

**Town Board Meeting
December 19, 2022
Zoom: Meeting ID: 875 4424 2115 Password: 017932**

Present: Supervisor Aaron, Councilor Tucker, Councilor Legg, Councilor Dove, Attorney Smith.

Absent: Councilor Alexander

Present via Zoom: Brian Buff, Keri Fey, Sue Murphy, Tim Dobrovosky, Jason Gabak, Karen Barkdull.

Present In Person: Nolan Manahan, Luke Hart, Owen Cruz, Bob Eggleston, Dessa Bergen.

Minutes of December 5, 2022: On a motion of Councilor Dove, seconded by Councilor Legg, and with a (3-0) affirmation, Councilor Tucker abstained due to absence at the December 5, 2022, Town Board meeting, minutes of December 5, 2022, were accept as presented.

Budget Amendments: On a motion of Councilor Tucker, seconded by Councilor Dove, and with unanimous (4-0) affirmation of the Town Board the following budget amendments for abstract #22-23:

General Fund

\$27,917.18	Increase	14404.01.004.00	Engineer Contractual Expense
\$27,917.18	Decrease	14404.01.001.00	Engineer Personal Services
Engineering Cost			
\$240.00	Increase	51324.01.004.00	Garage Contractual Expense
\$240.00	Decrease	51324.01.004.84	Garage Contractual Expense-Electric
Contractual Expenses Clean up			
\$44,164.00	Increase	51822.01.002.00	Street Lighting Contractual Expense
\$44,164.00	Decrease	19904.01.004.00	Contingency Account
Street Lighting Project Finalization			
\$501.50	Increase	70204.01.004.85	Recreation Admin CE Telephone/Cable
\$501.50	Decrease	70204.01.004.00	Recreation Admin CE
Contractual Expenses Clean up			
\$915.00	Increase	71104.01.004.67	Parks CE- Training
\$915.00	Decrease	71104.01.004.52	Parks CE- Supplies
Additional Training for Parks Employees			
\$1,033.00	Increase	90558.01.008.00	Disability Insurance
\$1,033.00	Decrease	90898.01.008.00	Other Employee Benefits
Adjustment for higher Disability Insurance Cost			

Abstract #22-23: On a motion of Councilor Dove, seconded by Councilor Legg and with unanimous (4-0) affirmation of the Town Board vouchers #22-1699 - #22-1744 were authorized from the following funds:

General Fund:	\$ 50,958.23	Highway:	\$ 3,799.65
Water:	\$ 17,940.78	Part Town:	\$ 4,623.36
T&A:	\$ 7,910.25	Sewer:	\$ 1,135.18
Highway PT	\$ 3,573.05	Street Lght	\$ 30.03
TOTAL:	\$ 89,970.53		

Finger Lakes SPCA 2023 Contract: Supervisor Aaron explained to the Board this is an annual contract with the SPCA in Auburn to board dogs picked up in the Town. Supervisor Aaron stated the cost had increased slightly this year from \$1,600 to \$1,800. They provide a great service to the Town and the increase is to be expected since they had not increased their fees in years. With this contract the Finger Lakes SPCA would keep the dog(s) for 5 days for the contract fee. The Town Dog Control Officer only took one dog there this year, but it is a service the Town is required to provide. They also provide animal cruelty services. If the Town had to contract for this service separately it would cost at least \$1,800 additional.

Supervisor Aaron stated Dog Control Officer David Wawro is in agreement with the contract and recommended the Board approve.

On a motion of Councilor Tucker, seconded by Councilor Legg and with unanimous (4-0) affirmation of the Town Board, the 2023 Finger Lakes SPCA Contract was approved with the with annual maintenance fee of \$1,800 per year.

