

Town Board Minutes
April 14, 2026

The monthly town board meeting held on April 14, 2026, at 56 Geneva St. Dresden New York was called to order by Supervisor Peter Martini at 7:30PM.

Present: Supervisor Pete Martini, Council; Colby Petersen, Bruce Henderson, Kathleen McGrath, Robert Miller

Others present: George Thompson, George Dowse, Grant Downs, Donna Rae Sutherland, Gary McIntee, Dwight James, Josh Wood

Supervisor led the pledge of allegiance.

March minutes: Motion by Ms. McGrath 2nd Mr. Miller 2nd Ms. McGrath to approve March monthly meeting minutes, with spelling errors corrected carried.

Mr. Miller

Supervisor opened the public hearing for Charter Communications Franchise at 7:35PM. There being no interested parties to speak on the public hearing, Mr. Martini moved onto new business.

Abstract of vouchers - Mr. Martini presented the abstracts.

Motion by Mr. Miller 2nd Ms. McGrath, that the bills on the General A & B Accounts in the amount of \$ 115,690.63 be paid, carried.

Motion by Mr. Miller, 2nd Mr. Henderson, the bills on the Highway DA & DB Accounts in the amount of \$22765.82 be paid, carried.

Motion by Mr. Petersen 2nd Ms. McGrath to pay for the 1st installment of Fire Contract in the amount of \$ 37,759.20 carried.

Motion by Ms. McGrath 2nd Mr. Petersen that the bills on Water District 1 in the amount of \$ 3,165. Be paid, carried.

Natural & Recreational Resource Grant Agreement.

THIS AGREEMENT is made between the COUNTY OF YATES, 417 Liberty Street, Penn Yan, New York 14527, (hereinafter referred to as the "County") and THE TOWN OF TORREY, 56 Geneva Street, Dresden, NY 14441, (hereinafter referred to as the "Agency").

WITNESSETH:

WHEREAS the promotion, preservation, enhancement and/or expansion of the County's

natural, scenic and recreational resources is of vital and necessary importance to the citizenry of

the County; and

WHEREAS, as a means of effectuating the above recited public purpose the County

has created a Capital Reserve Fund for Natural, Scenic and Recreational Resource Protection (hereinafter referred to as the "Resource Funds"), and implemented a framework to make such funds available to those engaging in projects consistent with the County's policies and procedures regarding the purpose and use of such funds; and

WHEREAS, it has been duly determined that the Agency is an organization that is

engaging or will engage in project(s) that effectuate promotion, preservation, enhancement

and/or expansion of the County's natural, scenic and recreational resources, thereby providing a public benefit to the County; and

WHEREAS, upon due review, the County has agreed that certain funding from its Resource Funds be made available to the Agency for the Agency to carry out such project(s);

NOW, THEREFORE, the parties hereto agree as follows:

1. The Agency agrees to pursue the following project:

Torrey Town Park Accessibility (hereinafter referred to as the "Project").

2. In consideration thereof, the County agrees to make up to the sum of Ten Thousand Dollars (\$10,000.00) (the "Fund Amount") from its Resource Funds available to the Agency, in the following manner: The County shall reimburse the Agency for expenditures pursuant to the Project that are approved by the County Planner, and make such disbursement(s) to the Agency upon the Agencies' submittal to the County Planner of adequate expenditure receipts and report(s) and the County Planner's approval of the same, but in no event shall such cumulative reimbursements for expenditures pursuant to the Project be in excess of the Fund Amount stated above.

3. The Agency shall submit a report to the County's Planning Department evaluating the effectiveness of the Project and certifying that the funds received pursuant to this Agreement have been used for the purposes intended herein.

4. The Agency shall permit representatives from the County, its designated committee(s) and/or agent(s) to visit all administrative offices or sites where its activities referred to in this Agreement are provided and shall make available for inspection upon reasonable notice all financial records relating to the funds received by the County pertaining to this Agreement.

5. The Agency shall maintain proper accounting procedures relative to the receipt and distribution of the funds received under this Agreement; and shall maintain all original bills,

vouchers, receipts, canceled checks and other financial records related to said funds for a minimum of six (6) years after the expiration of the term of this agreement.

6. The Agency shall permit representatives from the County, its designated committee(s) and/or agent(s) to perform both pre and post-audits upon reasonable notice of the books of account and all other financial records of the Agency with respect to the expenditures made or expenses incurred pursuant to this Agreement. The County shall be entitled to recover any amounts paid to the Agency pursuant to this Agreement that are subsequently disallowed pursuant to such audit.

