

Regular Meeting of the Town Board of the Town of LeRoy held on Thursday, July 9, 2026, at 7:00 PM in the Boardroom of the Town Hall, 48 Main Street LeRoy, New York.

- Members Present:

James Farnholz, Supervisor
William Fox, Council
John Johnson, Council
David Paddock Council
- Absent:

John Armitage, Council
Eric Stauffer, Highway Supt.
- Recording Secretary:

Patricia A. Canfield, Town Clerk
- Others Present:

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Supervisor Farnholz called the regular meeting to order at 7:00 PM followed by the pledge to the flag and approval of the minutes of June 25, 2026, on **MOTION** by Councilman Paddock and seconded by Councilman Fox and passed unanimously.

NEW BUSINESS:

1. Re-Assessment Project – Commercial Properties – Proposal –

On **MOTION** by Supervisor Farnholz and seconded by Councilman Paddock and passed unanimously with voting as follows: Council Fox, Johnson, Paddock and Supervisor Farnholz – aye the following

RESOLUTION:

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (“Agreement”) by and between the Town of Leroy, a municipal corporation with offices at (hereinafter referred to as the “**TOWN**”) and GAR ASSOCIATES LLC, a New York limited liability company, having a principal place of business at 5500 Main Street, Ste 348, Williamsville, NY 14221 (hereinafter referred to as the “**CONTRACTOR**”).

WHEREAS, the TOWN authorized the undertaking of the assessment support service of all commercial parcels of real property located within its geographic boundaries, except as otherwise expressly provided for herein, for the purpose of preparing the final tax roll for July 1, 2027 (the “Project”); and

WHEREAS, the TOWN requested a Proposal for the Project, and the CONTRACTOR, has submitted a proposal dated June 15, 2026, a copy of which (together with the Exhibits to this Agreement) is attached hereto and made part of this Agreement (the “Proposal”).

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the parties hereto agree as follows:

1. EMPLOYMENT

The TOWN engages the CONTRACTOR, and the CONTRACTOR hereby agrees to provide the professional services set forth in this Agreement, the Exhibits hereto and the Proposal, in connection with the Project.

2. SERVICES & RESPONSIBILITIES

Upon execution of this Agreement and until the completion of the Project (anticipated to be on or about July 1, 2027), the CONTRACTOR will provide professional commercial real property assessment support services as set forth in this Agreement, the Exhibits hereto and the Proposal. These duties shall include the following: GAR will provide commercial valuation consulting services, including but not limited to, updating of the land tables and commercial valuation models and PIDS. In the event any other highly complex parcels are identified by the TOWN or the CONTRACTOR after this Agreement is executed, the CONTRACTOR will submit to TOWN a fee estimate for such services, which must be approved by the TOWN prior to any work being performed.

The TOWN agrees that the CONTRACTOR shall be the TOWN’s exclusive provider of Reassessment and Support Services for the Project for the term of this Agreement. The TOWN shall not engage the services of any consultant, subcontractor or any other party or entity to perform any aspect of the Reassessment and Support Services for the Project during the term of this Agreement, without the prior written consent of the CONTRACTOR; provided, however, that this shall not preclude the TOWN from utilizing the services of the TOWN’s assessor, the TOWN’s assessor’s assistant, or experts to assist the TOWN with proceedings under Article 7 of the New York State Real Property Tax Law.

ROLL SECTION RESPONSIBILITY GRID

<u>ROLL SECTION</u>	<u>PARTY</u>	<u>RESPONSIBLE</u>
1	Taxable	CONTRACTOR
3	State Owned Properties	ORPTS
5	Special Franchise TOWN	ORPTS and
6	Utility ** TOWN Structural**	ORPTS and
	CONTRACTOR - Land & Buildings Only	
7	Railroads TOWN	ORPTS and
8	Wholly Exempt	CONTRACTOR

“ORPTS” is the New York State Office of Real Property Tax Services.
For utility properties, the CONTRACTOR shall determine the land values and structures only. ORPTS and the TOWN shall be responsible for determining the values of the inventory of utility parcels.
The parties recognize that the objective of this Agreement is to bring the TOWN’s equalization rate to 100% and the TOWN and CONTRACTOR will employ commercially reasonable efforts to achieve this objective. The parties further recognize that the objective of this Agreement is to have a support services of the TOWN’S tax roll completed

by the July 1, 2027 Final Assessment Roll filing date, and the terms and conditions of this Agreement are entered into with this understanding.

The TOWN shall use commercially reasonable, good faith efforts to cooperate and collaborate with the CONTRACTOR to support the CONTRACTOR's efforts under this Agreement including, without limitation, working together with the CONTRACTOR to obtain the assistance and cooperation of the Genesee County Real Property Tax

Office and the TOWN's IT consultant and ORPTS, as may be necessary or helpful to complete the Project described in this Agreement.

