

1) This Inter-Municipal Agreement shall commence on JANUARY 1, 2025 and shall terminate DECEMBER 31, 2025.
2) The COUNTY, SHERIFF, and the TOWN mutually acknowledge as follows:
   (a) That the COUNTY, and SHERIFF, are the co-employers of Animal (Dog) Control employees; the present employees are appointed by the SHERIFF, wherein the title is Animal Control Officer, and which position is hereinafter referred to as "ACO."
   (b) That the COUNTY, and SHERIFF, is leasing a building located in the County of Yates from the Humane Society of Yates County, Inc. located in the Town Benton being used as the County Dog Pound, with additional services of a crematorium, hereinafter referred to as the "POUND".
   (c) That this Agreement is made under the provisions of the revised A1ticle 7 of the New York State Agricultural and Markets Law (NYSAML), and any reference herein to "Sections" shall mean sections of such law unless otherwise clearly indicated.
   (d) That the TOWN is not the employer of the ACO, and it is the purpose of this Agreement that the

COUNTY, and SHERIFF, provide to the TOWN the dog control services of the ACO, as hereinafter indicated.

3) In consideration of the mutual promises hereinafter made the COUNTY, SHERIFF, and the TOWN agrees that the ACO shall perform the following services in respect to animal and dog control within the TOWN:

(a) Shall seize any dog which is not identified, and which is not on the owner's premises.

(b) Shall seize any dog which is not licensed.

(c) Shall enforce the provisions of Section 121 (NYSAML) in respect to dangerous dogs and animals.

(d) Shall enforce, investigate and do reports on other applicable and appropriate provisions in the (NYSAML) associated with animal and dog control, incidents, and related services.

(e) Whenever the COUNTY shall make an Order under Section 122 in respect to the protection of deer or under Section 123 in respect to night quarantine, or under both of said sections, the SHERIFF shall require the ACO to enforce the COUNTY order within the TOWN.

(t) The TOWN shall pay to the COUNTY for the services to be rendered by the ACO an amount of money based upon the number and type of dog licenses issued by the TOWN in accordance with the revised A11icle 7 of the (NYSAML). See Sub (p) herein regarding distribution of dog fees.

(g) The COUNTY and SHERIFF agree that, without additional charge to the TOWN, the COUNTY, and SHERIFF will provide the POUND facilities in respect to the impoundment of dogs seized by the ACO under the services, above described, to be rendered by the ACO. The TOWN agrees that all impoundment fees provided for under A11icle 7 of the NYS Agriculture and Market Law may be collected by the ACO as directed by the SHERIFF, and such fees shall become the property of the COUNTY.

(h) The COUNTY, and SHERIFF agree that the services by the ACO under this agreement shall include the obligation of the ACO under (NYSAML) Section 119 and Section 120, together with all bail forfeitures, fees and fines connected therewith, shall be paid to the COUNTY via the Office of Treasurer as part of the consideration of this agreement.

(i) The COUNTY agrees that all monies received by the COUNTY under provisions of this Agreement shall be revenue used only for expenses connected with the ACO controlling animals and impounding dogs as directed by the SHERIFF, and the enforcement of Article 7 of the (NYSAML).

(j) If, in addition to the services of the ACO to be provided by the COUNTY and SHERIFF to the TOWN as before described, and shall there be any additional services in respect to animal and dog control to be provided by the COUNTY, and SHERIFF to the TOWN, the provisions describing such services and providing for the payment therefore by the TOWN to the COUNTY shall be set forth at the time the services are rendered by amending this agreement with a "Schedule A" which shall be attached hereto, and become a part hereof as if fully set forth herein.

(k) If there should be a vacancy in the position of ACO, then the SHERIFF agrees to use his office best efforts to fill such position promptly. However, if the SHERIFF is unable to fill such position within 60 days immediately following the occurrence of the vacancy, then the TOWN may, at its option, by giving written notice to the COUNTY and SHERIFF terminate this agreement at any time that the position of ACO is vacant for more than 60 continuous days. If the TOWN should exercise the option to terminate this agreement, the TOWN shall not be entitled to any refund of any monies previously paid by the TOWN to the COUNTY.

