

The Regular Meeting of the Homer Town Board was held at the Town Hall located in the Village of Homer, on Wednesday October 8, 2025, in the town boardroom, with Supervisor Park presiding.

Members Present:

Supervisor, Michael R. Park,
Deputy Supervisor, Barry E. Warren
Councilmember, Sarah E. Head
Councilmember, Caleb J. Leach
Councilmember, Kevin M. Williams

Others Present: Town Clerk, Brooke L. Poli; Highway Superintendent, Kyle Bean; Attorney to the Town, Dan Ellis; Village Mayor, Patrick Clune. Attendees: Tim Malchak, Don Ferris, Miles Dudgeon, Michael Broughton, Sydney Lee from Cortland Standard.

Supervisor Park called the public hearing to order at 6:30 p.m. and opened with the pledge of allegiance. The below Proposed Local Law was reviewed and read.

LOCAL LAW NO. 2 OF 2025 A Local Law to Override the Tax Levy Limit for Fiscal Year 2026

Be it enacted by the Town Board of the Town of Homer as follows:

SECTION 1. AUTHORITY. This Local Law is enacted pursuant to subdivision 5 of N.Y. General Municipal Law §3-c (the “Property Tax Cap Law”), which expressly authorizes the Town Board to override the tax levy limit by the adoption of a local law approved by affirmative vote of sixty percent (60%) of the Town Board.

SECTION 2. PURPOSE. The purpose of this local law is to permit the Town Board to override the tax levy limit on the amount of property taxes that may be levied by the Town of Homer pursuant to the Property Tax Cap Law, and to allow the Town to adopt a budget for Fiscal Year 2026 that requires a real property tax levy in excess of the “tax levy limit” as defined by the Property Tax Cap Law. Such override is necessary and in the best interests of the Town.

SECTION 3. TAX LEVY LIMIT OVERRIDE. The Town of Homer Town Board is hereby authorized to override the Tax Levy Limit established pursuant to N.Y. General Municipal Law §3-c, for Fiscal Year 2026, and to adopt a budget for Fiscal Year 2026 that requires a real property tax levy in excess of the amount otherwise prescribed in N.Y. General Municipal Law §3-c.

SECTION 4. SEVERABILITY. If any clause, sentence, paragraph, section or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to said clause, sentence, paragraph, section or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such order or judgment shall be rendered.

SECTION 5. EFFECTIVE DATE. This local law shall take effect immediately upon its filing with the Secretary of State as provided in §27 of the N.Y. Municipal Home Rule Law.

As there were no public comments, Supervisor Park closed the public hearing.

Supervisor Park opened the next public hearing at 6:37 pm. The below Local Law was reviewed and read.

**LOCAL LAW NO. 3 OF 2025 OF THE TOWN OF HOMER
A LOCAL LAW ADOPTING A MORATORIUM ON CERTAIN SOLAR ENERGY
PRODUCTION AND STORAGE USES IN THE TOWN OF HOMER.**

BE IT ENACTED by the Town Board of the Town of Homer, Cortland County, New York as follows:

SECTION 1. TITLE

This local law shall be referred to as “A Local Law Adopting a Moratorium on Certain Solar Energy Production and Storage Uses in the Town of Homer.”

SECTION 2. AUTHORITY AND INTENT

Pursuant to the statutory powers vested in the Town Board of the Town of Homer by the New York State Constitution and New York Municipal Home Rule Law §10, to regulate and control land use and to protect the public health, safety and welfare of its residents, the purpose of this law is to maintain the status quo as to certain energy production and storage uses, namely the commercial installation of major solar energy systems and associated battery storage banks and other similar energy storage equipment. The present zoning regulations in the Town do not adequately address this type of energy production and storage as related to alternative energy systems such as major solar collection systems. The moratorium will stop the processing of applications for, and the issuance of any permits, certificates of occupancy and approvals for certain land uses relating to energy storage equipment for the above listed alternative energy systems as well as the installation of major solar installations as defined in the Town of Homer Zoning. The moratorium is for a period of six (6) months, allowing the Town Board to analyze and determine potential appropriate revisions and amendments to the Town of Homer Zoning Law concerning this use.

SECTION 3. LEGISLATIVE FINDINGS.

The Town of Homer Town Board does hereby find that without a temporary halt on the processing, permitting, and approvals for certain energy production and storage land uses there is the potential that such uses could be located in unsuitable areas within the Town and/or on particular lots without adequate dimensional regulations in place. The potential for the unsuitable location of, and lack of proper dimensional regulations, for such uses would have materially adverse and irreversible impacts on the Town.