The TOWN acknowledges that changes in the TOWN'S assessment staff, particularly the TOWN Assessor, during the term of the Project could impair CONTRACTOR's ability to meet timing of Project milestones and Project deliverables. If the TOWN Assessor in office as of the date of this Agreement and/or any members of the critical staff of the TOWN Assessor is no longer engaged by the TOWN, or are not actively working on the Project during the term hereof, the parties acknowledge that there may be additional costs for the time spent on transition to substitute personnel for the TOWN.

3. TERM

This Agreement shall commence on _____, 2026 and shall continue until CONTRACTOR's services hereunder are completed, which is anticipated to be on or about July 1, 2027.

4. COMPENSATION

For all professional services provided by the CONTRACTOR, the TOWN agrees to pay to the CONTRACTOR the aggregate sum of \$60,000 for the Assessment support Services which shall include payment for services for the set out in the "Payment Schedule and Terms of Payment" attached as Exhibit A of this Agreement.

The TOWN shall make progress payments pursuant to the "Payment Schedule and Terms of Payment" attached hereto as Exhibit A, after receipt of the CONTRACTOR'S invoice. All invoices shall include such supporting documentation as the TOWN may reasonably require. If payment is not made timely, interest will accrue on a daily basis after the due date of a payment, at a monthly rate of one percent (1%). Payments will be made as a direct deposit to GAR Associates LLC. GAR to provide bank information upon execution of this agreement.

5. LIABILITY INSURANCE

The CONTRACTOR shall maintain in full force and effect General Liability, Excess Umbrella Liability and Worker's Compensation insurance which shall name the TOWN as an additional insured, with limits of \$1,000,000 per occurrence/\$2,000,000 aggregate, \$5,000,000 and statutory amounts, respectively. The CONTRACTOR shall file a certificate of insurance and statement of policy declaration evidencing such coverage with the office of the TOWN Clerk prior to performing this Agreement or receiving any payment hereunder. The. Such insurance shall provide for notice to the TOWN at least thirty (30) days prior to any termination or any amendment. Certificates of insurance for such coverage are attached hereto as Exhibit B.

6. TERMINATION

The CONTRACTOR may cancel this Agreement in the event of non-payment by the TOWN of any sum due hereunder for thirty (30) days following the day such payment first fell due or in the event that the TOWN does not meet the obligations as outlined in this Agreement; however, the CONTRACTOR must provide to the TOWN with thirty (30) days advance written notice of its intention to terminate, and, in the case of a breach of the TOWN of its obligations under this Agreement, the TOWN shall have a period of thirty (30) days following receipt of such notice in which to cure the same. The TOWN may cancel this Agreement only in the event of breach by the CONTRACTOR of its obligations hereunder and the continuation of such breach following thirty (30) days advance written notice to the CONTRACTOR, and the opportunity to cure, from the TOWN specifying such breach in reasonable detail.

In the event the TOWN decides to unilaterally cancel the Reassessment Project without breach by CONTRACTOR, the CONTRACTOR will be paid for all services rendered and expenses related to the services provided by the CONTRACTOR under this Agreement and incurred up to cancellation, including non-cancelable expenses.

Both parties may mutually agree in writing to terminate this Agreement at any time. The CONTRACTOR will be paid for all services rendered and expenses related to the services to be provided by the CONTRACTOR under this Agreement and incurred up to cancellation including non-cancelable expenses. This amount may be more than payments received up to cancellation to the TOWN for any work in progress.

7. WAIVER OF BREACH

The failure of either party to enforce at any time any provision of this Agreement, including all attachments, shall not affect or impair the validity of the provisions of this Agreement.

8. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed to by the parties hereto, and no other agreements oral or otherwise regarding the subject matter of this Agreement shall be deemed to exist or bind either party. This Agreement may be modified and amended at any time upon mutual agreement, in writing, and signed by both parties.

9. INDEPENDENT CONTRACTOR

The relationship of the CONTRACTOR to the TOWN shall be that of an independent contractor and no principal-agent or employee-employer relationship is created by this Agreement.

10. OWNERSHIP OF DATA/INTELLECTUAL PROPERTY

All data and information collected by or on behalf of the CONTRACTOR or the TOWN shall be the property of the TOWN. All such data or information used by the CONTRACTOR in the Reassessment and Support Services contemplated herein shall remain the property of the TOWN and no use or copying shall be made thereof beyond that listed in this Agreement without the prior written permission of the TOWN.

The CONTRACTOR, at the request of the TOWN, shall provide the TOWN with a detailed list of information and data delivered and the TOWN will provide the CONTRACTOR with written confirmation that the information turned over was complete and satisfactory.

