

York Town Board Meeting

June 9th, 2026

7:00 p.m.

Present: Supervisor Gerald L. Deming, Councilmen: Frank Rose Jr., Amos Smith, Jay Swede, and John Morgan.

Others: Dwight Kanyuck (Town Attorney), Carl Peter (Code/Zoning officer), George Worden (Highway Superintendent), Dustin Geiger (chair of Zoning Board of Appeals)

Sign in sheet:

Town Board Meeting

7pm 06/09/2026

Sign in attendance

PLEASE PRINT

1. Megan Crowe, Livingston Co.
2. Sinclair QoS, Livingston County
3. Justin Zagorski, ECC Technologies
4. Finn Robertson, Livingston County
5. Carl Peter
6. Emil Conable
7. David Deuel
8. George Hynes
9. ROBERT HYNES
10. Dustin Geiger
11. Quincy Paul
12. Ned Edwards
13. Marjann Beissig

Supervisor Deming opened the Town Board meeting at 7:00 p.m. and invited Councilman Rose to lead in the Pledge of Allegiance.

MINUTES:

RESOLUTION offered by Mr. Smith and seconded by Mr. Swede to approve the minutes of the May 12th 2026, 7pm Board meeting. Voted on and approved, Yes-5, No-0.

BILLS:

RESOLUTION offered by Mr. Smith and seconded by Mr. Morgan to approve all claims brought before the Board. Voted on and approved, Yes-5, No-0.

• General Fund Claim	#161 - 190	\$ 14,004.97
• Highway	#97 - 117	\$ 29,043.51
• Consolidated Water/Sewer	#134 - 160	\$ 30,774.65
• Youth	#7 - 7	\$ 350.00

Privileges of the Floor:

- 1) Megan Crowe – Livingston County Planning Director – Light Up Livingston



Light Up Livingston – York

6/9/2026 – Town hall meeting

Project Background

The Light Up Livingston (LUL) project is supported by a grant awarded to Livingston County through New York State's ConnectALL Municipal Infrastructure Program and the U.S. Department of Agriculture's ReConnect grant program. The funding represents a multi-million dollar investment in the region's digital future. Livingston County has partnered with Empire Fiber Internet; Hunt Engineers, Architects, & Surveyors; and other experienced providers to deliver a 100% fiber optic network designed for reliability. Once complete, the project will significantly expand access to affordable, high-speed internet in previously underserved areas. The Light Up Livingston Initiative implemented the following process to further broadband expansion in Livingston County:

- LUL set a goal to ensure ALL Livingston County Residents have access to high-speed internet at an affordable price.
- Form Partnerships with local internet service providers and utilize grant fundings to expand broadband to *Underserved* areas.
- The first grant opportunity was USDA Reconnect that resulted in a Public Private Partnership with Empire Access and \$11M in funding to expand services.
- The second opportunity came with the Municipal Infrastructure Program where the Public Private Partnership was continued with Empire and \$26M was awarded to Livingston County. The project utilizes ARPA funds and must be done by December 31st, 2026.
- 803 addresses (656 residences) will be eligible for fiber optic internet service in the town of York as a result of the two projects.
- MIP Installations are covered by grant funds in 2026. The County has set up a website that provides project updates and residents can be redirected to Empire's website to request service.

USDA Backbone

The USDA Backbone runs in a circular circuit around the county, traversing the town of York roughly from Northwest to Southeast. This cable will facilitate distribution cables for the remainder of the USDA Reconnect Project and the Municipal Infrastructure Project. Construction is complete and distribution cables are currently being constructed and fed from the USDA Backbone cable. This cable will serve approximately 349 addresses along 20 miles (105,600 Linear Feet) of network, due to the County Planning Department receiving a waiver from the USDA allowing service in Non-Funded Service Areas. The USDA only allows service to be provided with defined service area, not customers "along the way". Livingston County received permission to provide service outside the defined service areas using the USDA Backbone.

USDA Backbone

Anderson Road

- 21 Addresses on route
- 1.24 Miles of fiber

Chandler Road

- No addresses on route
- .15 Miles of fiber

Craig Road

- 29 Addresses on route
- 3.22 Miles of fiber

Ellicott Road

- 40 Addresses on route
- 1.26 Miles of fiber

Flats Road

- 17 Addresses on route
- .91 Miles of fiber

Genesee Street (Route 63)

- 120 Addresses on route
- 2.83 Miles of fiber

Limerick Road

- 13 Addresses on route
- .76 Miles of fiber

Linwood Road

- 18 Addresses on network
- 2.23 Miles of fiber

Main Street (Route 36)

- 15 Addresses on route
- 1.01 Miles of fiber

Retsof Road

- 49 Addresses on route
- 2.11 Miles of fiber

River Road

- 13 Addresses on route
- 1.26 Miles of fiber

Stewart Road

- 14 Addresses on route
- 2.27 Miles of fiber

Walker Road

- No addresses on route
- .03 Miles of fiber

USDA Distribution Routes

Anderson Road

- 11 Addresses on route
- 0.61 Miles of fiber

Batzing Road

- 23 Addresses on route
- 2.83 Miles of fiber

Casey Road

- 11 Addresses on route
- .87 Miles of fiber

Craig Road

- 16 Addresses on network
- 1.61 Miles of fiber

Dow Road

- 8 Addresses on route
- 1.49 Miles of fiber

Federal Road

- 31 Addresses on route
- 2.49 Miles of fiber

Fowlerville Road

- 65 Addresses on route
- 1.86 Miles of fiber

Linwood Road

- 27 Addresses on route
- 2.02 Miles of fiber

MacIntyre Road

- 25 Addresses on route
- 1.08 Miles of fiber

McVean Road

- 12 Addresses on network
- 1.01 Miles of fiber

Morrow Lane

- 3 Addresses on route
- .20 Miles of fiber

Mount Pleasant Road

- 11 Addresses on route
- 1.07 Miles of fiber

River Road

- 9 Addresses on route
- 1.06 Miles of fiber

Telephone Road (Route 20)

- 22 Addresses on route
- 1.21 Miles of fiber

York Road East

- 8 Addresses on route
- .86 Miles of fiber

York Road West

- 8 Addresses on route
- .75 Miles of fiber

Municipal Infrastructure Program

Leveraging the USDA infrastructure, Livingston County applied for the Municipal Infrastructure Program with the goal of serving all remaining unserved addresses within the County. The County was awarded \$26M in funding from MIP. This program must be completed by December 31st 2026. The program is address based and includes installation funds regardless of distance from the road, there are 166 eligible addresses within the town of York.

The following is a breakdown of the work occurring in the town:

Main Street (Route 36)

- 12 MIP Addresses
- .46 Miles of fiber

McPherson Road

- 4 MIP Addresses
- .77 Miles of fiber

Boyd Lane

- 8 MIP Addresses
- .06 Miles of fiber

Old State Road

- 21 MIP Addresses
- 3.3 Miles of fiber

Casey Road

- 4 MIP Addresses
- .53 Miles of fiber

Retsof Road

- 6 MIP Addresses
- .18 Miles of fiber

Chandler Road

- 41 MIP Addresses
- 1.95 Miles of fiber

River Road

- 1 MIP Address
- .46 Miles of fiber

Dow Road

- 10 MIP Addresses
- 1.03 Miles of fiber

Simpson Road

- 10 MIP Addresses
- 1.25 Miles of fiber

Federal Road

- 7 MIP Addresses
- .66 Miles of fiber

Telephone Road (Route 20)