The Town Board also finds that, given the fast rate of emerging technology, it is in need of time to perform the necessary comprehensive analysis of the potential types of energy production and storage facilities that could be located in the Town. By maintaining the status quo regarding such uses the Town Board can provide for the planned and safe orderly growth and development of the Town.

SECTION 4. MORATORIUM IMPOSED, APPLICABILITY.

For a period of six (6) months after the effective date of this local law, no new application may be processed and no permits, certificates of occupancy, approvals, denials, determinations or interpretations may be issued or granted for any land uses related to major solar energy systems or associated battery banks for alternative energy storage except for projects for which any application was pending in the Town of Homer prior to the effective date of this local law.

Land uses relating to “battery banks for alternative energy storage” shall be broadly construed to include any facility or equipment designed to store energy or electricity to be marketed, sold, or used for other than the power demands of the improvements on the property on which such facility is located. Not included within the scope of this moratorium are energy production and storage equipment and facilities designed to generate electricity or store power solely for the residential use of the improvements located on the same property or for the charging of residential automobile batteries.

This Local Law shall be binding on the Town Board, Planning Board, Zoning Board of Appeals, Building Inspector, all Town officials and employees, and any applicant or real property owner in the Town desiring to apply for or receive a permit, certificate of occupancy or approval in the Town of Homer. During the period of the moratorium, the Town Board shall endeavor to complete all reasonable and necessary review, study, analysis and, if warranted, revisions to the Town of Homer Zoning. During the period of the moratorium, no applications will be accepted, nor permits, certificates of occupancy or approvals issued, which would authorize development within the Town for land uses relating to major solar energy systems or associated alternative energy storage as described above. This moratorium shall not apply to any permit applications or prohibit the issuance of building permits, certificates of occupancy, determinations or interpretations related to projects for which any application was pending in the Town of Homer prior to the effective date of this local law.

SECTION 5. TERM

This moratorium shall be in effect for a period of six (6) consecutive months from its effective date. This Local Law shall be subject to renewal for a period of up to an additional six (6) months, if deemed necessary, by Resolution of the Town Board.

SECTION 6. EFFECT ON OTHER LAWS

To the extent that any law, ordinance, rule or regulation, or parts thereof, are in conflict with the provisions of this Local Law, including all provisions of Article 16 of the New York State Town Law concerning special use permit, site plan, building permit and certificate of occupancy procedure and requirements, this Local Law shall control and supersede such law, ordinance, rule or regulation during the term of the moratorium.

SECTION 7. VARIANCE

Due to the limited scope and duration of this moratorium, there is no provision being made in this Local Law for any waivers to its applicability. However, any property owner affected by this moratorium may apply to the Zoning Board of Appeals and make use of existing use variance procedures under the Town of Homer Zoning Law to seek relief from the restrictions of this local law.

SECTION 8. PENALTY FOR OFFENSES

Any person who shall violate a provision of this local law, shall be guilty of a violation and subject to a fine not to exceed \$1,000 per offense. Each week of persisting violation shall be deemed a separate offense. It shall be the duty of the Code Enforcement Officer and Zoning Enforcement Officer to enforce the provisions of this local law. The Town shall be entitled to injunctive relief to cease any and all such violations which conflict with this local law and shall be entitled to an order directing the removal of any construction or improvements which have been deemed to violate this local law.

SECTION 9. SEVERABILITY

If any clause, sentence, paragraph, section, or part of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall be confined in its operation to the clause, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered, and the remaining provisions shall remain in full force and effect.

SECTION 10. EFFECTIVE DATE

This Local Law shall take effect immediately upon its filing with the Secretary of State in accordance with New York Municipal Home Rule Law.

As there were no public comments, Supervisor Park closed the public hearing at 6:50 pm.

The Regular Meeting opened at 6:50 pm.

Town Clerk introduced new Deputy Town Clerk, Lindsey VanHubert, who is scheduled to start next week. She was selected following and interview process and the interview board was impressed with her qualifications and commitment to the community. Lindsey is a Homer graduate who recently moved back to the area to raise her family.

Lindsey VanHubert was officially sworn in by Town Clerk Poli during the meeting as the new Deputy Town Clerk, Deputy Tax Collector, and Deputy Registrar.

