

REGULAR TOWN BOARD MEETING
December 12, 2023

The Regular Meeting of the Burke Town Board was held on December 12, 2023 at the Burke Town Court House. Supervisor Bill Wood declared the meeting to order at 6:00 P.M. The Pledge of Allegiance to the Flag was said.

Roll Call:	
Supervisor:	Bill Wood
Councilman:	Arnold Lobdell
	Tim Crippen
	Jim Otis
	Paddy Wheeler
Supt. of Highways:	Larry LaPlante
Town Clerk:	Judy Tavernier
Bookkeeper:	Linda Trudell
Code Officer:	Jim Dumont – Absent
Guest Speakers:	Anne Waling – Terra Gen

This Regular Meeting is being voice recorded by the Burke Town Clerk.

A motion to accept the October 24, 2023 budget meeting minutes with one correction was made by Tim Crippen and seconded by Jim Otis.

Roll Call: Arnold - aye, Jim - aye, Tim - aye, Paddy - aye, Bill - aye.

Minutes from the November 8, 2023 regular meeting were read and accepted on a motion by Arnold Lobdell and seconded by Paddy Wheeler.

Roll Call: Arnold - aye, Jim - aye, Tim - aye, Paddy - aye, Bill - aye.

There were no public comments at this time.

New Business:

1. Anne Waling, representative from Terra Gen provided an update for the project. Some studies and tests remain. Anticipate submitting applications by November or December next year.
2. Lorelei Miller, town justice submitted a letter of resignation effective 12/31/2023. Jim Otis made the motion to accept the resignation with thanks for her seven years of service and Tim Crippen seconded it. Roll Call: Arnold - aye, Jim - aye, Tim - aye, Paddy - aye, Bill - aye. Bill will contact the Association of Towns to explore options to fill the position until election.
3. Dog Control Officer – Two bids were received, however George Millard has since withdrawn his bid. Jim McHugh outlined his services for dog control with 2 options, one including mileage and one without. After discussion, it was decided to accept his bid of \$3,000.00, including mileage. He will be paid bi-annually in January and September. Dogs will continue to be sheltered at Bangor Animal Shelter. Tim Crippen made this RESOLUTION # 19-2023 to approve the contract with James McHugh. Paddy Wheeler seconded the motion.
Roll Call: Arnold - aye, Jim - aye, Tim - aye, Paddy - aye, Bill - aye.
4. The second payment for Mortgage Tax was received - \$8140.42, bringing the total this year to \$14,506.51.
5. Robert Ball submitted a proposed Tax Law Review for consideration. This was distributed for review.
6. Agricultural concerns – A portion of the NYS Agriculture & Markets law regarding farm use was read to address concerns.
7. Date was set for End-of-Year meeting – December 28th at 11:00 a.m.

Old Business:

1. John Carr is still working on air handling system for courthouse.
2. Snow and Ice Contract – Arnold Lobdell made a motion for RESOLUTION # 20-2023 for a one year contract only. Jim Otis seconded.
Roll Call: Arnold - aye, Jim - aye, Tim - aye, Paddy - aye, Bill - aye.
3. Ambulance Contract will also be a one year contract with all towns – Burke, Belmont, and Chateaugay.
4. Solar Projects: ORES approval has been received for Brookside Solar. Still need the PILOT agreement and Host Community. Burke Solar expects to have mechanical work done by 1/10/2024 and after work is approved, operational in 2024.
5. Town Justice Court Audit will be scheduled for January 24, 2024 at 5:30 p.m. Committee will be appointed.

No Highway Committee Report.

Highway Superintendent Report: Cold patching has been done. All equipment will not fit in the garage. Getting quotes for salt shed. 2018 Volvo – replaced headlight & brakes for inspection. Inspections also done on 2012 F-450, 2021 Volvo, and '04 Mack. Thermostat replaced on grader.

Code Officer Jim Dumont was absent so no report.

Financial Reports were reviewed. Jim Otis made a motion to pay off the remainder of the loan for the excavator. Paddy Wheeler seconded.

Roll Call: Arnold - aye, Jim - aye, Tim - aye, Paddy - aye, Bill - aye.

New truck remaining balance is approximately \$99,495. Tim Crippen made the motion to accept the Financial Reports. Paddy Wheeler seconded.

Roll Call: Arnold - aye, Jim - aye, Tim - aye, Paddy - aye, Bill - aye.

Arnold Lobdell made the motion to accept the bank reconciliation report. Tim Crippen seconded. Roll Call: Arnold - aye, Jim - aye, Tim - aye, Paddy - aye, Bill - aye.

Supervisor Bill Wood extended many thanks to Arnold Lobdell for his many years of dedication as Town Councilman.

No Public Comments were made.

Bills were paid.

A motion to adjourn at 7:35 P.M. was made by Jim Otis and seconded by Paddy Wheeler.

Roll Call: Arnold - aye, Jim - aye, Tim - aye, Paddy - aye, Bill - aye.

Respectfully submitted,



Judy Tavernier, Town Clerk

THIS AGREEMENT

Made this _____ Day of December 2023; Pursuant to the provisions of Section 114 of the Agriculture and Markets Law, by and between the Town and Village of BURKE, a municipal corporation in the State of New York, party of the first part and James McHugh, 31 Wood Lane, Owls Head, NY 12969, party of the second part.

