

**TOWN OF MOUNT MORRIS
TOWN BOARD MEETING AND PUBLIC HEARING MINUTES
FEBRUARY 20, 2025**

PRESENT

Supervisor: David DiSalvo

Deputy Supervisor: Don Huff

Councilmembers: Joseph Rawleigh, Jeff Coniglio, Nate Guzzardi (joined after the meeting commenced)

Others in Attendance: Acting Highway Superintendent Milton Smith, Code Enforcement Officer Shawn Grasby

Community Members: Gretchen Saunders, Johnna and Karl Schrier, Spencer DiSalvo, Pete DiSalvo, Kelly Bacon, Chad Woodworth, Matthew and Patrick Scully, Crik Christophell, Steven Zoller

CALL TO ORDER

The meeting was called to order at 6:00 PM by Supervisor David DiSalvo at the Mount Morris Town Hall.

Supervisor DiSalvo led the Pledge of Allegiance.

APPROVAL OF MINUTES

Regular Meeting – January 16, 2025

Motion by Deputy Supervisor Huff, **Seconded** by Councilmember Rawleigh

Vote: Aye 4 (DiSalvo, Huff, Rawleigh, Coniglio) | No 0

Motion Carried

ROAD USE AGREEMENT – EDF RENEWABLES

Motion to approve the Supervisor signing the Road Use Agreement and any related documents by Deputy Supervisor Huff

Seconded by Councilmember Rawleigh

Vote: Aye 4 (DiSalvo, Huff, Rawleigh, Coniglio) | No 0

Motion Carried

Deputy Supervisor Huff requested a list of the roads, including the amount allocated for each and which roads received appropriations.

Councilmember Rawleigh mentioned that this information was provided a few months ago during their discussions. **Supervisor DiSalvo** said he would get the detailed copy to the Deputy Supervisor.

PUBLIC HEARING – CONTINUATION OF LOCAL LAW NO. 1 OF 2025

The public hearing continued regarding **Local Law No. 1 of 2025**.

• **Public Comments:**

- **Crik Christophell** raised the concern that solar projects should not only be restricted from **prime farmland**, but also from **state-significant farmland**.
- He also suggested that the decision to designate land as "prime farmland" should be made by **soil experts**, not the **Code Enforcement Officer (CEO)**.
- Additionally, **Crik** emphasized that the regulations for **fence height** and **vegetative buffers** should be stricter. He recommended that the **buffer areas** be expanded and that the height requirements for fences be better enforced, especially for larger solar projects.
- **Matthew Scully** questioned the **10-acre limit** for solar projects, asking why the town is imposing such a restriction. **Supervisor DiSalvo** explained that the 10-acre rule was designed to limit solar development while ensuring that each 10-acre plot can produce 2 megawatts of energy.

- **Steven Zoller** asked if the town's residents really want additional solar projects. **Supervisor DiSalvo** clarified that no new requests for solar developments have been received, except for one pending project that is held up due to power grid issues.
- **Shawn Grasby** (Code Enforcement Officer) expressed concerns about the **CEO's role** in determining whether land is prime farmland and supported the idea of **planning boards** being responsible for such decisions during **site plan reviews** instead of the CEO.
- **Shawn** also suggested the Board check with legal counsel regarding the **Supreme Court ruling** which categorized solar as a utility, and how it might affect local control over solar installations.
- **Supervisor DiSalvo** assured that all feedback from the public will be reviewed before any final amendments to the law are made. He further clarified that larger solar projects (over 10 megawatts) are governed by **Article 10** of the state law, and are beyond the town's jurisdiction.

SUPERVISOR'S REPORT

Motion by Councilmember Rawleigh, **Seconded** by Councilmember Coniglio

Vote: Aye 5 (DiSalvo, Huff, Guzzardi, Rawleigh, Coniglio) | No 0

Motion Carried

AMBULANCE REPORT

- **105 calls** were made, including **28 BLS** (Basic Life Support) and **24 ALS** (Advanced Life Support) cases.

HIGHWAY REPORT

- **Acting Highway Superintendent Milt Smith** reported on **ongoing road maintenance efforts**.
- He also stated that they have had issues with **salt availability** and were denied salt for road maintenance from American Rock Salt.
- **Acting Superintendent Smith** reported that one of the newer trucks nearly tipped over into a ditch when a worker lost control while shelving. The situation required two major tow trucks, one equipped with a crane, to recover the truck.
 - Currently, there has been no significant damage identified.
 - A claim has been filed through the insurance to cover both the crane equipment and any potential damage to the truck.