MONTHLY MEETING MINUTES

Councilmember Head made a motion, seconded by Councilmember Leach to approve the Draft Regular Town Board Meeting minutes of September 10, 2025. All voting aye, the motion carried. **RESOLVED: to approve the Draft Regular Town Board Meeting minutes of September 10, 2025.**

MONTHLY BILL PAY

General bills were approved as audited by Councilmember Williams, motioned by Councilmember Williams, to approve the general fund vouchers for payment, seconded by

Councilmember Head; All voting aye, the motion carried. **RESOLVED: That General Fund, abstract #10, vouchers #275 through #318 totaling \$360,342.17 are approved for payment.**

Highway bills were approved as audited by Councilmember Leach, motioned by Councilmember Leach, to approve highway fund vouchers for payment, seconded by Deputy Supervisor Warren; All voting aye, the motion carried: **RESOLVED: that Highway Fund, abstract #10, vouchers #130 through #138 all totaling \$43,694.00 are approved for payment.**

WRITTEN DEPARTMENT REPORTS

Councilmember Head made a motion, seconded by Councilmember Leach, to receive and file the following monthly September reports as presented:

1. The Code Enforcement Officer- September 2025
 2. Town Clerk- September 2025
 3. Fire Chief- September 2025
 4. Dog Control Officer- September 2025
 5. Superintendent September 2025
 6. Supervisor September 2025
- All voting aye, the motion carried.

PRIVILEGE OF THE FLOOR

There were no public comments.

AGENDA ITEMS

Highway Superintendent Bean reported the highway department has been working on organizing and cleaning the garage. They also ordered all their salt for the year, oiled and stoned roads, and assisted other towns. There was discussion on hosting an open house at the highway garage on a Saturday from 10-2 pm to see the progress of completed projects. There was discussion on purchasing a new salt spreader.

Councilmember Leach made a motion, seconded by Councilmember Leach, to authorize the purchase of a new 8-foot Boss Pintle chain feed poly spreader in the amount of \$7825.00. All voting aye, the motion carried. **RESOLVED: to approve the purchase of an 8-foot Boss Pintle Cahn Feed Poly Spreader in the amount of \$7,375.00.**

Councilmember Williams made a motion, seconded by Councilmember Head, to approve and authorize the temporary discontinuance of maintenance of seasonal limited use highways in the Town of Homer. All voting aye, the motion carried. **RESOLVED: to approve and authorize the temporary discontinuance of maintenance of seasonal limited use highways in the Town of Homer.**

AUTHORIZING TEMPORARY DISCONTINUANCE
OF MAINTENANCE OF SEASONAL LIMITED USE HIGHWAYS
IN THE TOWN OF HOMER

Highway Superintendent Kyle Bean has designated certain portions of Town highways as seasonal limited use highways and is hereby authorized by the Homer Town Board to temporarily discontinue snow and ice removal and maintenance on those town highways from December 1st, 2025, to April 1st, 2026, as follows:

Foster Road	.50 miles
Burhans Road	.50 miles
Wolf Road	.25 miles
Grange Road	.75 mile from Rice Road to Brake Hill Road
Brake Hill Road	.50 miles
Rice Road	.50 miles
Carroway Hill Rd	.25 miles
McDonald Road	.25 miles
Sessions Hill Rd	2.50 miles

Vern King Road	.75 miles from house #5799 to Sessions Hill Road
Maxson Road	1.70 miles from Sessions Hill
Forbes Road	.87 miles
Chapman Road	.75 miles
Searls Road	.50 miles
Dillon Road	.25 miles

Superintendent Bean and highway employees were thanked for installing the parking signs at the town hall.

The 2026 preliminary budget was reviewed and there was discussion on a 41% tax levy increase which translates to .55 per thousand. The tax increase will be from \$1.34 to \$1.89 which would total \$2.32 to \$2.87 tax rate. The town is losing \$160,000 .00 in sales tax and the only way to make up for the loss is by raising taxes. The board reviewed other financial increases for the town including an 18% increase in health insurance and a 20% increase in property insurance.

Councilmember Williams reviewed information and various facts including no tax increases over the past 12- 15 years for the Town of Homer.