- 11 MIP Addresses
- 1.73 Miles of fiber

Fowlerville Road

- 3 MIP Addresses
- .11 Miles of fiber

Wallace Road

- 7 MIP Addresses
- 1.10 Miles of fiber

Limerick Road

- 8 MIP Addresses
- .52 Miles of Fiber

York Road West

- 8 MIP Addresses
- 1.22 Miles of Fiber

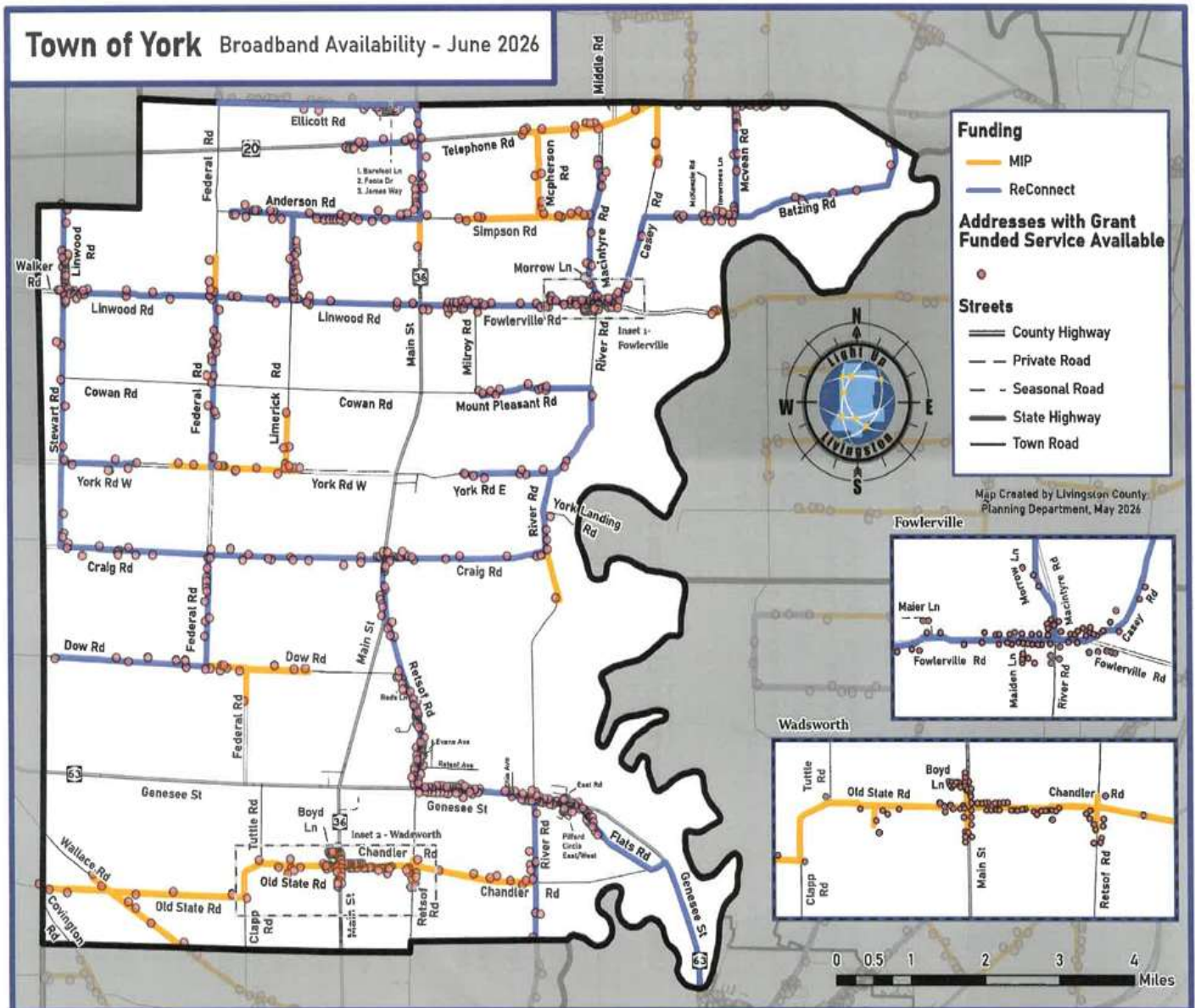
Updates and more

To learn more about the Light Up Livingston project, track construction progress, and pre-sign up for service, visit www.lightuplivingston.com.

Pre-signing up ensures that households will be among the first notified when service becomes available in their specific area. You can also visit Empire's website directly at

<https://shop.empireaccess.com/>

For specific questions please call 585-765-6909 or email Broadband@livingstoncountyny.gov.



A Better Internet Experience for Livingston County

Empire Fiber Internet is expanding fiber-optic internet access, with more than 100 communities already served.

Our goal is simple: fast, reliable internet that supports everyday life, work, and growth in the community.

We proudly serve communities across Pennsylvania and New York, and are partnering with local leaders to bring future-ready connectivity to Livingston County. This deployment of internet service is supported by a grant awarded to Livingston County by New York State through the ConnectALL program.



ConnectALL



Light Up
Livingston

Why Fiber Matters for Livingston Residents

Fiber-optic internet is the fastest, most reliable type of internet connection available. Unlike cable or 5G internet, fiber uses light to transmit data through glass cables, allowing for much higher speeds, lower latency, and consistent performance even during peak usage.

Improved Healthcare

Video conference without distortion.
Ideal for telehealth and virtual visits.

Boosts Local Economy

Supports jobs, businesses, and
growth within Livingston County.

Supports Student Success

With 99.99% uptime, our network provides
dependability students can rely on.

Fast, Reliable Internet

No lag. No Interruptions. Unlimited
devices. Perfect for work, school and
streaming.

About Empire Fiber Internet

Established in 1896 with a single telephone line in Prattsburgh, NY, Empire Fiber Internet has evolved into a leading communications provider serving New York and Pennsylvania.

At Empire Fiber Internet, it is our mission to create a connected future with the power of fiber technology - bridging the gap between possibility and success.

With a proven track record of delivering superior fiber internet, we're committed to bringing the best possible internet experience to Livingston County.

Why Empire Fiber Internet?

At Empire Fiber Internet, we are committed to bringing you the fastest, most reliable connection available. We understand that access to high-speed internet is essential for operating your household and carrying out every-day tasks. From our advanced fiber technology to our 24/7 customer care team, it is our priority to provide the internet experience you deserve.



Superior Internet Experience

Up to 2 Gig upload and download speeds, with 99.9% reliability. No lag. No buffering. No frustration.

Live Local Support

Friendly, real people when you need help, living and working in the communities we serve. Customer support is available 24/7.

No Strings Attached

Switching is easy with free installation, no contracts, and no hidden fees.

Full Network Control

Enjoy 24/7 control and access to your network with our user-friendly Empire CommandIQ App.

Construction Is Actively Underway!



Stage 1:
Planning



Stage 2:
Engineering



Stage 3:
Construction



Stage 4:
Installation



Stage 5:
Happiness

What to Expect with Construction

1. Our crews will be installing fiber both aerially on poles and/or underground through public right-of-way.
2. Empire Fiber Internet local technicians will be connecting fiber to the outside of homes who have placed orders.
3. Empire Fiber Internet will restore areas where digging took place once construction is completed and weather permits.

Visit empirefiber.com/construction-and-installation or scan the QR code to learn more.





SERVICE OPTIONS FOR NY

Visit empireaccess.com today!

FIBER INTERNET*

ALL INTERNET PLANS INCLUDE WI-FI, MODEM, AND FREE INSTALLATION!

essentials 500 Mbps (upload/download) • 24/7 digital security guard for your network • Protection for all connected Wi-Fi devices	\$60
enhanced 1 Gbps (upload/download) • 24/7 digital security guard for your network • Protection for all connected Wi-Fi devices • Ability to easily manage screen time and content by user or device	\$75
elite 2 Gbps (upload/download) • 24/7 digital security guard for your network • Protection for all connected Wi-Fi devices • A fully managed home network environment with user-level traffic prioritization, content filtering, and usage control	\$90
Whole Home Wi-Fi (Two additional Wi-Fi devices)	\$10/mo.