7. The Agency agrees to maintain in full force and effect during the term of this Agreement commercial general liability insurance in the form, term, and content satisfactory to the standards established by the County and naming the County as an additional insured and shall provide a certificate of insurance evidencing the same prior to the execution of this Agreement. And the Agency agrees to indemnify and hold harmless the County from claims, costs, damages, losses, attorney's fees, liabilities or injuries to persons or property, of whatsoever kind or nature arising out of the services performed by the Agency under the terms of this agreement.

8. Prior to the execution of this Agreement, the Agency shall provide satisfactory certificates showing compliance with New York Workers' Compensation Law, evidencing on New York State prescribed certificates that it carries or is exempt from: a) New York State Workers Compensation insurance and b) New York State Disability insurance.

9. The Agency shall carry out its activities in compliance with all applicable laws, rules and/or regulations.

10. This Agreement or its right, title, or interest therein may not be assigned, transferred, conveyed or otherwise disposed of by the Agency without the written consent of the County.

11. The term of the agreement shall be from March 1st, 2026 through December 31, 2026.

Motion by Mr. Petersen, 2nd Ms. McGrath authorizing the Supervisor to sign this agreement with Yates County, carried by all.

Supervisor presented a proposal of Williamson Law for Payroll Services beginning in July. The Williamson Law bookkeeping software would be compatible with the payroll software to streamline accounting.

Motion by Ms. McGrath 2nd Mr. Henderson; authorizing Supervisor to sign contract, carried by all.

Supervisor presented an amendment to 2023 Proposal for Engineering services of CPL for both the Map Plan Report and the Environmental

Report for \$6,000. USDA has additional requirements that need to be added to the MPR.

Motion by Ms. McGrath, 2nd Mr. Miller, authorizing the Supervisor to accept the proposal by signature, carried by all.

Highway Report- Deputy Hwy Supt. Josh Wood.

Springtime maintenance on trucks, removing plows and sanding equipment. OSHA mandatory training Thursday in Benton Highway Barns. Replace 30" x 50' plastic crossover pipe on Townline road. Metal pipe removed was rusted through.

Ditching work has begun. Saturday is Community Cleanup Day, Josh will attend with Town pickup to remove trash collected.

Code Report- 1 C of C, 1 Site Plan, 1 Area Variance, 1 Subdivision, 2 Site Visits, 3 days at RIT for 24 hours in service training.

Traveled 288 Miles.

Assessor Report- Submitted Tentative Roll, research calculation of Fire Districts and Ag exemptions. Grievance Day planned for May 28th from 4-8 pm. Expressed her appreciation for new deck and file cabinet.

Water District 1- Submitted by Jayson Hoover

Fire Dept Report- Submitted by Chief Jeremey Henries

Water Committee- Linda Downs tendered her resignation from the committee in March. Grant Downs stated he would be interested in filling the vacant seat.

Supervisor appointed Grant Downs to the Water Committee,

Perry Pt WD 2- Gary McIntee inquired as to the timeline schedule to move forward with Perry Point Water project. Supervisor is working with Engineer and Town Attorney on the next steps in moving forward.

Grant Downs gave update on progress of collecting memorabilia for 175th time capsule. Plans are to have photos of officials taken before next months meeting for capsule. Discussion on size of pipe needed. Working with Karen Hudson Pipe suggestions is for 15" pipe with end cap possibly 3-4' long.

Discussion on burial site either the public beach property near bathhouse or (former railroad station site) Geneva Street and Main Street at Village public park site.

Reminder Town wide Roadside clean up for Earth day April 18 2026
LULA Land Use training April 27 6PPM at Yates County Auditorium.
Repeat of last month meeting.

Supervisor presented **Charter Communications Franchise Agreement**, In the Matter of the Granting of a Cable Television Franchise Held by Spectrum Northeast, LLC in the Town of Torrey, County of Yates, New York

An application has been duly made to the Board of the Town of Torrey, County of Yates, New York, by Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications, Inc. ("Charter"), a limited liability company organized and existing in good standing under the laws of State of Delaware doing business at 815 Erie Blvd E, Syracuse, NY 13210, for the approval of a renewal agreement for Charter's cable television franchise for fifteen (15) years commencing with the date of approval by the Public Service Commission. The franchise renewal agreement would bring the franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, and certain court rulings.

Supervisor closed the public hearing on Charter Communication Franchise Agreement. No vote recorded as this hearing was not in compliance with Public Service Commission notification policy. A Public Hearing on Charter Communications Franchise Agreement will be held May 12, 2026 at 7:30 in the Town meeting room. Legal Notification must appear in a Town designated newspaper per Public Service Commission.

Respectfully submitted,

Betty Daggett- Town Clerk