Councilmember Williams made a motion, seconded by Councilmember Leach, to approve Local Law #2 of 2025 to override the tax levy limit for the fiscal year 2026. All voting aye, the motion carried. **RESOLVED: to approve Local Law #2 of 2025 to override the tax levy limit for the fiscal year 2026.**

Supervisor Park made a motion, seconded by Deputy Supervisor Warren, to set a public hearing to adopt the 2026 preliminary budget for the Town of Homer on November 12, 2025, at 6:30 pm. All voting aye, the motion carried. **RESOLVED: to set a public hearing to adopt the 2026 preliminary budget for the Town of Homer on November 12, 2025, at 6:30 pm.**

Town Clerk Poli updated new blinds were installed in the town clerk's office, the supervisor's office, and the town board room. She also stated deputy clerk Kotas is still out of the office and reported she is anticipating the start date for the new Deputy Town Clerk Lindsey VanHubert next week. No further updates were given.

Councilmember Head made a motion, seconded by Councilmember Leach, to approve the employee agreement signed with new Deputy Town Clerk, Lindsey VanHubert, based on 35 hours per week at a yearly salary of \$44,863.00. All voting aye, the motion carried. **RESOLVED: to approve the employee agreement signed with new Deputy Town Clerk, Lindsey VanHubert, based on 35 hours per week at a yearly salary of \$44,863.00.**

There was discussion on a 2025 conference that Historian Sweeney requested to attend, as he was up for an award in Cazenovia, New York. There would need to be budget adjustment as the historian account was over budget.

Deputy Supervisor Warren made a motion, seconded by Councilmember Leach, to adjust the budget by \$900.00 to cover Historian Sweeney's 2025 Conference he requested to attend. All voting aye, the motion carried. **RESOLVED: to adjust the budget by \$900.00 to cover Historian Sweeney's 2025 Conference, he requested to attend.**

Councilmember Williams made a motion, seconded by Councilmember Head, to authorize the supervisor to sign the below Escrow Agreement for the Payment of Municipal Engineering, Consulting, Legal Expenses and other Agency Fees Agreement. All voting aye, the motion carried. **RESOLVED: to authorize the supervisor to sign the Escrow Agreement below for the Payment of Municipal Engineering, Consulting, Legal Expenses and other Agency Fees Agreement.**

ESCROW AGREEMENT FOR THE PAYMENT OF MUNICIPAL ENGINEERING, CONSULTING, LEGAL EXPENSES AND OTHER AGENCY FEES

This Escrow Agreement for the Payment of Municipal Engineering, Consulting, and Legal Expenses (the "Agreement") is made effective as of the date written below by and between the

TOWN OF HOMER, a municipal corporation with its principal office located at 31 North Main Street, Homer, New York 13077 and SCOTT ROAD SOLAR, LLC. a limited liability company with offices at 143 West Street Suite C201 New Milford, Connecticut 06776 (the “Applicant”).

WHEREAS, the Applicant is requesting that the Town approve the Site Plan for a large scale solar farm described as Scott Road Solar (“the Project”); and

WHEREAS, the Town has or will retain an engineering firm, consultants, and legal counsel (collectively the “Third-Party Professionals”) to assist in its review and oversight of the Project; and

WHEREAS, the Town may be charged fees, costs and expenses by other agencies as a result of their review of the Project (the “Other Agency Fees”)

WHEREAS, the Applicant has offered and the Town has accepted the Applicant's offer to reimburse the Town for (1) its reasonable and documented out-of-pocket expenses that the Town will incur in the review and oversight of the Project by its Third-Party Professionals, and (2) any Other Agency Fees charged to the Town.

NOW THEREFORE, in consideration of the mutual promises herein, the Town and Applicant agree as follows:

1. (a) Applicant shall reimburse the Town for its documented out-of-pocket engineering, consulting, and legal fees reasonably incurred by the Third-Party Professionals in connection with the Project, including but not limited to services required to review the Project under local, state and federal laws, Conditional Permit review, site plan and/or variance reviews, technical document reviews, SWPPP review, all reviews undertaken pursuant to the New York State Environmental Quality Review Act, baseline soil sampling, completion of the pre-construction road survey, and construction phase inspections for the development of a Solar Energy System. Said reimbursements shall be for services provided beginning on August 1, 2025, through final action by the Town concerning the Project or completion of construction if the project permit is approved.

(b) Applicant shall also reimburse the Town for its documented Other Agency Fees charged to the Town. Said reimbursements shall be for all Other Agency Fees provided beginning on or about the date of this Agreement, through final action by the Town concerning the project or completion of construction if the project permit is approved.