Note: Additional Wi-Fi beacon \$5/ea.

TV

TIER 1	\$60
TIER 2	\$150
TIER 3	\$165
Set Top Box	\$7.50/ea.
DVR Service (Includes whole home DVR)	\$11.95

TELEPHONE

TELEPHONE	\$24.95
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Note: If telephone is bundled with a fiber internet plan, the cost is \$15/mo.

INTERESTED IN FINDING A STREAMING PROVIDER?

Empire Access has partnered with MyBundle to make it easier and more affordable to stream the shows and stations you love. Visit empireaccess.com/streaming-tv to learn more, explore the mybundle tool and create your custom streaming plan!

*Some restrictions may apply. Max download speeds may vary. 2 Gbps internet service and TV options may not be available in all locations. Fiber Internet prices shown include enrollment in autopay and paperless billing, (otherwise, each costs an additional \$5/month). Listed pricing is for residential customers only.

2) Rob Hynes – 2896 Retsof Ave., - Water/Drainage in the area

Previously there was a drainage pipe put in by the town, but there was not a catch basin to guide the water to the pipe. The pipe is dead ended and buried in dirt so no water can go into it and it is effectively useless.

After much discussion between the property owner, the Board members, and the Highway Superintendent, an agreement was made for the Town to come back to the residence and take a look at the existing arrangement to see if there were any other steps that could be taken.

3) Cindy Pond – Concern with safety due to constant and excessive vehicles speeding on Fowlerville and River Road.

As a resident of River Road in Fowlerville, I have witnessed on countless occasions, the perilous speeding and reckless driving that endangers everyone—pedestrians, bikers, families, and motorists alike. River Road has become a hazard, where traffic consistently exceeds the speed limit and fails to respect the safety of those who live, walk and jog here.

It is time for the Town of York to take decisive action to ensure that our streets are safe. The Town of York previously installed a Blinking Radar Sign which reminds drivers of their current speed. However, during the mid- to late-afternoon commute time, River Road is a speedway – farm equipment, school buses, 18 wheelers, tradespeople towing flatbeds, and now motorcycles are moving frequently through the hamlet at exponential speeds. In particular, the stop sign at River Road and Fowlerville Road, going north to south, has become a racetrack all the way down to the curve, a good mile and a half.

We are asking for help in safeguarding our families and preserving the peace of our neighborhood. Our residents deserve the security of knowing they can safely walk, jog, cycle, or simply cross the street without fear of catastrophe.

We have often asked for Traffic Watches (multiple times in 2025) from the Sheriff's Department and this typically results in a Sheriff's car perhaps driving through the hamlet but not stopping anywhere to use radar to ticket speeders on River Road. The result has been less than effective. Eventually one Lieutenant explained: "we just do not have enough law enforcement to be everywhere."

Drivers on this road know they can speed. And they do.

I have attached the signatures of all but two of my neighbors – some of whom have small children and recalled much frustration with drivers on this road, especially traveling north to south.

We need help in demanding increased law enforcement here, especially during afternoon commute time (3:30 to 5:30 pm.) During 2020 there was a regular Sheriff's car that parked in the field lane on the south side of Osgood's home and Drivers became alert to the fact that he was often there and would ticket them. Please offer any suggestions that you think should be our next steps.

<u>Full Name</u>	<u>Address</u>
<u>1</u> Cindy Pond	2247 River Rd
<u>2</u> Cerrine Aguilera	2232 River Rd
<u>3</u> [Signature]	2246 River Rd
<u>4</u> Matthew Johnson 2 children	2276 River Rd.
<u>5</u> Daniel Ventura - 3 children	2225 River Rd
<u>6</u> Justin Mignem 1	2250 River Rd
<u>7</u> Phyllis Osgood	2278 River Rd
<u>8</u> Wade Pond	2247 River Rd.
<u>9</u> Jennifer [Signature] 1 child	2221 River Rd
<u>10</u> Leah Taylor	2233 River Road
<u>11</u> Kevin Wolfley	2233 River Road
<u>12</u> J. [Signature]	2218 River Rd
<u>13</u> [Signature] 3 children	2218 River Rd.

Supervisor Deming stated that he would talk to the Sheriff tomorrow.

Councilman Morgan also stated that he would have a contact reach out to Mrs. Pond in the morning.

HIGHWAY:

Mr. Worden reported the following for the Highway Department:

We have been hauling materials for the paving projects that we have lined up. There are some surrounding towns that will be helping us when we start the paving.

There has been restoration work down in Retsof, potholes have been filled throughout the town, and of course the guys have been doing some mowing.

Now that the budget has passed, there is more in the CHIPS funds from the State this year, which will give us another \$300,000, so I would like to add two more roads to the previous agreement we sent in. The first is Chandler Rd. (between Rt.63 and River Road) and the second one is Milroy Rd. (between Fowlerville and Mt. Pleasant)

AGREEMENT TO SPEND TOWN HIGHWAY FUNDS

2026

TOWN OF Tak
COUNTY OF Livingston

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected for the repair and improvement of highways, and received from the state for the repair and improvement of highways, shall be expended as follows:

1. GENERAL REPAIRS. The sum of \$343,508.37 may be expended for general repairs upon 54.5 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the renewals thereof.

2. IMPROVEMENTS. The following sums shall be set aside to be expended for the improvement of town highways:

(a) On the road commencing at Chandler Rd. at RT 62 and leading to River, a distance of 1.3 miles. there shall be expended not over the sum of \$229,486.49
Type Cold mix Width of traveled surface 24'
Thickness 3" Subbase Gravel

(b) On the road commencing at Milroy Rd Faulkner Rd and leading to MT Pleasant, a distance of .9 miles. there shall be expended not over the sum of \$114,082.28
Type Cold mix Width of traveled surface 20
Thickness 3" Subbase Gravel

(c) On the road commencing at _____ and leading to _____, a distance of _____ miles. there shall be expended not over the sum of \$_____
Type _____ Width of traveled surface _____
Thickness _____ Subbase _____

No moneys set aside for such improvements shall be expended, nor shall any work be undertaken on such improvements until the Town Superintendent approves the plans, specifications and estimates for such construction.

This agreement shall take effect when it is approved by the Town Board.

Executed in duplicate this 9th day of June, 2026

Gerald Deering
Supervisor
[Signature]
Councilperson
[Signature]
Councilperson

[Signature]
Councilperson
[Signature]
Councilperson
[Signature]
Town Highway Superintendent

Note: This Agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Highway Superintendent. One copy must be filed in the Town Clerk's office and one in the County Highway Superintendent's office. COPIES DO NOT HAVE TO BE FILED IN ALBANY

H:\Office\FORMS\AgrrSpndFunds.xls

RESOLUTION offered by Mr. Smith & Seconded by Mr. Swede to approve the additional Agreement to Spend Town Highway Funds. Voted on and approved, Yes-5, No-0.

WATER/SEWER:

Mr. Worden reported the following for the Water & Sewer Department:

- We have just completed meter readings and water bills will be going out soon.
- There was a sewer blockage in Greigsville, and we had a neighboring town help out and bring some equipment over. We were able to get things freed up. Upon doing inspections

there are some repairs that will be needed. There will be a determination to see if we can make the repairs or if this needs to go out on bid.

- We have been finding there are way too many things going into the sewer system that do not belong. There will need to be some enforcement so that the residents stop flushing products that should not be flushed.
- There have been a couple residents on Batzing Rd. that have reached out to see if the Town Board is interested in bringing down a water service line, this would be about two and a half miles to pick up about 5 houses.

At this time Mrs. House residing at 1652 Batzing Rd., asked to speak with the board. They own three houses on that road. In the past they have been getting water from spring, at this time unfortunately there is a break in the mile long line. If there were plans to put in town service, they would not see the need to find and repair the break.