Questions:

- **Councilmember Guzzardi** inquired about the truck's frame.
 - **Acting Superintendent Smith** confirmed that the frame appears to be in good condition. However, the arm of the wing was damaged quite severely.
 - **Councilmember Coniglio** asked whether the truck will be sent out for further inspection.
 - **Acting Superintendent Smith** stated that if necessary, the truck will be sent to Fleet Pride in Dansville for a more detailed evaluation.
- **Supervisor DiSalvo** said that the furnace pipe in the garage has been repaired, and a new blower is installed. The technician suggested replacing the other blowers. **Acting Superintendent Smith** mentioned there are four or five blowers, and each one costs around \$4,000.

CEMETERY REPORT

- **Supervisor DiSalvo** informed that the insurance company has responded, offering \$59,045 for the repairs to the stones damaged in the car accident.
- The plan is to repair one stone and replace the other.

- **Councilmember Rawleigh** inquired whether the replacement stone would match the original.
- **Supervisor DiSalvo** clarified that the replacement stone will not be made from the same material due to the high cost and rarity of the original stone.

RECYCLING & SOLID WASTE REPORT

- **Supervisor DiSalvo** reported speaking with **Kitt Ceronie**, the transfer station manager, regarding the electrical panel for the trash compactor.
 - The issue is that the panel keeps sticking, and the buttons are outdated.
 - **Kitt Ceronie** is reaching out to Waste Management to address the problem.
-

PLANNING AND ZONING REPORT

- **Councilmember Rawleigh** provided an update on the progress of the comprehensive plan, noting that the first few meetings have been focused on review.
 - During the most recent meeting, the group began working on zoning.
 - **Councilmember Rawleigh** mentioned that after completing zoning, they will revisit some aspects of the code.
 - **Clerk Woodworth** reminded **Councilmember Rawleigh** that both the code and zoning should be addressed during this review phase, emphasizing that now is the time to make any necessary changes to both.
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TOWN CLERK'S REPORT

Motion to accept the Town Clerk's report for the month of **January 2025** by Councilmember Rawleigh, **Seconded** by Councilmember Coniglio

Vote: Aye 5 (DiSalvo, Huff, Guzzardi, Rawleigh, Coniglio) | No 0

Motion Carried

STANDARD WORKDAY RESOLUTION

Motion to approve the Standard Workday Resolution by Deputy Supervisor Huff, **Seconded** by Councilmember Guzzardi

Vote: Aye 5 (DiSalvo, Huff, Guzzardi, Rawleigh, Coniglio) | No 0

Motion Carried

PUBLIC COMMENT

- **Tom Yorks** asked if the Challenger is being replaced.
 - **Acting Highway Superintendent Smith** confirmed that they are considering either replacing the Challenger or keeping it and getting a new mower. They are also getting a new broom attachment.
 - **Tom Yorks** suggested the possibility of using a quick attach for the Kubota tractor to mow and keeping the Challenger for the broom.
 - **Acting Highway Superintendent Smith** responded that the work needed to switch the attachment would be more work than it's worth.
 - **Karl Schrier** proposed a pull-type mower for the tractor.
 - **Acting Highway Superintendent Smith** explained that while Nunda is using a similar setup, it's not ideal for mowing ditches.
 - **Karl Schrier** countered by suggesting a mower that could handle both tasks with adjustable angles.
 - **Acting Highway Superintendent Smith** noted that the Challenger's frame is cracked and that the equipment is old.
- **Supervisor DiSalvo** mentioned that the funds for this purchase would come from leftover CHIPs money, which could be used for this purpose.
 - **Tom Yorks** raised the question of whether the CHIPs money would be better spent on road repairs.

- **Steve Zoller** inquired if the CHIPs money is currently in the bank.
- **Supervisor DiSalvo** explained that the money will be available once they sign off on the purchase.
- **Crik Christophell** asked if **Milt Smith** was appointed as the new highway superintendent.
 - **Supervisor DiSalvo** clarified that he is the interim highway superintendent.