WITNESSETH

That the party of the second part, in consideration and payment to it by the party of the first part, the sum of money to be paid in the manner and the times hereinafter described, hereby covenants and agrees that:

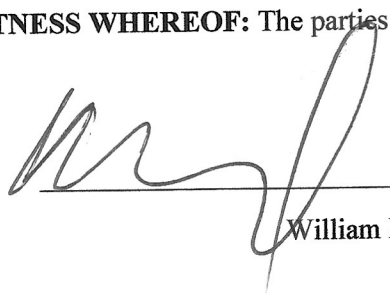
1. The party of the first part duly designates and appoints James McHugh to carry out the duties and responsibilities of the **Animal/Dog Control Officer** in the enforcement of the provisions of **Article #7 of the Agriculture and Markets Law**.
2. The party of the second part shall provide and maintain a shelter or pound for seized dogs and follow **Article #7 of the Agriculture and Markets laws** as to any regulations pursuant to seizure, holding, care, redemption, adoption, and disposition of seized dogs. This includes all violations of local laws pertaining to dogs within the municipality.
3. The party of the second part will file and maintain a complete record of all seizures and the subsequent disposition of any dog in the manner prescribed by the Commissioner of the Department of Agriculture and Markets as well as, any other records required by Article #7 or party of the first part.
4. In consideration of the performance by the party of the second part of the terms of this agreement, the party of the first part hereby agrees to pay the party of the second part the sum of \$ 3,000.00, which includes mileage for the period of January 1, 2024 through and including December 31, 2024, payable in two equal payments due in January and September.
5. The party of the second part shall house all dogs seized in the municipality at the Town of Bangor Sheltering, P.O. Box 337, County Route 8, Bangor, NY 12966. The Town of Bangor Sheltering shall collect and keep from the owner of any dog, dog claimed to be owned, whether or not identified as owned, a \$15.00 per day boarding fee. For dogs seized and/or required to be held by seizure, confinement, quarantine, order of the Health Department, Police Agency, Justice of the Peace, Dog Control Officer or for any other reason, The Town of Bangor Sheltering must house a dog owned, or claimed to be owned, by the complaint of another.
6. The party of the first part hereby agrees that this agreement covers dogs seized within the Town of Burke in violation of Article # 7 and any Local Town Dog Control Law. At the end of the mandated redemption period, said dog is no longer the property of the municipality, and shall be turned over to Town of Bangor Sheltering for adoption, turned over to another rescue entity, or euthanized.
7. The part of the second part and Town of Bangor Sheltering shall indemnify and hold the party of the first part harmless from and against any and all liabilities, suits, claims, demands, actions, proceedings, judgements, orders, costs and expenses, including reasonable attorney's fees, in any way relating to or arising from or out of the actions or omissions of the party of the second part, its officers, employees or agents, in the performance of the terms of this Agreement; party of the second part and Town of Bangor Sheltering shall name the party of the first part as an additional named insured on their liability insurance policy.
8. The party of the second part will properly care for all dogs in such shelter and will humanely euthanize or make available for adoption seized dogs not redeemed as provided in **Article #7 of the Agriculture and Markets Law**

and the **Municipality's Local Laws**. Such shelter shall at all times of the terms of this agreement be under the care and charge of a competent employee and shall be open to the public at reasonable hours.

This agreement shall commence on January 1, 2024 and shall continue and include December 31, 2024 .

IN WITNESS WHEREOF: The parties hereto have hereunto set their hands and seals this day and year first written above.

BY:



William K. Wood, Burke Town Supervisor

BY:

James McHugh, Dog Control Officer

STATE OF NEW YORK}

.ss:

COUNTY OF FRANKLIN}

On the ____ day of _____, 20____, 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 individual whose name is subscribed to the within instrument and acknowledged to me the she executed the same in her capacity, and that by her signature on the instrument, the individual , or the person upon behalf of which the individual acted, executed the instrument.

(SEAL)

RESOLUTION # 20-2023

The Town Board of the Town of Burke having met in a regular session at the Burke Town Court House in the Town of Burke on the 12th day of December at 6:00 P.M. in the year 2023.

The following resolution was moved, seconded and passed.

The motion was made by Arnold Lobdell and seconded by Jim Otis.

Roll Call: Arnold - aye, Jim - aye, Tim - aye, Paddy - aye, Bill - aye.

WHEREAS: The Town of Burke agreed to enter into a Municipal Snow and Ice Agreement with the Department of Transportation of Franklin County,

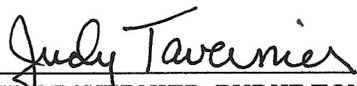
AND WHEREAS: The Department of Transportation of Franklin County is asking for a five year Snow and Ice Agreement beginning with the 2023/24 season.

NOW WHEREOF BE IT RESOLVED: The Town of Burke has agreed to accept a one - year Municipal Snow and Ice Agreement with the Department of Transportation of Franklin County for 2023 - 2024 year only.

The foregoing having received a unanimous vote was thereby declared adopted.

I, JUDY TAVERNIER, TOWN CLERK OF THE TOWN OF BURKE, COUNTY OF FRANKLIN, STATE OF NEW YORK, DO HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS ADOPTED BY THE BURKE TOWN BOARD ON THE 12TH DAY OF DECEMBER, 2023 AND THAT THE SAME IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD IN MY OFFICE AND OF THE WHOLE THEREOF.

IN WITNESS WHEREOF, I
HAVE SET MY HAND AND
SEAL THIS 12TH DAY OF
DECEMBER 2023.



JUDY TAVERNIER, BURKE TOWN CLERK