The Town responded, saying that at this time there are no plans to do so, and that the timeline from start to finish could be up to two years. There was also discussion with the homeowner paying for installation of new water line and then dedicating it back to the town. The Town finalized this by stating we would get some cost analysis, estimates and more information for the resident to determine in what direction they would like to proceed.

Old BUSINESS:

- 1.) Proposed Local law #3 of 2026 – Impose a 12-month Moratorium for data centers

TOWN OF YORK
Proposed Local Law No. 3 of 2026

**A Local Law Imposing a Temporary Moratorium
on the Issuance of Land Use Approvals and
Building Permits for Data Centers**

Be it enacted by the Town Board of the Town of York, County of Livingston, State of New York, as follows:

Section 1. Title

This Local Law shall be known as "A Local Law Imposing a Temporary Moratorium on Data Centers in the Town of York."

Section 2. Authority and Intent; Findings; Purpose.

- a. **Authority and Intent.** This Local Law is intended to be consistent with and is adopted pursuant to the authority to enact zoning laws granted to the Town under the New York State Constitution, and the laws of the State of New York, including but not limited to the following authorities: New York State Constitution Article IX, §§2(c)(ii)(10); Municipal Home Rule Law §10; Statute of Local Governments §10; and Town Law §§ 264 and 265.
- b. **Findings of Fact.** The Town Board makes the following Findings of Fact relating to this Local Law:
 - (1) The Town Board finds that proposals for the development, construction, and operation of data centers—industrial or commercial facilities housing computer systems, servers, storage, network, and associated infrastructure—may pose significant implications for land use patterns, electric power demand and grid reliability, water usage and thermal discharge, stormwater management, noise and vibration, air emissions associated with backup generation, electromagnetic interference, traffic from construction and operations, aesthetic and community character impacts, and the cumulative capacity of municipal services.
 - (2) The Town Board further finds that the Town's Comprehensive Plan and land use regulations may not adequately address the unique siting, scale, intensity, resiliency, and environmental externalities associated with data centers, including but not limited to energy infrastructure interconnection, redundant generation, battery energy storage systems, cooling technologies, water sourcing and discharge, waste heat utilization, setbacks, sound attenuation, hours of operation, emergency response planning, and decommissioning.
 - (3) The Town Board determines that, without a temporary moratorium, applications for data centers could proceed under existing regulations that

may be insufficient to protect public health, safety, and welfare, the environment, and neighborhood character, potentially resulting in irreversible impacts and undermining the orderly and well-planned development of the Town.

- c. **Purpose.** The purpose of this Local Law is to enable the Town to stay any and all of the activities prohibited by Section 4 of this Local Law, and all Town-level approvals relating to those activities, for a period of twelve (12) months in order to provide the Town time to study the impacts, effects, and possible zoning controls over such activities, and to consider amendments to the Town's zoning laws to appropriately address the same within the confines of New York State law. The Town Board believes that a twelve-month moratorium after the effective date of this Local Law, coupled with the mechanism for use variances already contained in the Zoning Ordinance of the Town of York, will achieve an appropriate balancing of interests between the need to safeguard the character and other resources of the Town and the health, safety and general welfare of its residents, and the rights of individual property owners or businesses desiring to conduct such activities during that period.

Section 3. Definitions

For purposes of this Local Law, the following terms shall have the meanings set forth below:

- a. "Data Center" shall mean any facility, in whole or in part, primarily used to house and operate computer servers, networking equipment, data storage equipment, and related infrastructure, together with backup power systems (including generators and battery systems), cooling and humidity control systems, electrical switching and substation equipment, security systems, office or support areas, and other appurtenant uses, whether for private, commercial, or institutional purposes. For the avoidance of doubt, a "Data Center" includes but is not limited to facilities used for cloud computing, colocation services, blockchain or cryptocurrency mining, artificial intelligence model training or inference, content delivery networks, and enterprise data processing.
- b. "Minor Server Room" shall mean a room or area that is accessory to a primary use on the same premises, serving only that primary use, without dedicated backup generation or external cooling equipment beyond typical commercial HVAC for the principal use. A Minor Server Room is not a Data Center.
- c. "Existing Data Center" shall mean a Data Center that has received all required land use approvals and a valid building permit prior to the Effective Date, and that remains in continuous lawful operation thereafter.

Section 4. Moratorium and Prohibitions

- a. For a period of twelve (12) months after the effective date of this Local Law, no application for a special permit, zoning variance, building permit, operating permit, site plan approval, subdivision plat approval, certificate of occupancy, certificate of compliance, temporary certificate, or other permit of any nature shall be accepted, processed, entertained, approved, approved conditionally, or issued by

any board, employee, official or agent of the Town for the construction, establishment, or use or operation of any land, body of water, building, or other structure located within the Town for a Data Center.

- b. Any application submitted prior to the Effective Date that has not received all final discretionary approvals shall be stayed and held in abeyance for the duration of the moratorium, except as otherwise provided in Section 5.
- c. This moratorium shall apply Town-wide.

Section 5. Exceptions

- a. Existing Data Centers. Ordinary repair, maintenance, or like-kind replacement for Existing Data Centers may proceed if such work does not: (a) increase the gross floor area devoted to the Data Center use; (b) increase connected electrical load beyond the pre-moratorium level; (c) install new or larger backup generation or battery energy storage systems; or (d) materially increase noise, water usage, traffic, or other off-site impacts. The Code Enforcement Officer shall determine eligibility under this subsection.
- b. Minor Server Rooms. Installation or maintenance of a Minor Server Room accessory to an existing principal use may proceed upon certification to the Code Officer that the limitations in Section 3(b) are met.
- c. Emergency Repairs. Immediate repairs necessary to address an imminent threat to public health or safety or to prevent significant property damage may proceed with authorization from the Code Enforcement Officer, limited to the minimum work necessary to abate the emergency.
- d. The prohibitions set forth in Section 4 shall not prevent or prohibit property owners from applying for a use variance based on unnecessary hardship pursuant to Section 902 of the Zoning Ordinance of the Town of York.

Section 6. Study; Planning and Zoning Action

- a. During the moratorium, the Town Board, with assistance from Town staff, the Planning Board, and such consultants as the Town may retain, shall undertake a comprehensive study of Data Centers, including but not limited to: appropriate siting locations; dimensional, intensity, and performance standards; environmental review protocols; energy, water, and infrastructure considerations; decommissioning; financial surety; and monitoring and enforcement mechanisms.
- b. The Town Board may consider and adopt amendments to the Zoning Ordinance of the Town of York to address Data Centers, and may establish application requirements, special use criteria, setbacks, screening, noise limits, hours of operation, energy and water efficiency standards, backup power and storage system standards, traffic management plans, environmental monitoring, emergency response plans, and decommissioning and site restoration requirements.

RESOLUTION offered by Mr. Smith and seconded by Mr. Morgan to move forward with the proposal of Local Law #3 of 2026 Voted on and approved, Yes-5, No-0.

2) Public Hearing for proposed local law#3 of 2026 –

Supervisor
GERALD L. DEMING
Supervisor's Clerk
CAREY SCHWAN
Town Board
FRANK ROSE JR.
AMOS N. SMITH
JASON E. SWEDE
JOHN MORGAN
Zoning/Code Enforcement
CARL PETER



TOWN OF YORK
2668 Main Street, P O Box 187, York, NY 14592-0187
Tel: (585) 243-3128 Fax: (585) 243-4618
TTY NY: (800) 662-1220

Town Clerk/Tax Collector
TARA L. JOHNSON
Deputy Town Clerk
PENNY MARTIN
Highway Superintendent
GEORGE WORDEN JR.
Town Justices
THOMAS A. PORTER
DANIEL R. KOCH
Assessor
GREGG TORREY

**LEGAL NOTICE
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that on June 9, 2026, there has been presented to the Town Board of the Town of York, New York, proposed Local Law No. 3 for 2026, a Local Law to Impose a 12-Month Moratorium on the issuance of land use approvals and building permits for data centers. The purpose of this Local Law is to enable the Town time to study the impacts, effects, and possible zoning controls over such activities, and to consider amendments to the Town's zoning laws to appropriately address the same within the confines of New York State Law.