AUDIT OF CLAIMS – ABSTRACT 1, YEAR 2025

- **General A (Vouchers 28-53):** \$17,729.33
Motion by Councilmember Rawleigh, **Seconded** by Councilmember Guzzardi
Vote: Aye 5 (DiSalvo, Huff, Guzzardi, Rawleigh, Coniglio) | No 0
Motion Carried
- **General B (Vouchers 9-17):** \$2,064.23
Motion by Councilmember Guzzardi, **Seconded** by Deputy Supervisor Huff
Vote: Aye 5 (DiSalvo, Huff, Guzzardi, Rawleigh, Coniglio) | No 0
Motion Carried
- **Highway DA (Vouchers 17-29):** \$21,307.78
Motion by Deputy Supervisor Huff, **Seconded** by Councilmember Rawleigh
Vote: Aye 5 (DiSalvo, Huff, Guzzardi, Rawleigh, Coniglio) | No 0
Motion Carried
- **SR Refuse (Vouchers 4-6):** \$2,933.23
Motion by Councilmember Rawleigh, **Seconded** by Councilmember Guzzardi
Vote: Aye 5 (DiSalvo, Huff, Guzzardi, Rawleigh, Coniglio) | No 0
Motion Carried
- **SS Sewer (Vouchers 2-4):** \$2,544.32
Motion by Councilmember Rawleigh, **Seconded** by Deputy Supervisor Huff
Vote: Aye 5 (DiSalvo, Huff, Guzzardi, Rawleigh, Coniglio) | No 0
Motion Carried
- **SW Water (Vouchers 6 & 8):** \$1,730.24
Motion by Councilmember Rawleigh, **Seconded** by Councilmember Guzzardi to approve SW Water minus voucher #7 for \$3600.00 payable to Edmunds Gov Tech for the water billing program.
Vote: Aye 5 (DiSalvo, Huff, Guzzardi, Rawleigh, Coniglio) | No 0
Motion Carried

EXECUTIVE SESSION

Motion to enter Executive Session at **6:40 PM** for personnel and contractual matters was made by **Councilmember Rawleigh**, **Seconded** by **Councilmember Coniglio**

Vote: Aye 5 (DiSalvo, Huff, Guzzardi, Rawleigh, Coniglio) | No 0

Motion Carried

- **Motion** to exit Executive Session at **7:03 PM**
Motion by **Councilmember Rawleigh**, **Seconded** by **Councilmember Coniglio**
Vote: Aye 5 (DiSalvo, Huff, Guzzardi, Rawleigh, Coniglio) | No 0
Motion Carried

ADJOURNMENT

Motion to adjourn the meeting at **7:04 PM**

Motion by **Deputy Supervisor Huff**, **Seconded** by **Councilmember Rawleigh**

Vote: Aye 5 (DiSalvo, Huff, Guzzardi, Rawleigh, Coniglio) | No 0

Motion Carried

Respectfully Submitted,

Chelsey Woodworth

Town Clerk

ATTACHMENTS

- Road Use Agreement
- Standard Workday Resolution

AGREEMENT REGARDING REPAIRS TO ROADS
FOR PHASE I

between
the Town of Mount Morris
and
Morris Ridge Solar Energy Center, LLC

This Agreement Regarding Repairs to Roads (the "Agreement") applies to the roadways specified below, and is between the Town of Mount Morris ("Town"), a municipal corporation, with principal offices located at 103 Main Street, Mount Morris, New York 14510, and Morris Ridge Solar Energy Center, LLC (the "Company"), with offices located at 15445 Innovation Drive, Sand Diego, California 92128. The Town and the Company are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties". Capitalized terms not otherwise defined in this Agreement shall meanings ascribed to them in the RUA.

WHEREAS, the Company and the Town entered into a Road Use Agreement ("RUA") dated August 31, 2021, which *inter alia* establishes the Parties' rights and obligations concerning the use of roads in the Town during the construction and operation of the Morris Ridge project, a solar-powered electric generating facility in the Town of Mount Morris, Livingston County, New York ("Facility").

WHEREAS, the RUA outlines the obligations of the Parties regarding road repairs, and in accordance with Section 6, the Town and Company can agree that the Town will make any repairs required by the RUA and the Company will pay the costs for said repairs.

WHEREAS, the Parties wish to enter into an agreement for repairs to the Roads specified below in accordance with the RUA at Section 6.

NOW, THEREFORE, Parties agree as follows:

1. This Agreement covers the cost of repairs to the Roads listed in RUA Exhibits A-1 and A-2, which the Parties agree were used by the Company during the construction of the Facility:
2. The Parties agree that the estimate of undertaking repairs to these Roads was negotiated between the Parties to be \$751,966.62 (Repair Estimate).
3. The Parties agree that the Company will pay the Town \$751,966.62 in accordance with the negotiated Repair Estimate, to be paid within 30 days after execution of this Agreement.
4. The Town agrees to take responsibility for repairing the Roads described in this agreement, therefore releasing Company's liability.
5. Town further agrees to issue Company a Receipt of Repair Estimate and Payment and Release from Road Repair Obligations in substantially the same form as represented in Exhibit A upon receipt of payment.
6. The Parties agree that this Agreement is not intended to and, does not constitute an admission of liability or fault on the part of either Party regarding the cause of the damage to the Roads.
7. The Parties agree that execution of this Agreement satisfies the intent of the RUA, that the Town will promptly issue a Completion Letter pursuant to the RUA and that Town will release the RUA security upon payment of Repair Estimate by Company as provided in Section 8d of the RUA.