2. (a) The Town has designated as of this Agreement’s effective date the Third- Party Professionals to be Tim Buhl, P.E. as the consulting engineer and Daniel Ellis, Esq. as its legal counsel, and the Cortland County Soil and Water Conservation District as its consultant for SWPPP review. The Town retains the right to designate additional and other firms in its sole discretion.

(b) Upon the Town becoming aware of potential Other Agency Fees, it will attempt to notify the Applicant by email or telephone of such potential. The Town’s failure to provide such notice shall not excuse payment of the Other Agency Fees out of the monies held in escrow by the Town pursuant to this Agreement.

3. Within fifteen (15) business days of the execution of this Agreement, Applicant shall deposit the sum of TWENTY THOUSAND Dollars (20,000) (“Escrow Deposit”) with the Town Supervisor, who shall hold these and potentially additional funds in escrow (the “Escrow Funds”) for payment of the Third-Party Professionals and Other Agency Fees. The Applicant shall make such Escrow Funds available to the Town in the form of a check.

4. If the initial Escrow Deposit, or any additional deposit made thereafter, is reduced to the sum of One Thousand Dollars (\$1,000.00) or less, as a result of payments made to the Third-Party Professionals or Other Agency Fees, the Town shall notify the Applicant in writing of the remaining balance of the Escrow Fund with an accounting of all monies expended since the last notification including the name of the payee, amount, invoice date and payment date. Within fifteen (15) business days of Applicant's receipt of such notification, the Applicant shall deposit an additional Five Thousand Dollars 00/00 (\$5,000.00) into the account.

5. The invoices from the Third-Party Professionals shall be submitted on a monthly basis to the Town in accordance with the Town’s normal practices. The invoices for Other Agency Fees will be submitted in accordance with the other agencies’ invoicing procedures. Upon

approval of an invoice by the Town Supervisor, the Town shall disburse funds from the Escrow Fund account for payment of the approved monthly invoices. Copies of all invoices shall be provided to the Applicant upon request, except that any specific time-entries may be withheld or redacted to the extent required to preserve attorney-client privilege or the confidentiality of specific advice, as the Town may decide in its sole discretion.

6. In the event that any funds are disbursed from the Escrow Fund by the Town for Third-Party Professional expenses or services that are not in connection with the Project or that are otherwise unreasonable or undocumented ("Out of Scope Disbursement"), the Town shall within fifteen (15) business days deposit an amount equal to the funds so disbursed in connection with the Out-of-Scope Disbursement into the Escrow Fund account.

7. This Agreement shall not be construed as Town approval of the Project, or any commitment by the Town to otherwise authorize or allow the Project, or to obligate the Town to otherwise proceed with consideration of the Project.

8. The services provided by the Third-Party Professionals hereunder shall be limited to those services required to assist the Town in its review and oversight of the Project.

9. Upon final action by the Town concerning the Project, or completion of construction if the project permit is approved, and payment of any outstanding and approved invoices from the Third-Party Professionals or for Other Agency Fees, any monies remaining in the Escrow Fund account shall be within thirty (30) business days returned to the Applicant and this Agreement shall then immediately terminate.

10. This Agreement may be executed in any number of counterparts and electronic facsimiles, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

11. This Agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

Supervisor Park updated the lower-level progress. The new water line and sewer connection have been successfully installed, with assistance from the village. The gas service and boilers are hooked up in preparation for cold weather. Dust control issues have been discussed and addressed. Demolition is almost complete, after which the project pace is expected to increase. Supervisor Park composed spread sheets to track spending for lower-level projects.

Supervisor Park discussed the homer solar project and the negotiations for a host agreement and is pushing for a 50 percent share of the revenue. The project will cover 600 acres out of the 2,300 acres encompassed.

Deputy Supervisor Warren made a motion, seconded by Councilmember Leach, to approve and authorize the supervisor to sign the updated cleaning contract for the town hall for the upcoming year 2026 with Absolutely Clean for \$180.00 per week. All voting aye, the motion carried. **RESOLVED: to approve and authorize the supervisor to sign the updated cleaning contract for the town hall for the year 2026 with Absolutely Clean for \$180.00 per week.**

The town received a contract from Spectrum Northeast that requires review and approval. The town board can schedule the hearing but is not obligated to vote on the contract at that time if they are not ready. A public hearing was scheduled for November 11, 2025, to review the contract.

Attorney Ellis did not have any further updates.

As there was no further business, the meeting adjourned at 7:57 pm.

Respectfully Submitted,
Brooke L. Poli