THEREFORE, pursuant to statute the Town Board will hold a public hearing on said Local Law at 6:30 P.M. on Tuesday, July 14th at the York Town Hall, 2668 Main Street, York, NY 14592, at which time and place all persons interested will be heard. A copy of the proposed Local Law is on file for public review on the Town website at <https://www.yorkny.gov/> and at the Town Office of the Town of York during normal business hours.

June 9, 2026, 2026
By Order Of The Town Board
Tara L. Johnson
Town Clerk
York, New York

RESOLUTION offered by Mr. Swede and seconded by Mr. Smith to schedule Public Hearing for proposal of Local Law #3 of 2026, on July 14th, 2026 at 6:30pm. Voted on and approved, Yes-5, No-0.

3) Resolution to amend White Creek Solar Host Community Agreement –

FIRST AMENDMENT TO HOST COMMUNITY BENEFIT AGREEMENT

This **FIRST AMENDMENT TO HOST COMMUNITY BENEFIT AGREEMENT** (the “**First Amendment**”), dated as of the latest date of signature below (the “**Effective Date**”), by and between the **TOWN OF YORK**, a municipal corporation duly organized under the laws of the State of New York (“**Town**”), and **WHITE CREEK SOLAR LLC**, a limited liability company formed and existing under the laws of the State of Delaware, having its offices at 2180 South 1300 East Suite 600, Salt Lake City, UT 84104 (“**Company**”, and together with the Town, the “**Parties**”).

WHEREAS, the Parties entered into that certain Host Community Benefit Agreement, effective as of June 12, 2025 (“**Agreement**”);

WHEREAS, the Parties seek to modify the Agreement to establish procedures for the review, approval, inspection, and compliance certification of work required by the Permit to comply with the Applicable Codes (as defined below);

WHEREAS, to accomplish that purpose, the Parties agree to modify certain terms of the Agreement as set forth in this First Amendment.

NOW THEREFORE, in consideration of the mutual covenants, agreements and representations contained herein, and other good and adequate consideration, the receipt and sufficiency of which is acknowledged, the Parties agree that the Agreement is amended as follows:

1. **Defined Terms.** Capitalized terms used herein which are not defined herein shall have the meanings ascribed to each in the Agreement.

2. A new section, Section 13, is added to the Agreement as follows:

13. CODE COMPLIANCE CERTIFICATION, ON-SITE MONITOR, MONITORING AND REPORTING REQUIREMENTS

13.1 **On-Site Monitor: Scope of Review.** Pursuant to 16 NYCRR 1100-2.25(e), the Company has agreed to arrange with the Town for the review, approval, inspection and compliance certification of work required by the Permit to comply with the New York State Uniform Fire Prevention and Building Code and the Energy Conservation Construction Code of New York State which the Town agrees supersede any provisions of the Town’s local electrical, plumbing and building codes (the New York State Uniform Fire Prevention and Building Code together with the Energy Conservation Construction Code of New York State are collectively referred to herein as the “**Applicable Codes**”) to the extent applicable to a utility-scale solar energy generation system. The Town will utilize its Code Enforcement Officer(s) and may engage the services of a qualified independent engineer or engineering firm or firm otherwise qualified to certify compliance with the Applicable Codes (collectively, the “**On-Site Monitor**”) who shall be responsible for: (a) reviewing any portion(s) of the Company’s building plans for the Project that are required to be reviewed by the Town, (b) if compliant with the Applicable Codes, recommending approval of building plans for the Project, (c) assisting the Town’s codes enforcement officer and representatives of such officer (collectively, the “**Town CEO**”) with inspecting the construction work for compliance with Applicable Codes, and (d) certifying such compliance which shall be evidenced by issuance by the Town, or by the On-Site Monitor on the Town’s behalf, of Certificates

of Compliance and/or Temporary Certificates of Compliance (collectively, the “**Scope of Services**”, as further defined and limited in Exhibit B attached hereto).

13.2 Engagement of On-Site Monitor. The Town shall select an On-Site Monitor for the Project at least sixty (60) days prior to the commencement of construction, or such date as may be reasonably agreed to by the Company to support the Company’s construction schedule. To the extent the Town engages the services of an engineering firm, such selected firm must be a qualified independent engineering firm or firm otherwise qualified to certify compliance with the Applicable Codes with solar-powered electric generating facility experience and may only charge fees and expenses that are ordinary and customary for similar services performed in the geographic area of the Project. The Town shall provide advance written notice to the Company of the selected firm. The Company shall have five (5) business days after its receipt of such notice to advise the Town in writing of any objection to the engagement of such firm to serve as the On-Site Monitor. If the Company raises an objection, the Town and the Company shall meet within five (5) business days of the Town’s receipt of the Company’s notice to discuss the Company’s concerns with the selected firm and agree to the selection of a substitute firm acceptable to the Company.

13.3 Reports. The On-Site Monitor shall provide copies of his or her reports to the Company at the same time such reports are provided to the Town or any of its representatives. The On-Site Monitor shall provide its reports promptly and in all cases within such time periods as is reasonably required to support the Company’s construction schedule. Such disclosure shall not include any materials subject to the attorney-client privilege. To the extent the Company disputes the findings of any reports of the On-Site Monitor, such disputes shall be resolved pursuant to the processes set forth in Section 13.12 hereof, and to the extent disputes remain, pursuant to Section 5 of the Agreement.

13.4 Reimbursement of On-Site Monitor Fees.

- (a) Professional Costs Associated with the On-Site Monitor. All reasonable and documented costs, fees and expenses paid to the On-Site Monitor for work performed in accordance with the Scope of Services (the “**Work**”) shall be treated as Professional Costs as set forth in Section 4.3 of the Agreement. The Company agrees to reimburse the Town for the Work up to a fee cap of \$30,000 (the “**Fee Cap**”). Notwithstanding the foregoing, if the total costs associated with the Work reaches \$20,000 and the Town reasonably anticipates it may exceed the Fee Cap, the Town shall provide to the Company a written description of the remaining Work to be performed and a written, detailed projection of all costs anticipated to be incurred in connection with any remaining Work. In such event, the Company and the Town shall negotiate in good faith to either adjust the scope of Work to stay within the Fee Cap or increase the Fee Cap to be reimbursed by the Company for the remaining Work. Invoices associated with the On-Site Monitor shall be submitted in accordance with Section 4.3(b) of the Agreement.
- (b) Disputes. In the event the Company disputes or objects to any item set forth in an invoice, the Company shall identify the disputed item and the basis for the dispute, in writing, within thirty (30) days of the receipt of such invoice. The Company and the Town agree to communicate expeditiously and in good faith with each other to resolve any such billing dispute as promptly as possible. In the event the Parties are

unable to resolve their dispute, the Parties shall proceed with mediation in accordance with Section 5.5 of the Agreement.

13.5 Limitation of Section.

- (a) Nothing in this Agreement shall be read as making the On-Site Monitor the engineer for the Company or the engineer of record for the Project, nor in anyway limit the Company's obligation under New York law to use a licensed engineer for the Project where required.
- (b) The On-Site Monitor is retained to act on behalf of the Town pursuant to separate agreement with the Town and does not have any obligation to or fiduciary or employment relationship with the Company.