(l) It is mutually agreed that the COUNTY will not administer a dog licensing program and that the TOWN will establish dog licensing related fees and issue identification tags and the COUNTY will not submit a plan to the NYS Animal Population Control Program and that this is a TOWN obligation and assessment responsibility.

(m) It is mutually agreed by the COUNTY, SHERIFF, and the TOWN that the ACO is an employee of the SHERIFF and COUNTY, and not of the TOWN.

(n) The TOWN agrees to make available to the ACO, or other SHERIFF employee performing ACO duties at reasonable times, such TOWN records as may be necessary for identification of dogs for the ACO to examine in providing the services under this agreement.

(o) The TOWN agrees to distribute dog related license fees and surcharges pursuant to Section 110 and 117A of (NYSAML) consistent with the established TOWN local law for dog control purposes and fees are submitted to the COUNTY of Yates Treasurer or other appropriate entity wherein 50% of the statutory dog licensing fees including purebred fees established by the TOWN are submitted to the COUNTY for dog control ACO services as outlined in this agreement. At a minimum the established licensing fee

must be at least $5.00 more for an unspayed dog than the fee established for the spayed dog. Licensing surcharge fees collected are dispersed by the TOWN at minimum a $1.00 assessment on licenses for altered dogs and at minimum a $3.00 assessment on unaltered dogs to the administrative entity chosen by the state to administer the New York State Animal Population Control Program understanding that the TOWN may establish additional surcharges to cover cost of dog enumeration and identification tags, and such surcharges become the property of the TOWN.

4) IN WITNESS WHEREOF, by Resolution of the County Legislature the COUNTY has directed this Agreement to be executed by its Chairperson and Sheriff and by Resolution of the Town Board the Town has directed this Inter-Municipal Agreement to be executed by its Supervisor as of the date written opposite their signatures.

**Resolution 57- 2024**

Motion By: Caryl Sutterby Second By: Julie Dunkelberger

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF STARKEY, YATES COUNTY, NEW YORK, DETERMINATION OF SIGNIFICANCE – LOCAL LAW NO. __3__ OF 2024**

WHEREAS, the Town of Starkey Town Board, hereinafter referred to as Town Board, has determined Local Law No. __3__ of 2024 to be a Type 1 action under the State Environmental Quality Review (SEQR) Regulations, and,

WHEREAS, the Town Board has reviewed and accepted the Environmental Record prepared on said action, and

WHEREAS, the Town Board has considered the potential impacts associated with said action.

NOW, THEREFORE, BE IT RESOLVED THAT the Town Board makes this Determination of Non-Significance based upon: the Long Form Environmental Assessment Form, Parts 1 and 2, prepared for this action, Town Board Public Hearing Record on said action; and, the Environmental Record prepared on said action.

BE IT FURTHER RESOLVED THAT, the Town Board makes this Determination of Non-Significance based on the following reasons supporting this determination:

1. The Town Board considered the action as defined in subdivisions 617.2(b) and 617.3(g) of Part 617 of the SEQR Regulations; and,
2. The Town Board did review the EAF, the criteria contained in subdivision (c) of 617.7 and other supporting information to identify the relevant areas of environmental concern; and,
3. The Town Board did thoroughly analyze the identified relevant areas of environmental concern to determine if the action may have significant adverse impact on the environment; and
4. The Town Board did set forth its determination of significance in written form containing a reasoned elaboration and providing reference to all supporting documentation.

I, Candace Iszard, Town Clerk of the Town of Starkey do hereby certify that the Town Board of the Town of Starkey adopted the aforementioned resolution on October 10, 2024, by the following vote:

| | Aye | Nay |
|---|---|---|
| George Lawson | X_____ | _____ |
| Caryl Sutterby | X_____ | _____ |
| Jeremy Hall | X_____ | _____ |
| Julie Dunkelberger | X_____ | _____ |
| John Socha | X_____ | _____ |

**Resolution 58-2024 Junk Storage Local Law**

Motion By: John Socha Second By: Caryl Sutterby

**RESOLUTION AUTHORIZING ADOPTION BY THE TOWN BOARD OF THE TOWN OF STARKEY OF LOCAL LAW NO. __3__ OF 2024 REPEALING THE TOWN OF STARKEY JUNK STORAGE LAW AND ADOPTING A NEW JUNK STORAGE LAW**