The TOWN acknowledges and agrees that CONTRACTOR owns certain inventions, processes, know-how, trade secrets and other intellectual property, including without limitation analyses, analytical methods, procedures and techniques, and computer technical expertise, software, source code and data, that were independently developed by CONTRACTOR, together with any derivatives, improvements, modifications and developments thereto, and any inventions, improvements, discoveries, methods, and developments which are developed in the direct performance of services (the "CONTRACTOR Technology"). CONTRACTOR shall own all right, title and interest in and to CONTRACTOR Technology.

11. EMPLOYMENT LAWS

The CONTRACTOR shall comply with all the applicable provisions of Federal and New York State Laws, rules, and regulations regarding employment of its employees and shall further specifically comply with those sections related to discrimination.

12. DOCUMENTS

Upon completion of the Project, the CONTRACTOR shall deliver to the TOWN any required documents as previously agreed to by the CONTRACTOR and the TOWN.

13. LAWS GOVERNING

This Agreement shall be construed in accordance with the laws of the State of New York without regard for reference to its conflict of laws principles.

14. NON-DISCLOSURE

In order to protect the interests of the TOWN, and the CONTRACTOR, no valuation data related to the Reassessment and Support Services will be released to the general public without the express written consent of the TOWN. Notwithstanding the foregoing, if the CONTRACTOR becomes required by law or applicable legal process (by deposition, interrogatory, request for documents, subpoena, court order, civil investigative demand or similar process) to disclose any valuation data, the CONTRACTOR shall provide the TOWN with prompt prior written notice of such requirement and the terms of and circumstances surrounding such requirement so that the TOWN may seek an appropriate protective order or other remedy, or waive compliance with the terms of this Agreement, and the CONTRACTOR shall provide such cooperation with respect to obtaining a protective order or other remedy as TOWN shall reasonably request. If a protective order or other remedy is not obtained, or if the TOWN is required to waive compliance with the provisions hereof, the CONTRACTOR will furnish only that portion of such valuation data which, as it is advised in a written opinion by its counsel, it is legally required to furnish. The TOWN shall indemnify and hold the CONTRACTOR harmless from all costs, expenses, and judgments, including reasonable attorney's fees incurred in connection with any request for a protective order or similar type of relief opposing the production of the valuation data. Subject to the obligations and responsibilities of this Section as set forth above, upon delivery to the TOWN Project Administrator all specific work products shall belong to the TOWN and the CONTRACTOR shall not sell or otherwise disclose any information concerning specific properties or classes of property within the TOWN during or after the completion of this Agreement without the express written consent of the TOWN.

15. U.S.P.A.P COMPLIANCE

All valuation and appraisal methodology will be utilized in accordance with U.S.P.A.P. (Uniform Standards of Professional Appraisal Practice) Standards and will be performed on all parcels according to the terms of this Agreement. The CONTRACTOR agrees and the TOWN acknowledges the U.S.P.A.P. compliance required by the CONTRACTOR. Furthermore, the TOWN acknowledges that under the U.S.P.A.P. compliance, the CONTRACTOR is obligated to support any and all assessment valuations developed by the CONTRACTOR and accepted by the TOWN, for the purpose of the revaluation Project. Accordingly, at the TOWN's discretion and written request, the CONTRACTOR shall appear as an expert witness on behalf of the TOWN in all certiorari proceedings resulting from the final assessed values, which the CONTRACTOR made, and which were placed on parcels on the final assessment roll and only if that grievance has been filed prior to grievance day. This service is not part of the CONTRACTOR's compensation under this Agreement and will be billed at CONTRACTOR's hourly rates then in effect, which range from \$100 per hour to \$325 per hour, depending on the hourly rate of the representative of the CONTRACTOR assigned to testify for developing documentation and otherwise preparing to testify as well as actually appearing and delivering testimony. Notwithstanding the foregoing, the TOWN may but shall not be obligated to retain the CONTRACTOR to do a formal "trial ready" appraisal in connection with a tax certiorari proceeding as a separately performed and separately priced service outside of this Agreement.

The CONTRACTOR will not provide any appraisal services on behalf of a petitioner in a proceeding under New York Real Property Tax Law Article 7 for property located in the TOWN during the duration of the term of this Agreement and for a period of eighteen (18) months following such term, provided, however (i) CONTRACTOR's agreement to be bound for the 1-year period following the term of this Agreement shall not apply if this Agreement is terminated prior to its anticipated expiration pursuant to Section 6 hereof, and (ii) during such 1-year period, CONTRACTOR shall have a right of first refusal to provide appraisal services to the TOWN in connection with any such Article 7 proceedings commenced during such period on terms and conditions mutually acceptable to the CONTRACTOR and the TOWN.

16. NOTICES

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid).