13.6 Prompt Review and Approval of Building Plans. Prior to the commencement of construction, the Company will submit the Company's building plans for the Reviewed Improvements (as defined below) that are required to be reviewed by the Town for compliance with the Applicable Codes. The On-Site Monitor will review and, if compliant with Applicable Codes, approve the Company's building plans for the Reviewed Improvements within ten (10) business days of the Company's submission of same. The On-Site Monitor's review and approval of the Company's building plans shall supersede and serve as any permit or other approval that the Town would otherwise require.

13.7 Duties and Notice. The On-Site Monitor shall perform the Town's duties pursuant to this Article and any written notice given to the On-Site Monitor in relation to this Article shall be deemed duly received by the Town for the purposes of this Agreement.

13.8 Scope of Review. The Town agrees that the scope of its and the On-Site Monitor's review of the Project is limited to construction of the following: (a) substation control house; (b) operation and maintenance facility; (c) inverter pad foundations, to the extent any are constructed; (d) panel rack foundations, to the extent any are constructed; and (e) substation foundation, to the extent constructed ("**Reviewed Improvement**"). The Town further agrees that the scope of its and the On-Site Monitor's review of the Project does not extend to installation or assembly of Panels and power collection components of the Project Facility.

13.9 Completion Notice and Evaluation Period. When the Company has completed installation of a Reviewed Improvement, it shall certify to the On-Site Monitor that it has done so and request that a certificate of compliance be issued (the "**Completion Notice**"). The On-Site Monitor will by the end of the fifth (5th) business day following its receipt of a Completion Notice (the "**Evaluation Period**") issue either a Certificate of Compliance (as defined below) or a Temporary Certificate of Compliance (as defined below) as outlined in Section 13.10 and Section 13.11 hereof. If the On-Site Monitor does not issue a Certificate of Compliance (as defined below) or a Temporary Certificate of Compliance (as defined below) for any Reviewed Improvement for which a Completion Notice was provided to it, the On-Site Monitor shall deliver to the Company a written list of all alleged deficiencies for any such improvement ("**Deficiency Notice**") by the expiration of the Evaluation Period. The failure to provide the Deficiency Notice within the five business day time period means that a Certificate of Compliance shall be deemed to have been delivered to Company. If the Company agrees with the Deficiency Notice (in part or in whole), it shall address the identified deficiencies it agrees with and deliver a new Completion Notice to the

On-Site Monitor. To the extent of any Company disagreement with respect to items covered by a Deficiency Notice, the procedures of Section 13.12 shall apply.

13.10 Certificate of Compliance. In the event the On-Site Monitor finds that a Reviewed Improvement has been constructed in accordance with Applicable Codes, it will issue to the Company a certificate of compliance confirming that the Reviewed Improvement has been constructed in accordance with Applicable Codes (a “**Certificate of Compliance**”).

13.11 Temporary Certificate of Compliance.

- (a) If during the Evaluation Period the On-Site Monitor determines that a Reviewed Improvement was constructed in accordance with Applicable Codes except for certain outstanding conditions such as landscaping, restoration, or other items that cannot be completed due to weather or similar reasons, it will issue to the Company a temporary certificate of compliance confirming that such Reviewed Improvement has been constructed in accordance with Applicable Codes (a “**Temporary Certificate of Compliance**”).
- (b) When the Company has satisfied all outstanding conditions in accordance with Applicable Codes relative to Reviewed Improvement for which the On-Site Monitor has issued a Temporary Certificate of Compliance, the Company shall submit a Completion Notice to the On-Site Monitor. In the event the On-Site Monitor finds that the Company has satisfied such conditions, it will issue to the Company, within five (5) business days of its receipt of the Completion Notice, a Certificate of Compliance confirming that such Reviewed Improvement has been constructed in accordance with Applicable Codes.

13.12 Disputes Regarding Certificates of Compliance and Review of Building Plans for Reviewed Improvements.

- (a) If the Company and the On-Site Monitor do not agree that either a Certificate of Compliance or Temporary Certificate of Compliance should be issued for a Reviewed Improvement, at the Company’s election the Company and the Town, in consultation with the On-Site Monitor, shall engage a third party independent engineer with solar project experience to review the Company’s Completion Notice and inspect the Reviewed Improvement in question. The cost of the independent engineer shall be split as follows: the Company pays fifty percent (50%) and the Town pays fifty percent (50%). The independent engineer shall have five (5) business days to complete its analysis. If the independent engineer is satisfied with the completeness of the Reviewed Improvement, the On-Site Monitor shall immediately issue a Certificate of Compliance. If the independent engineer is not satisfied with the completeness of the installation, the On-Site Monitor shall either issue a Temporary Certificate of Compliance, if eligible as provided in Section 13.11(a), or the Company shall cure the indicated deficiencies as required by the independent engineer as quickly as reasonably practicable.
- (b) Any denial or approval with conditions of building plans, Certificate of Compliance or a Temporary Certificate of Compliance, shall be in writing and shall be issued prior to expiration of the Evaluation Period. The Company shall have the right to

cure the indicated deficiency, and upon effecting the cure must submit a Completion Notice to the On-Site Monitor pursuant to Section 13.9, following which the Evaluation Period will begin. Notwithstanding any remedy otherwise available, the Town and the Company agree that the denial or approval with conditions of building plans, Certificate of Compliance or a Temporary Certificate of Compliance, may be contested in accordance with the provisions set forth in Section 13.12(a).

3. Miscellaneous.

- a. Entire Agreement. The Agreement, as modified by this Amendment, sets forth all agreements and understandings among the Parties with respect to the subject matter hereof and there are no other agreements, either written or oral, between the Parties except as set forth in the Agreement and in this Amendment.
- b. Full Force and Effect. Except as expressly amended by this Amendment, all other terms and provisions of the Agreement remain unchanged, and the Agreement, as amended hereby, is ratified and confirmed and continues to be in full force and effect.
- c. Conflicts. In the event any of the terms of this Amendment conflict with any of the terms of the Agreement, the terms of this Amendment shall control and prevail.
- d. Governing Law. This Amendment shall be governed by the laws of the State of New York.
- e. Counterpart Originals. This Amendment may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument. Each Party shall be entitled to rely upon executed copies of this Amendment transmitted by facsimile or PDF to the same and full extent as the originals.

IN WITNESS WHEREOF, Town and Company have caused this Amendment to be duly executed as of the Effective Date.

Town of York

By: Gerald Deming
Name: GERALD DEMING
Title: SUPERVISOR
Date: 6-9-26

White Creek Solar LLC

By: _____
Name: _____
Title: _____
Date: _____

Exhibit B

Scope of Services of On-Site Monitor

The services provided by the On-Site Monitor in connection with the Project that are subject to reimbursement by the Company shall be limited to the following or as described in Section 13 herein:

1. Review the Company's building plans for those portions of the Project subject to the Applicable Codes.
 - Building Code of New York State ("Building Code"): The Building Code shall apply to the Reviewed Improvements.
 - Fire Code of New York State ("Fire Code"): The Project shall maintain a clear, brush-free area of 10 feet (3048 mm) as required by Section 1205.5.1 of the Fire Code. The Project shall also comply with the fire apparatus access road requirements contained in Sections 503.1.1 and 503.2.1 of the Fire Code, unless those requirements are waived by the Fire Code official as authorized by Section 503.1.1.
2. Recommending approval of building plans for those portions of the Project subject to the Applicable Codes.
3. Providing the Company and the building official's office with written copies of approvals.
4. Assisting the Town CEO or any of the representatives of the Town CEO with inspecting the Company's compliance with Applicable Codes.
5. Certifying compliance with Applicable Codes, which shall be evidenced by the issuance of Certificate(s) of Completion or Deficiency Notice(s), copies of which will be kept on file in the building official's office.
6. Provision of witness and field testing of Reviewed Improvements relative to compliance with Applicable Codes.

The following conditions are understood to govern the On-Site Monitor's involvement in the review of plans for Reviewed Improvements and construction phases of the Project:

1. Neither the Town nor the On-Site Monitor will be responsible for construction means, methods or techniques, or choice of or source of supply for construction or landscaping materials.
2. Neither the Town nor the On-Site Monitor will be responsible for construction site safety.