**WHEREAS**, a resolution was duly adopted by the Town Board of the Town of Starkey for a public hearing to be held by said Town Board on October 10, 2024, at 7:00 p.m. at Starkey Town Hall, 40 Seneca Street, Dundee, New York, to hear all interested parties on a proposed Local Law Repealing the Town of Starkey Junk Storage Law and Adopting a New Junk Storage Law; and

**WHEREAS**, notice of said public hearing was duly advertised in the official newspaper of the Town of Starkey, on October 2 and October 9, 2024 and all other notices required by law to be given were properly served, posted or given; and

**WHEREAS**, said public hearing was duly held on October 10, 2024, at 7:00 p.m. at the Starkey Town Hall, 40 Seneca Street, Dundee, New York, and all parties in attendance were permitted an opportunity to speak on behalf of or in opposition to said Proposed Local Law, or any part thereof; and

**WHEREAS,** pursuant to part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law it has been determined by the Town Board that adoption of said Local Law would not have a significant effect upon the environment and could be processed by other applicable governmental agencies without further regard to SEQR; and

**WHEREAS**, the Town Board of the Town of Starkey, after due deliberation, finds it in the best interest of the Town of Starkey to adopt said Local Law.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Starkey hereby adopts said Local Law No. __3__ of 2024, entitled, "A local law Repealing the Town of Starkey Junk Storage Law and Adopting a New Junk Storage Law", a copy of which is attached hereto and made a part of this resolution, and be it further

**RESOLVED**, that the Town Clerk be and she hereby is directed to enter said Local Law in the minutes of this meeting and in the Local Law Book of the Town of Starkey, to publish an abstract of this local law in the Town's official newspaper and to give due notice of the adoption of said local law to the Secretary of State of New York.

I, Candace Iszard, Town Clerk of the Town of Starkey, do hereby certify that the Town Board of the Town of Starkey adopted the aforementioned resolution on October 10, 2024, by the following vote:

| | **Aye** | **Nay** |
|---|---|---|
| George Lawson | X_____ | _____ |
| Caryl Sutterby | X_____ | _____ |
| Jeremy Hall | X_____ | _____ |
| Julie Dunkelberger | X_____ | _____ |
| John Socha | X_____ | _____ |

**Resolution 59-2024**

Motion By: John Socha Second By: Caryl Sutterby

**RESOLUTION AUTHORIZING ADOPTION BY THE TOWN BOARD OF THE TOWN OF STARKEY OF LOCAL LAW NO. _"A"_ OF 2024**

**WHEREAS**, a resolution was duly adopted by the Town Board of the Town of Starkey for a public hearing to be held by said Town Board on October 10, 2024, at 7:00 p.m. at the Starkey Town Hall, 40 Seneca Street, Dundee, New York, to hear all interested parties on a proposed Local Law entitled, "A Local Law Establishing a Moratorium on Commercial Solar Energy Facilities"; and

**WHEREAS**, notice of said public hearing was duly advertised in the official newspaper of the Town of Starkey, on October 2 and October 9, 2024 and other notices required to be given by law were properly served, posted or given; and

**WHEREAS**, said public hearing was duly held on October 10, 2024, at 7:00 p.m. at the Starkey Town Hall, 40 Seneca Street, Dundee, New York, and all parties in attendance were permitted an opportunity to speak on behalf of or in opposition to said Proposed Local Law, or any part thereof; and

**WHEREAS**, the Town Board of the Town of Starkey, after due deliberation, finds it in the best interest of the Town of Starkey to adopt said Local Law.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Starkey hereby adopts said Local Law No. _"A"___ of 2024, entitled "A Local Law Establishing a Moratorium on Commercial Solar Energy Facilities", a copy of which is attached hereto and made a part of this resolution, and be it further

**RESOLVED**, that the Town Clerk be and she hereby is directed to enter said Local Law in the minutes of this meeting and in the Local Law Book of the Town of Starkey, and to give due notice of the adoption of said local law to the Secretary of State of New York.

