

Regular Meeting of the Town Board of the Town of LeRoy held on Thursday, October 26, 2023, at 7:00 PM in the Boardroom of the Town Hall, 48 Main Street LeRoy, New York.

Members Present: James Farnholz, Supervisor
John Armitage, Council
William Fox, Council
John Johnson, Council
David Paddock, Council
Eric Stauffer, Highway Supt.

Recording Secretary: Patricia A. Canfield, Town Clerk

Others Present: Eileen Dries

Supervisor Farnholz called the regular meeting to order at 7:00 PM followed by approval of the minutes of the meeting of October 12, 2023 on **MOTION** by Councilman Johnson and seconded by Councilman Paddock and passed – Councilman Armitage – abstained.

PUBLIC HEARING:

Budget Hearing – 2024 Proposed Budget –

Supervisor Farnholz read the following Notice of Public Hearing:
Notice is hereby given that the Preliminary Budget for the Town of LeRoy for fiscal year 2024 has been completed and filed in the office of the Town Clerk of the Town of LeRoy where it is available for inspection during regular business hours. Notice is also given that the Town Board of the Town of LeRoy will hold a Public Hearing on Thursday, October 26, 2023 at 7:00 PM in the Boardroom of the Town Hall, 48 Main Street, LeRoy, NY to consider the same. Pursuant to Section 108 of the Town Law, the elected Town Officials are hereby specified as follows:
Supervisor \$16,229.00; Deputy Supervisor \$7,020.00; Town Councilman (3) each \$6,705.00; Town Justice \$30,680.00 and \$28,600; Town Clerk/Tax Collector \$53,651.00; Supt of Highways \$71,500.00. By Order of the Town Board, Patricia A. Canfield, Town Clerk dated October 13, 2023.

The Public Hearing was open for comments:
Eileen Dries, Lake Road – Asked what the 2024 Budget Tax Rate would be?
James Farnholz, Supervisor – Tax Rate in Preliminary Budget is \$1.09.
William Fox, Council – Expressed concerns of the economy and wage increases.

With no further comments on **MOTION** by Supervisor Farnholz and seconded by Councilman Paddock and passed unanimously to close the public hearing.

OLD BUSINESS:

- 1. Village of LeRoy Police Contract – Town Outside Village –**
On **MOTION** by Supervisor Farnholz and seconded by Councilman Armitage and passed with voting as follows: Council Armitage, Fox, Paddock and Supervisor Farnholz – aye; Council Johnson - nay the following **RESOLUTION:**
AGREEMENT BETWEEN VILLAGE OF LEROY AND TOWN OF LEROY TO PROVIDE POLICE PROTECTION
This Agreement made the 26th day of October, 2023, by and between:
The Village of LeRoy, a municipal corporation of the State of New York with offices at 3 West Main Street, LeRoy, NY hereinafter referred to as the Village of LeRoy
The Town of LeRoy, a municipal corporation of the State of New York, with offices at 48 Main Street, LeRoy, New Yor, hereinafter referred to as the Town of LeRoy; and
WITNESSETH:
WHEREAS, THE Village of LeRoy is located wholly within the Town of LeRoy; and
WHEREAS, the Village has established and now maintains a Police Department which exercises its jurisdiction within Village limits; and
WHEREAS, the Town has no Police Department of its own but does desire to provide police protection for inhabitants of the Town residing outside Village limits; and
WHEREAS, from time to time, law enforcement demands exceed the resources of a particular law enforcement agency so that assistance and cooperation from other law enforcement agencies is necessary; and
WHEREAS, the Village and Town deem it desirable and in the interest of public safety for the Village Police Department to be authorized to perform law enforcement services within the limits of the Town for the joint benefit of the Village, Town and their respective inhabitants; such law enforcement by the Village being intended to protect life and property to the two municipalities; and
WHEREAS, General Municipal Law, Section 119-N allows such municipalities may undertake that joint service.
NOW THEREFORE, in consideration of the covenants and agreements set forth herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:
A. The Village Board of Trustees shall authorize the members of its Police Department to act and perform law enforcement services within the Town of LeRoy.
B. The Town hereby authorizes and empowers all duly authorized and appointed representatives and members of the Police Department of the Village, during the term of this agreement, to act and perform law enforcement services within the areas of the Town which are outside of the Village limits of the incorporated Village of LeRoy with the same powers, duties, immunities and privileges as if such officers were acting as such Police Officers and performing such duties within the Village of LeRoy, New York. Nothing contained in this agreement shall be construed as in any way limiting the jurisdiction of such duly authorized and appointed members of the Police Department of the Village to act and pero9frm the duties of such Police Officers to the area in the Town of LeRoy hereinabove in this Agreement