Planning Board Lead Agency Request for TJA-NY – Skaneateles Solar Farm, LLC : Supervisor Aaron stated a letter of request had been received from Planning Board Attorney, Scott Molnar. Attorney Molnar stated an application had been submitted by TJA NY-Skaneateles Solar Farm, LLC to the Planning Board for approval of a Major Special Permit and Site Plan Review to establish a 4.35-megawatt ground mounted community solar energy system on a 50.58-acre parcel located at 740 Sheldon Road, Skaneateles, New York, portions of which are currently actively farmed with field crops, and other portions wooded with wetlands. The project had been reviewed by the Planning Board and upon the request of the applicant had declared its willingness to act as lead agency for coordinated review under the State Environmental Quality Review Act (SEQR).

On a motion of Councilor Tucker, seconded by Councilor Legg and with unanimous (4-0) affirmation of the Town Board, Supervisor Aaron was authorized to sign the form consenting to the Town of Skaneateles Planning Board being Lead Agency in the TJA-NY Skaneateles Solar Farm Project, coordinated review under the State Environmental Quality Review Act (“SEQR”). This notice is provided pursuant to Real Property Tax Law §487(8)(b) to inform the Town that Skaneateles Solar PV, LLC had entered into an interconnection agreement related to this project and made its deposit to National Grid.

Skaneateles Solar PV, LLC – Notice Regarding Solar Energy Project Pursuant to Real Property Tax §487: Attorney Smith stated a notice was received from Bousquet Holstein PLCC regarding a proposed solar energy project st 740 Sheldon Road, Skaneateles, New York.

This notice is required if the project is going to apply for a PILOT (Payment in Lieu of taxes). The Town is required to respond to this notice within 60 days. Attorney Smith stated failure to respond would allow the project to be tax exempt. A letter which was provided to the Board was sent on December 8, 2022, to Bousquet Holstein and Skaneateles Solar that stated a PILOT program would be required.

Attorney Smith stated assuming this project is approved three things could happen. If nothing was done, they would be tax exempt, but that is not the case since they had responded to the notice. If the Town does not agree to a PILOT, it would be placed with no exemptions on the tax roll. And lastly, they could be given a PILOT from the Town Board or the IDA (Industrial Development Agency). The PILOT could be given for up to 15 years and the average amount is \$4,000 - \$6,000 exemption per megawatt. The IDA would give a longer PILOT, but they do charge a fee.

Supervisor Aaron stated the Board would discuss this in the future in executive session and the Board thanked Attorney Smith for the information.

Eggleston & Krenzer Town Hall Exterior Improvements Quote: Supervisor Aaron reported Town Clerk Stenger, Codes Officer Herrmann and herself had met with Architect Bob Eggleston regarding exterior updates and repairs to the Town Hall. Mr. Eggleston had submitted a proposal for architectural services for an amount not to exceed \$5,000. The proposal included design for the west steps and railing to meet code, repair of the brick planters, exterior siding and trim design, east elevation maintenance and to investigate roof gutter drainage solutions.

On a motion of Councilor Legg, seconded by Councilor Dove and with unanimous (4-0) affirmation of the Town Board, the proposal from Eggleston & Krenzer Architects in an amount not to exceed \$5,000 for the repair and redesign of the Town Hall exterior was approved.

Announcements/Correspondence/Updates

Northern Hamlet Plan Update: Councilor Legg announced the committee continued to work with the consulting group, EDR and they are working through the data that had been collected from the surveys and focus groups as well as businesses in the area. The next step is to work with census data and mapping to understand the land and its use. The next meeting would be in January.

Open Space Committee Update: Councilor Tucker reported the Open Space Committee is planning a site visit of the proposed areas. Supervisor Aaron announced they received a report from Planning Clerk Karen Barkdull. The report is a fabulous report, and the Board would review. The Board thanked her for the report.

Shoreline Committee Update: Councilor Tucker announced the next Shoreline Committee meeting would be on January 18th. The meeting would be to discuss the DEC regulations and how the Town could follow their regulations.