3. The Town and the On-Site Monitor shall have no approval authority over the Project work and/or immediate comment participation unless the observation deals with public safety, the environment, the Applicable Codes or other compliance issues.
4. The Town and the On-Site Monitor shall have no approval authority over the Company's choice of labor or responsibility for monitoring Project labor.
5. The On-Site Monitor agrees to work within Project scheduling parameters established by the Company to the maximum extent possible, provided that reasonable advance schedule notification is received, and shall provide adequate staffing to enable review and approval of multiple site and contemporary Reviewed Improvements construction.
6. The On-Site Monitor is not an agent for or employee of the Company or an engineer of record for the Project, nor does the work of the On-Site Monitor in any way limit the Company's obligation under New York law to use a licensed engineer where required.

RESOLUTION offered by Mr. Smith and seconded by Mr. Morgan to sign the First Amendment to Host Community Benefit Agreement. Voted on and approved, Yes-5, No-0.

RESOLUTION 2026

UPON MOTION OF Councilman Smith SECONDED BY Councilman Morgan IT IS RESOLVED BY THE TOWN BOARD OF THE TOWN OF YORK AS FOLLOWS:

AUTHORIZATION FOR TOWN SUPERVISOR TO EXECUTE FIRST AMENDMENT TO WHITE CREEK SOLAR HOST COMMUNITY BENEFIT AGREEMENT

WHEREAS, on February 27, 2025, White Creek Solar LLC ("White Creek Solar") was issued a Siting Permit for a Major Renewable Energy Facility (the "Permit") by the State of New York Office of Renewable Energy Siting ("ORES") for a 135-megawatt solar energy facility to be located in the Towns of York and Leicester (the "Project"); and

WHEREAS, on June 24, 2025, the Town and White Creek Solar entered into a Host Community Benefit Agreement (the "HCBA") for the Project which provides for annual payments to the Town as well as reimbursement for certain costs the Town incurs associated with the Project; and

WHEREAS, the HCBA with the Town and well as the HCBA with the Town of Leicester each obligate White Creek Solar to reimburse each Town for reasonable professional costs incurred by the Towns related to review of Project filings, negotiation of agreements, and monitoring of the Project, up to a total of \$40,000; and

WHEREAS, the Permit requires the Project to have an independent third-party certify the Project's compliance with the New York State Uniform Fire Prevention and Building Code, the Energy Conservation Code of New York State, and the substantive provision of any applicable local electrical, plumbing, or building code (collectively, the "Code"); and

WHEREAS, White Creek Solar has requested and the Towns of York and Leicester have agreed that it is in the best interest of each Town to administer such Code compliance certification services (the "Code Certification Services," together with the Compliance Monitor Services being the "Services") to be funded by White Creek; and

WHEREAS, a total of an additional \$60,000 is proposed (the "Cost Cap"), \$30,000 allocated to each of the Towns, or as allocated between the two towns based on mutual agreement, for White Creek

Solar to fund the Services, which would be paid to each Town by White Creek Solar after presentation of approved invoices; and

WHEREAS, a proposed First Amendment to the HCBA is annexed hereto to memorialize the funding and requirements for providing the Services, the terms of which have been reviewed by the attorney for the Town and are acceptable to White Creek Solar; and

WHEREAS, the First Amendment to the HCBA includes a check-in provision to ensure the Cost Cap is either not exceeded or increased so that the Town does not incur expenses from general funds for performing the Services; and

WHEREAS, the Services would be provided by Shawn Grasby of Grasby Consulting as the Solar Coordinator for each Town.

WHEREAS, the Board has had an opportunity to review the terms of the of the First Amendment to the HCBA and understands its contents.

NOW THEREFORE BE IT RESOLVED, that the Board authorizes the Town Supervisor to enter into the First Amendment to the HCBA, substantially in the form annexed hereto, and execute those documents necessary to memorialize such agreement.

IT IS FURTHER RESOLVED, that the Board authorizes engaging Grasby Consulting to perform the Services as an extension to its current contract for services.

The foregoing Resolution was duly put to vote on roll call which resulted as follows:

Councilman Morgan	Aye
Councilman Swede	Aye
Councilman Smith	Aye
Councilman Rose	Aye
Superintendent Deming	Aye

AYES: 5

NAYS: 0

This Resolution was thereupon declared duly adopted.

CERTIFICATION OF TOWN CLERK

STATE OF NEW YORK)

COUNTY OF YORK) s.s:

Tara L. Johnson, Town Clerk of the Town of York, Livingston County, New York, DOES HEREBY CERTIFY that she has compared the above Resolution duly adopted by the Town Board of the Town of York on the 9th day of June, 2026 with the original Resolution now on file in her office, and she certifies that it is a correct and true copy of that Resolution.

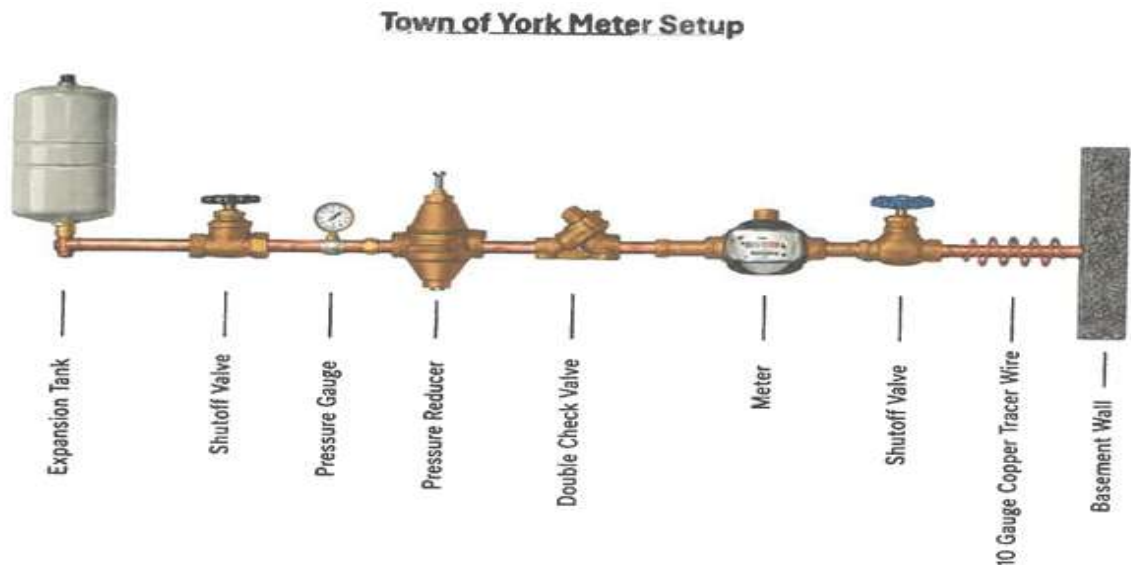
Dated: June 9, 2026

Tara L. Johnson

TARA L. JOHNSON, TOWN CLERK

NEW BUSINESS:

- 1.) Water Department Service Installation Guide changes
 - a) Updating the guide and picture information that has been in place for some time and needed to get approved by the Board. This way all residences that are hooked onto the water are using the same protocol. These changes should be made to houses that currently do not have this set up when it goes through the market and is sold, or if a meter is changed.



Service Installation

1. It is necessary for you to phone the York Water Department (585-243-2092) to schedule a time to meet to inspect and insure that there is physical separation from your well and town water.
2. Installation of SDR9 polyethylene pipe or K copper piping from basement to curb stop is necessary.
3. Any home that does not have a basement is required to have a Ford meter pit installed near curb stop.
4. All homes 250 feet or more from road right away will also be required to have a Ford meter pit.
5. All other water sources **MUST** be disconnected or have an engineered back flow prevention device that is tested annually.
6. Water meter will be supplied by the Town of York and will be inspected by the Towns water operators prior to turn on of water connection.
7. It is necessary to have an expansion device when there is a double check valve, the water expands when heated by your hot water tank and will set off your pressure relief valve from time to time.