IN WITNESS WHEREOF, the parties have caused their respective duly authorized officers to execute this Agreement under seal as of the date reflected hereon.

Dated: _____

Dated: _____

Town of Mount Morris

Morris Ridge Energy Center, LLC

By: _____

By: _____

RECEIPT OF REPAIR ESTIMATE PAYMENT AND RELEASE FROM ROAD REPAIR OBLIGATIONS

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN KNOW THAT the **TOWN OF MOUNT MORRIS**, a municipal corporation duly organized and existing under the laws of the State of New York, as **RELEASOR**, in consideration of the sum of Seven Hundred Fifty One Thousand, Nine Hundred and Sixty Six 62/100 US Dollars (\$751,966.62), and other good and valuable consideration, received from **MORRIS RIDGE ENERGY CENTER, LLC**, a limited liability company organized under the State of Delaware and authorized to do business in the State of New York, as **RELEASEE**, receipt of which is hereby acknowledged, forever releases and discharges RELEASEE, its successors and assigns, of any and all obligations and claims for damages or otherwise for repair of roads or road structures in the Town of Mount Morris relating to, or arising out of, in any way, the construction of Morris Ridge Energy Center and to hold RELEASEE harmless without responsibility for any damages incurred by the Town of Mount Morris as a result.

RELEASOR hereby covenants to RELEASEE, and its principals, officers, directors, affiliates, subsidiaries, employees, contractors, agents, members, and/or managers, that RELEASOR will not sue or otherwise assert a claim of any nature or description whatsoever against RELEASEE with regard to, or associated with, any claims for or arising out of repair of roads or road structures in the Town of Mount Morris related to RELEASEE'S use of roads or road structures in the Town of Mount Morris during the construction of the Morris Ridge Energy Center.

This Release may not be changed orally.

IN WITNESS WHEREOF, the RELEASOR has executed this Release on the ___ day of _____ 202_ .

TOWN OF MOUNT MORRIS
By : _____
Its:

STATE OF _____)ss:
COUNTY OF _____)

On the ___ day of _____, in the year 202_, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Office of the New York State Comptroller
NYSLRS
 New York State and Local Retirement System
 110 State Street, Albany, New York 12244-0001
 Please type or print clearly
 in blue or black ink

Received Date

Standard Work Day and Reporting Resolution for Elected and Appointed Officials

Employer Location Code

3 0 5 2 8

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

RS 2417-A
(Rev. 12/23)

BE IT RESOLVED, that the Town of Mount Morris / 30528 hereby established the following standard work days for these titles and will report the officials to the New York State and Local Retirement based on their record of activities:

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier-1
Elected Officials:									
David DiSalvo	xxxx	R13138063	Town Supervisor	01/01/2023-12/31/2025	6	5	<input type="checkbox"/>	Monthly	<input type="checkbox"/>
Chelsey Woodworth	xxxx	R12120162	Town Clerk	11/01/2022-12/31/2025	7.5	21.7	<input type="checkbox"/>	Bi-weekly	<input type="checkbox"/>
Appointed Officials:									
Brian Knapp	xxxx	R10249995	Assessor	9/30/2019-9/30/2025	6	10.96	<input type="checkbox"/>	Monthly	<input type="checkbox"/>
Shawn Grasby	xxxx	R10310506	Zoning/Code Officer	01/01/2025-12/31/2025	6	13.34	<input type="checkbox"/>	Monthly	<input type="checkbox"/>

I, Chelsey Woodworth (Name of Secretary or Clerk) secretary/clerk of the governing board of the Town of Mount Morris (Name of Employer) of the State of New York,

do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the 20th day of February, 2025 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Mount Morris on this 20th day of February, 2025

Chelsey Woodworth
 (Signature of Secretary or Clerk)

Affidavit of Posting: I, Chelsey Woodworth (Name of Secretary or Clerk) being duly sworn, deposes and says that the posting of the Resolution began on 02/21/2025 (Date) and continued for at least 30 days. That the Resolution was available to the public on the:

- Employer's website at: www.townofmtorris.com
- Official sign board at: 103 Main Street Mount Morris, NY 14510
- Main entrance Secretary or Clerk's office at: 103 Main Street Mount Morris, NY 14510 (for additional rows, attach a RS 2417-B form.)

(seal)