- C. described, and such jurisdiction shall extend to all areas of the Town both inside and outside the boundaries of the incorporated Village.
- D. There are multiple law enforcement agencies with jurisdiction in the Town of LeRoy, including the Genesee County Sheriffs Office and New York State Police. This agreement is not intended to affect or diminish their responsibilities in the Town in any way.
- E. The Village of LeRoy Police Department shall be available for calls for service and law enforcement related matters in the Town of LeRoy if the LeRoy Chief of Police, LeRoy Police Sergeant or his/her designee deem it to be in the best interest of public safety or to protect life and property.
- F. It is further understood that the LeRoy Chief of Police, LeRoy Police Sergeant or his/her designee shall adequately deploy available resources in a manner that will ensure adequate coverage for their primary responsibility, the protection of all Village residents and all persons and property within the Village.
- G. Nothing herein shall limit or restrict the Village Police ability to seek assistance from other law enforcement agencies, including but not limited to the Genesee County Sheriff’s Office and New York State Police.
- H. The Village and Town shall take such steps as necessary to indicate and publicize to the public within the Town that the Police Officers have jurisdiction both within the Village and within the Town outside the limits of the Village.
- I. The Village shall cause all insurance policies covering the operation of the Police Department to be endorsed to include the Town as an additional insured on the same basis as the Village and it shall hold harmless, indemnify and defend the Town from any claim, cost, liability and/or expense arising out of any occurrence involving any act of negligence, by omission or commission, by a police officer acting pursuant to this Agreement, but in no event shall such indemnification exceed the limits of said policies. In consideration of the premium charged, it is hereby understood and agreed that the Town of LeRoy will be added as an additional insured, but only with respect to this Police Protection Agreement and reimburse the Village the total cost for said premium.
- J. From January 1, 2024 through December 31, 2024 the Town shall pay to the Village Sixty-Two Thousand Dollars (\$62,000) for Law Enforcement Services outside the Village by the Village Police Department.
- K. From January 1, 2024 through December 31, 2024 the Town shall pay to the Village two thousand Five Hundred Dollars (\$2,500) for fuel and maintenance for police patrol vehicles.
- L. For dedicated law enforcement services requested by the Town (i.e., Bailiff, Town Court) the Town shall pay to the Village the hourly rate of a Police Officer time expended in such duty as stipulated and agreed to in the latest Village Police Collective Bargaining Agreement.
- M. This Agreement shall become effective upon execution by both parties and shall remain in effect until December 31, 2024.
- N. This agreement cannot be modified orally and can only be modified by the mutual, written agreement of the parties. This Agreement cannot be assigned by either party. Both parties represent that their respective boards have reviewed this Agreement and approved of the same via resolution. This Lease may be executed in counterparts, each of which, when taken together, shall constitute one and the same document. This Lease represents the entire agreement between the parties.
- O. All immunities from liability and exemptions from laws, ordinances and regulations, which law enforcements officers enjoy in their own jurisdiction, shall be effective in the Town of LeRoy, unless otherwise prohibited by law.
- P. This Agreement shall be governed by the laws of the State of New York.

NEW BUSINESS:

- 1. **Sports Park/Facility – David Uberty and Brian Winters – Proposal –**
Proposal is to construct a sports park facility for baseball and softball and looking at properties in the Town of LeRoy possibly near Griswold Interchange or West Bergen Road. The proposed site has not been determined at this time. Facilitators of the proposal are looking for grant funding to be provided from the Town of LeRoy to be reimbursed from Genesee County. Town Board would like additional information provided and invite to meeting for presentation and clarification.
- 2. **Genesee County Smart Growth Application – Water Hookup Authorization – 9404 Warsaw Road –**
Application submitted to Genesee County Planning Dept. by John Gillard, Jr. for water hookup authorization at above address. Permit application submitted for storage building construction first followed by single family home at some point. Based on information submitted, the Town is not recommending approval of authorization. Information will be forwarded to Genesee County Planning.

COMMITTEE REPORTS:

Clerk:

Total fees collected for the month of October, 2023 at \$7,123.00 with \$5,253.37 remitted to the Supervisor.

Assessment:

Supervisor Farnholz reported rental properties will be income-based assessment and will move to 85% assessment for 2024.

Parks & Recreation:

Supervisor Farnholz reported meeting is scheduled for November 2nd at 11:00 AM at Town Hall with Town, Village and Pool Committee representatives to discuss current contract language and review of 2023 season.

Fire Commission:

Councilman Johnson reported Fire Commission has adopted 2024 budget with levy at \$800,000 and rate at 1.795/1,000.

Ambulance:

Councilman Johnson reported LeRoy Ambulance is compiling figures for 2024 budget.

AUTHORIZATION TO PAY BILLS:

On **MOTION** by Councilman Armitage and seconded by Councilman Johnson and passed unanimously the following bills were presented for payment:

Abstract # 20	2023	Voucher #
General Fund A, B, SL & Cap Proj H:	\$17,443.07	556~570
Highway Fund DA & DB:	\$25,300.30	138~143

With no further business to come before the Board, on **MOTION** by Supervisor Farnholz and seconded by Councilman Paddock and passed unanimously to adjourn at 8:13 PM.
Respectfully Submitted, Patricia A. Canfield, Town Clerk