RESOLUTION offered by Mr. Morgan and seconded by Mr. Smith to accept the changes and updated diagram for the Water Department Service Installation Guide. Voted on and approved, Yes-5, No-0.

- 2.) Request From Robin Dillon to formally name Fowlerville Park to 'B.F. Dow Park' and remove the name: 'Susz Square' from Google Maps –

To the York Town Board

Re: Fowlerville 'Square' at the intersection of Fowlerville, River, and MacIntyre Roads; partially encompassed by Jay Lane.

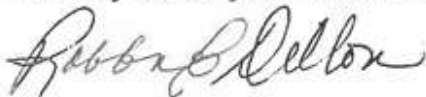
For your consideration:

There seems to be some confusion with regard to the ownership of this property.

If the above-described property IS currently Town of York municipal property, and the Town having jurisdiction over said property, please consider this an official request to name the square B.F. Dow Park, after one of the prominent founders of this hamlet.

If this is approved by the Board, can action please be taken to remove the posting of 'Susz Square' from GOOGLE MAPS as currently appears.

Thank you for your consideration in this matter.



Robbin E. Dillon

June 1, 2026

There was a very brief discussion with the board that it has always been called Fowlerville Park, and at this time there would not be any plan to change it.

3) 2026 Tax Collection Report –
 Clerk Johnson reported that the 2026 Tax Bond Release from the county was just received on June 3rd. She then shared the following details of the tax collection:

• Supervisor
 GERALD L. DEMING
 Town Board
 FRANK ROSE JR.
 AMOS N. SMITH
 JASON E. SWEDE
 JOHN MORGAN
 Supervisor's Clerk
 PATTI BAREFOOT
 Zoning/Code Enforcement
 CARL PETER



TOWN OF YORK
 2668 Main Street, P O Box 187, York, NY 14592-0187
 Tel: (585) 243-3128 Fax: (585) 243-4618
 TTY NY: (800) 662-1220

2026 TAX COLLECTION
April 23, 2026

Town Clerk/Tax Collector
 TARA L. JOHNSON
 Highway Superintendent
 GEORGE WORDEN JR.
 Town Justices
 THOMAS A. PORTER
 DANIEL R. KOCH
 Assessor
 GREGG TORREY

Total Tax Roll \$ 4,314,253.98

Payments to Treasurer:
 \$ 800,000.00 pd. on 2/11/26 ck #: 643
 \$ 300,000.00 pd. on 3/1/26 ck #: 644
TOTAL: \$ 1,100,000.00

Refund for overpayment; CORELOGIC
 Bill#1104 Ashley Pease - \$ 2106.23 pd. on 2/3/2026 ck #631
 Bill#938 John McMahon - \$ 2463.66 pd on 2/3/2026 ck#632
TOTAL: \$ 4,569.89

Total Warrant to Supervisor \$ 1,942,372.36 pd on Jan. 23, Feb. 2 & remainder on Feb. 10, 2026

January 23, 2026:

Check #: 625 \$ 203,800.00
 Check #: 626 \$ 290,500.00
 Check #: 627 \$ 243,768.00

February 2, 2026:

Check #: 629 \$ 200,000.00
 Check #: 630 \$ 300,000.00

February 10, 2026:

Check #: 633 \$ 282,340.00
 Check #: 634 \$ 223,943.00
 Check #: 635 \$ 4,094.00
 Check #: 636 \$ 36,377.00
 Check #: 637 \$ 72,706.00

Check #: 638	\$ 2,302.00
Check #: 639	\$ 11,368.00
Check #: 640	\$ 69,706.70
Check #: 641	\$ 768.72
Check #: 642	\$ 698.94

Payment to Supervisor for YTC PILOT
(PILOT is through Liv. Co. IDA)

\$ 482.24 pd. on 1/30/26 ck. # 628

Close Out at Treasurer's Office

\$ 443,697.67 pd. on 4/08/26 ck. # 645

Penalty money & interest to Supervisor

\$ 4228.58 pd on 4/23/2026 ck. #646

TAX COLLECTION BALANCE

\$ 0.00


Gerald L. Deming, Supervisor

 4/23/2026
Tara L. Johnson, Tax Collector

Town of York Town & County 2026
Bank Register Summary
All Inclusive

Revenue

	Total Collected	Bounced Checks	Net Collected
Taxes:	4,053,863.67	0.00	4,053,863.67
Penalty:	3,919.41	0.00	3,919.41
Surcharge/Interest:	0.00	0.00	0.00
Notice Fees:	106.00	0.00	106.00
Duplicates & Overs:	4,569.89	0.00	4,569.89
Returned Check Fees:	0.00	0.00	0.00
Totals:	4,062,458.97	0.00	4,062,458.97
Plus Bank Interest Earned:			47.17
Minus Direct Payments:			567,637.64
Total Revenue:			3,494,868.50

Disbursements

Total Refunded/Applied Overpayments:	4,569.89
Payments to Supervisor:	1,946,600.94
Payments to County:	1,543,697.67
Other Disbursements:	0.00
Bank Service Charges:	0.00
Total Disbursements:	3,494,868.50
Other Adjustments:	0.00
Bank Balance:	0.00

4) Water Tap Application – Robert Parnell, 2248 Dow Rd., Piffard

TOWN OF YORK
2668 Main Street, P O Box 187, York, NY 14592
Tel: (585) 243-3128 Fax: (585) 243-4618
TTY NY: (800) 662-1220
www.yorkny.org

Town of York - Consolidated Water
Water Tap Application

Owner Name: Robert Parnell Address: 2248 Dow Rd Piffard NY 14533
Phone: 585-303-2368 Email address: lconiber2001@gmail.com
(call Lindsey at this above number)

To the York Town Board:

I hereby apply for permission to tap into the water supplied by The Town of York Water district on my premises located at: 2248 Dow Rd Piffard NY 14533.

Said water to be supplied subject to the Laws, Ordinances, Rules and Regulations of the York Town Board, now in force or which may hereafter be enacted or adopted for the government and regulations by the said York Town Board. All laws and ordinances, rules and regulations are hereby made and declared to be contract between me and the district for supplying said premises with water.

I further certify that I will abide by the rules and regulations of the Consolidated Water district located on the Town website at: <https://www.yorkny.gov/water-tap-regulations>

Robert L Parnell 6-2-26

Owner signature & Date

For Town Use:

Fee \$1,500.00 due with application

Received on: 6/2/2026

Payment Method: V# 116 - \$1500.00

Received by: [Signature]

Resolution adopted by the Town Board

Approved on: _____

There was a brief discussion with the board, Highway Superintendent, and Town Clerk that this parcel was still in the Agricultural District and that it would remain there until 2029. The owner will need to reach out to Ag & Markets to see get a release form giving the Town permission to move forward with providing water. Clerk Johnson will be reaching out to the name and number on the application to explain the details.

RESOLUTION offered by Mr. Smith and seconded by Mr. Morgan to shelf the water permit application until we have more information from Ag & Markets on the parcel being removed from the Ag District or that the Town has been granted permission from Ag & Markets to allow water access to this parcel. Voted on and approved, Yes-5, No-0.

ADJOURNMENT: Motion offered by Mr. Smith & seconded by Mr. Rose to adjourn the Town Board meeting until July 14th, 2026. Voted on and approved, Yes-5, No-0.

Town Board meeting closed at 7:55 p.m.

Respectfully submitted,

Tara L. Johnson

Tara L. Johnson

York Town Clerk