Soldiers and Sailors Monument Shotwell Park Plaque: Supervisor Aaron announced the plaque for the Soldiers and Sailors Monument that would be installed at Shotwell Park was ready. She displayed the plaque for the Board. The Plaque would be installed this week.

Town Department Holiday Hours: Supervisor Aaron announced the following holiday hours for Town Departments:

Christmas – December 25, 2022

Transfer Station Closed at 12:00 noon December 16th – Christmas Luncheon

Town Hall/Parks closed December 23rd and December 26th
Transfer Station closed December 24th and 26th

New Years

Town Hall/Parks closed January 2nd
Transfer Station closed December 31st and January 2nd

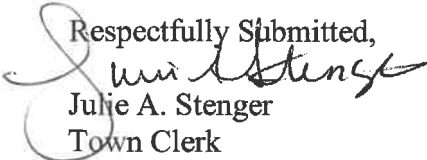
Public Comment: Joe Vecchio commented on the Veterans Memorial and that it was pristine. He asked about the megawatts that were proposed for the solar farm. Supervisor Aaron stated the solar farm at the Transfer Station was only 1 megawatt and she the solar farm proposed for West Lake Road was 5 megawatts. . Mr. Vecchio reviewed his knowledge of megawatts and solar farms. He discussed his editorial called “Changes”. He stated he would provide his editorial to the Board, and he would be writing more. He discussed clean water and waste-water infrastructure. He discussed the solar farm at Fesko’s Farm in Spafford. He discussed the use of batteries and what they do to the environment.

Supervisor Aaron and the Board thanked Mr. Vecchio for his comments.

Executive Session: On a motion of Councilor Dove, seconded by Councilor Legg and with unanimous (4-0) affirmation of the Town Board the meeting was adjourned to Executive Session at 7:10 p.m. for attorney advice.

On a motion of Councilor Dove, seconded by Councilor Tucker the meeting was returned to open session at 8:30 p.m.

On a motion of Councilor Dove, seconded by Councilor Legg and with unanimous (4-0) affirmation of the Town Board the meeting was adjourned at 8:30 p.m.

Respectfully Submitted,

Julie A. Stenger
Town Clerk

**Agreement Between the Town of Skaneateles, New York
And the Finger Lakes SPCA of Central New York**

THIS AGREEMENT is made and entered into this 1st day of January 2023 by and between the Town of Skaneateles, hereinafter referred to as the **TOWN**, and the **FINGER LAKES SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMAL OF CENTRAL NEW YORK**, a charitable organization duly organized and existing under the laws of the State of New York, and having its principal office at 41 York Street, Auburn, New York 13021, and hereinafter referred to as the **FLSPCA-CNY**.

WITNESSETH: Whereas the **TOWN** has created the position of Animal Control Officer for the **TOWN** but does not desire to establish and maintain a shelter or shelters for the impounding of dogs as further required by provisions of Article VII, Section 115 of the Agriculture and Markets Law of the State of New York, and in lieu of providing said shelter desires to contract with the **FLSPCA-CNY** to provide said shelter and other services, as more specifically set forth in the following paragraphs.

Now, therefore, the parties adhere to mutually agree as follows:

1. This contract shall become effective on January 1, 2023, and shall expire on December 31, 2023.
2. The **FLSPCA-CNY**, in accordance with the policies and procedures, established by the Board of Trustees and in consideration of the payment to it by the **TOWN** of the sum of money to be paid in the manner and at the time hereinafter particularly described, hereby covenants and agrees that it will provide a shelter for seized dogs brought to the **FLSPCA-CNY** by the Animal Control Officer of the **TOWN**, pursuant to and as provided by Section 118 of the Agriculture and Markets Laws.

SERVICES & FEES

Boarding

The **FLSPCA-CNY** agrees that it will, during the period of this Agreement, provide a suitable shelter for dogs seized for a violation within the **TOWN**, provided that the owner is not known, and care for and feed such animals therein confined until proper disposition of the same has been made, according to law, by the **FLSPCA-CNY**. The **TOWN** agrees that it shall pay the **FLSPCA-CNY** \$9 (nine) per day per animal for a maximum of 5 (five) days beginning on the first day the dog is brought to the shelter if the dog is not claimed by his or her owner.