I, Candace Iszard, Town Clerk of the Town of Starkey, do hereby certify that the aforementioned resolution was **NOT** adopted by the Town Board of the Town of Starkey on October 10, 2024, by the following vote:

Ayes 0 Nays 5 George Lawson, John Socha, Caryl Sutterby, Julie Dunkelberger, Jeremy Hall

**Resolution 60-2024**

Motion By: George Lawson Second By: Jeremy Hall

**RESOLUTION AUTHORIZING SCHEDULING OF PUBLIC HEARING FOR AN AMENDED PROPOSED LOCAL LAW ENTITLED "A LOCAL LAW ESTABLISHING A MORATORIUM ON COMMERCIAL SOLAR ENERGY FACILITIES"**

**WHEREAS**, the Town Board of the Town of Starkey, after due deliberation, finds it in the best interests of the Town to schedule a public hearing to solicit public comment upon a proposed Local Law entitled " A Local Law Establishing a Moratorium on Commercial Solar Energy Facilities"; and

**WHEREAS**, the Town Board of the Town of Starkey has reviewed the draft of the aforementioned proposed Local Law attached hereto as Exhibit "1" and deems it in the best interests of the Town of Starkey to proceed in accordance with the Code of the Town of Starkey and the Laws of the State of New York in adopting said Local Law; and

**WHEREAS,** this action by the Town Board is a "Type II" action under the regulations promulgated by authority contained in the State Environmental Quality Review Act (SEQRA), which appear in 6 NYCRR Part 617.5 (36) ("adoption of a moratorium on land development or construction"), thereby requiring no further action by the Town Board.

**NOW, THEREFORE**, **RESOLVED**, that the Town Clerk be, and she hereby is, directed to schedule a public hearing to be held on November 14, 2024, at 7:00 p.m. at the Starkey Town Hall, 40 Seneca Street, Dundee, New York; and be it further

**RESOLVED**, that the Town Clerk be and hereby is authorized to forward to the official newspaper of the Town a Notice of Public Hearing in the form substantially the same as that attached hereto as Exhibit "2"; and be it further

**RESOLVED**, that the Town Clerk be, and she hereby is, directed to post a copy of the aforesaid Notice of Public Hearing and a copy of the proposed Local Law on the Town of Starkey sign board and to take any and all other necessary actions to properly bring the aforementioned Local Law before the Town Board of the Town of Starkey for its consideration.

I, Candace Iszard, Town Clerk of the Town of Starkey, do hereby certify that the Town Board of the Town of Starkey adopted the aforementioned resolution on October 10, 2024, by the following vote:

| | **Aye** | **Nay** |
|---|---|---|
| George Lawson | x_____ | _____ |
| Caryl Sutterby | x_____ | _____ |
| Jeremy Hall | x_____ | _____ |
| Julie Dunkelberger | x_____ | _____ |
| John Socha | x_____ | _____ |

**Resolution 61-2024** **Preliminary 2025 Budget Public Hearing**
Motion By: George Lawson Second By: Jeremy Hall

On a motion by, George Lawson, supervisor, seconded by Jeremy Hall, councilmen, the following resolution was.
ADOPTED Ayes 5 George Lawson, Jeremy Hall, Julie Dunkelberger, Caryl Sutterby, John Socha
Nays 0
RESOLVED that the Town of Starkey will hold a public hearing to review the Preliminary 2025 Budget on November 7th, 2024, at 7:00 pm

**Resolution 62-2024** 2025 **Fire Contract Public Hearing**
Motion By: George Lawson Second By: Jeremy Hall

On a motion by, George Lawson, supervisor, seconded by Jeremy Hall, councilmen, the following resolution was.
ADOPTED Ayes 5 George Lawson, Jeremy Hall, Julie Dunkelberger, Caryl Sutterby, John Socha
Nays 0
RESOLVED that the Town of Starkey will hold a public hearing to review the 2025 Fire Contract on November 7th, 2024, at 7:00 pm.

**Enter Executive Session**
On a motion by George Lawson, Supervisor and seconded Caryl Sutterby, councilperson, the Town Board entered the executive session at 8:42 PM to discuss a medical, financial, credit or employment history of a particular person(s), or corporation or relating to appointment, promotion, demotion discipline or removal.
**Close Executive Session at 9:14 PM.**

The minutes of this meeting will be offered for approval at the next regular Town Board meeting, November 14, 2024, at 7:00 PM. The meeting was adjourned at 9:16 PM by George Lawson.

Candace Iszard

Candace J. Iszard, Starkey Town Clerk