17. AVAILABILITY OF DATA/FILES

Upon request and for the duration of this Agreement, the TOWN shall provide the CONTRACTOR access to the TOWN'S RPS.db and any related assessment software files, any and all related image files and any other project-related files (i.e., "electronically stored", hard copies etc.) required to perform Project tasks and maintain the Project timelines. The TOWN acknowledges that delays in the CONTRACTOR's access to the above-described items can cause delays in meeting Project deadlines and increase costs for the CONTRACTOR. In the event the CONTRACTOR incurs additional costs as a result of the TOWN's failure to provide timely access to the above-mentioned project files, the CONTRACTOR reserves the right to submit a change order to the TOWN for such verifiable additional costs.

18. FORCE MAJEURE

As used herein, "Force Majeure" shall mean acts of God, fire, severe weather conditions, casualty, explosion, riot, war, acts of terrorism, labor disputes, strikes, governmental restrictions or actions, disruption of the transportation system, inability to obtain data or access to the same from the TOWN and/or and other third party necessary to perform the Project and Support Services and/or any other causes (other than financial) beyond a party's reasonable control. If either party shall be delayed or prevented from performing under this Agreement as the result of Force Majeure event, then such performance will be excused for a period equivalent to the period of the delay. The inability to obtain financing or lack of money alone will not constitute Force Majeure event, and this provision will not excuse non-payment of monies.

19. ASSIGNMENT

This Agreement may not be assigned by either party. This Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties hereto and their respective successors. Except as may be expressly provided or incorporated by reference herein, no provision of this Agreement is intended, nor shall it be interpreted to provide or create any third-party beneficiary rights or any other rights to any other person or entity not a party herein.

20. COUNTERPARTS

This Agreement may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

21. NO GUARANTY

Notwithstanding the foregoing, nothing in this Agreement or otherwise shall be construed as a guaranty of the CONTRACTOR's assessment of market value of any parcel of real property covered by this Agreement, it being

understood and agreed that the techniques and procedures to be employed hereunder by the CONTRACTOR have been developed for mass appraisal. **Any and all guarantees are expressly denied.**

22. USE OF SUBCONTRACTORS

The CONTRACTOR may utilize subcontractors to assist in the reassessment Project upon prior approval from the TOWN.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 9th day of July, 2026.
TOWN OF LEROY, NEW YORK

Exhibit A

Payment Schedule and Terms of Payment

For Value Received the TOWN promises to Pay GAR Associates LLC. The sum of \$60,000
(Reassessment Contract amount) payable as follows:

Date	Amount
July 15, 2026	\$30,000
January 1, 2027	\$30,000
Total 2026	\$60,000

2. Board Meeting – July 23, 2026 – Cancellation –

On **MOTION** by Supervisor Farnholz and seconded by Councilman Fox and passed unanimously with voting as follows: Council Fox, Johnson, Paddock and Supervisor Farnholz – aye the following

RESOLUTION:

RESOLVED, the Town Board of the Town of LeRoy authorizes to cancel the regularly scheduled Town Board meeting for July 23, 2026 and will resume meetings on August 13, 2026.

3. Surveillance Camera – Town Hall – Town Clerk Office -

On **MOTION** by Councilman Fox and seconded by Supervisor Farnholz and passed unanimously with voting as follows: Council Fox, Johnson, Paddock and Supervisor Farnholz – aye the following

RESOLUTUION:

RESOLVED, the Town Board of the Town of LeRoy will contract with Amherst Security to install surveillance television screen in the clerk’s office.

COMMITTEE REPORTS:

Clerk:

Total fees collected for the month of June 2026 at \$8,031.00 with \$7,097.32 remitted to the Supervisor.

Code:

Supervisor Farnholz reported the code violation located on Church Street has been extended by court to September 1st to allow for cleaning up area to bring into code compliance.

Building:

Supervisor Farnholz reported on conference door security and determined that the door handle will be replaced with a lockable set to secure conference room door.

Assessment:

Supervisor Farnholz reported Hamlin and LeRoy Town Attorney’s will be compiling a memorandum of agreement contract to share assessment personnel during re-assessment for Town of LeRoy with Town of Hamlin billing back for hours and healthcare benefits in LeRoy.

Ambulance:

Supervisor Farnholz reported the AED has been delivered to the Highway Dept. Scheduled CPR class for Highway Dept. has been postponed.

AUTHORIZATION TO PAY BILLS:

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

Abstract # 13	2025/26	Voucher #
General Fund A, B, SL :	\$49,499.39	284~322 [incl. online/prepay pay]
Highway Fund DA & DB:	\$1,522.82	102

With no further business to come before the Board, on **MOTION** by Councilman Johnson and seconded by Councilman Fox and passed unanimously to adjourn at 7:32 PM.

Respectfully Submitted, Patricia A. Canfield Town Clerk