If the dog is claimed, the boarding charge will be collected by the **FLSPCA-CNY** directly from the animal's owner.

The FLSPCA-CNY agrees that it will, during the period of this Agreement, provide a suitable shelter for dogs seized for a violation within the TOWN, provided that the owner is known, and care for and feed such animals therein confined until proper disposition of the same has been made, according to law, by the FLSPCA-CNY. The TOWN agrees that it shall pay the FLSPCA-CNY \$9 (nine) per day per animal for a maximum of 10 (ten) days beginning on the first day the dog is brought to the shelter if the dog is not claimed by his or her owner.

If the dog is claimed, the boarding charge will be collected by the FLSPCA-CNY directly from the animal's owner.

Building Maintenance

The FLSPCA-CNY agrees to hold adequate and appropriate space for dogs brought to the facility. For the service of providing a facility to house the dogs brought to the Shelter, the TOWN shall pay an annual fee of \$1,800 to cover costs of maintenance and expenses directly related to the TOWN's share of the animals taken into said facility.

Ownership

1. For unidentified dogs, the owner will have 5 (five) days to claim any seized dogs. As outlined in Section 117 of the Agriculture and Markets Laws.
2. For Identified dogs, the owner will promptly be sent a certified letter and will have 10 (ten) days to claim any seized dogs. As outlined in Section 117 of the Agriculture and Markets Laws.
3. For unidentified dogs after 5 (five) days, ownership will be transferred to FLSPCA-CNY and the TOWN has no further responsibility for the animal.
4. Identified dogs after 10 (ten) days, ownership will be transferred to FLSPCA-CNY and the TOWN has no further responsibility for the animal.

Licensing

If a dog is claimed proof of licensing and payment of seizure fees from the TOWN must be brought to the FLSPCA-CNY. No dog will be released until these requirements are satisfied.

Euthanasia

Should a dog be deemed not adoptable (within 14 days of entering the FLSPCA-CNY) because of sickness, displayed aggression, or biting, the cost of euthanasia shall be covered by the TOWN. The FLSPCA-CNY's cost for euthanasia shall be \$30 per animal.

Veterinary Care

1. The TOWN shall be responsible for emergency veterinary service costs for all dogs which are in need of said service at any time during the boarding period, the need for service is to be determined by a veterinarian. The fees for this service are not to exceed \$150 (one hundred fifty) per dog. The owner will pay the fee if the animal is claimed.
2. Once a dog has been deemed adoptable, in compliance with the FLSPCA-CNY's Disease Prevention/Control Procedures, each animal will be vaccinated against rabies, parvovirus, intranasal-bronchi (kennel cough), tested for heartworm disease (dogs), external parasites, and dewormer to be paid for by the TOWN at a cost of \$30 (thirty) per animal.

Reporting Procedures

The FLSPCA-CNY shall provide the TOWN (in writing) with a quarterly list of the following information:

1. TOWN animals received into the facility.
2. TOWN animals returned to the owner, transferred to the FLSPCA-CNY, or euthanized.

Termination

This contract may be terminated by either party by providing thirty (30) days advance notice in writing.

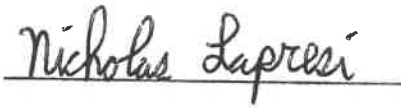
Payment for Services

1. The Building Maintenance fee shall be paid in 4 (four) installments of \$450 each at the time of the quarterly billing.
2. Payment for boarding, disease control/prevention and euthanasia shall be made on a per-dog basis and will be billed quarterly.

Date: 12/19/22


Janet Aaron
Town Supervisor

Date: 12/20/22


Nick Lapresi
Executive Director
Finger Lakes FLSPCA-CNY of Central New York