

The regular meeting of the Homer Town Board was held at the town hall located in the Village of Homer, on Wednesday, May 13, 2026, in the town boardroom, with Supervisor Park presiding.

Members Present:

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

Others Present: Town Clerk, Brooke L. Poli; Deputy Town Clerk, Lindsey VanHubert; Highway Superintendent, Kyle Bean; Attorney to the Town, Dan Ellis II; Attendees: Larry Jones

Supervisor Park called the regular meeting to order at 6:35 p.m. and opened with the pledge of allegiance.

MONTHLY MEETING MINUTES

Councilmember Head made a motion, seconded by Deputy Supervisor Leach to approve the Draft Regular Town Board Meeting minutes of April 8, 2026. All voting aye, the motion carried. **RESOLVED: to approve the Draft Regular Town Board Meeting Minutes of April 8, 2026.**

MONTHLY BILL PAY

General bills were approved as audited by Councilmember Brown, motioned by Councilmember Brown to approve the general fund vouchers for payment, seconded by Councilmember Williams. All voting aye, the motion carried. **RESOLVED: That General Fund, abstract #5 of 2026, vouchers #123 through #169 totaling \$182,021.49 were approved for payment.**

Highway bills were approved as audited by Councilmember Head, motioned by Councilmember Head, to approve highway fund vouchers for payment, seconded by Deputy Supervisor Leach; All voting aye, the motion carried: **RESOLVED: that Highway Fund, abstract #5 of 2026, vouchers #46 through #62 all totaling \$42,973.85 were approved for payment.**

WRITTEN DEPARTMENT REPORTS

Councilmember Williams made a motion, seconded by Councilmember Brown, to receive and file the following monthly April reports as presented:

1. The Code Enforcement Officer-April 2026
2. Town Clerk- April 2026
3. Dog Control Officer- April 2026
4. Superintendent- April 2026

All voting Aye, the motion carried.

Deputy Supervisor Leach made a motion, seconded by Councilmember Brown, to approve and pay Harter Secrest & Emery LLP, voucher #5 in the amount of \$1,081.60 to be reimbursed to the Town from the project escrow account for the AES Project. All voting aye, the motion carried. **RESOLVED: to approve and pay Harter Secrest & Emery LLP, voucher #5 for \$1,081.60 to be paid by the town and reimbursed from the project escrow account for the AES Project.**

Deputy Supervisor Leach made a motion, seconded by Councilmember Head, to approve and pay Timothy C. Buhl, PE, voucher #7 the amount of \$1,925.00 to be paid from the Seaboard Solar Project escrow account. All voting aye, the motion carried. **RESOLVED: to approve and pay Timothy C. Buhl, PE, voucher #7, in the amount of \$1,925.00 to be paid from the Seaboard Solar Project escrow account.**

PRIVILEGE OF THE FLOOR

There was only one comment from a resident thanking the town clerk for the effective document retrieval advice and thanking her for the advice. There were no other comments.

AGENDA ITEMS

Planning Board Chair, Michael McMahon reviewed and updated the town board on the solar ordinance update that Cortlandville adopted an early model, which was legally reviewed and the prohibition on solar installation limits in New York State. He stated the Homer Planning Board recommended extending the solar moratorium by another 6 months to allow completion of ordinance.

On Motion by Councilmember Head, seconded by Deputy Supervisor Leach, to extend the moratorium for up to 6 months, with the option to lift it early upon completion of satisfactory ordinances. All voting aye, the motion carried. **RESOLVED: to extend the moratorium for up to 6 months, with the option to lift it early upon completion of satisfactory ordinances.**

The town historian, Martin Sweeney, gave his semi-annual report for 2026. He reviewed the following items in his report: multiple historical inquiries managed, office visits and assistance to researchers, contributed to new historical publications and exchanges of archival materials.

He participated in local history lectures, classes, and events such as presenting at a recent class at SUNY Cortland, Carpenter book launch, and at open house at Homer Town Hall. He also reported new historical roadside marker is coming to Cherry Street for historic WCTU chapel building and several notable donations we made.

Historian Sweeney donated a filing cabinet to support the growing archives and requested official endorsement from the town for the America 250 Play which scripting a community play for America's 250th anniversary, evolving from one to two acts. Historian Sweeney stated the event was endorsed by the Landmark Society and Village of Homer. He launched a campaign to raise funds for Carpenter monument and raised over \$1,000 at recent event. T-shirts available for fundraising purposes at the town clerk's office and Homer Men and Boys in support of the Carpenter monument. The town board thanked Historian Sweeney for his dedicated work and his submitted report.

On Motion by Councilmember Head, seconded by Deputy Supervisor Leach, for the Town of Homer to endorse the America 250 play. All voting aye, the motion carried. **RESOLVED: for the Town of Homer to endorse the America 250 play.**

On Motion by Councilmember Williams, seconded by Deputy Supervisor Leach, to receive and file Town Historian Martin Sweeney's semi-annual report for November through May. All voting aye, the motion carried. **RESOLVED: to receive and file Town Historian Martin Sweeney's semi-annual report for November through May.**

Superintendent Bean stated the highway department is still working on general operations including facility cleaning, equipment maintenance, ongoing culvert replacement, ditch work, road shouldering, grading of seasonal roads, and storm clean-up. The roadwork plans include pending state budget is impacting CHIPS money availability.

There was discussion on a new highway hire, Dalton Busby, \$22/hour, which started May 5, 2026, and an employment agreement was signed which outlined the benefit structure. He declined health insurance which increased his hourly rate.

On motion by Deputy Supervisor Leach, seconded by Councilmember Williams, **to approve and hire Dalton Busby as a full-time motor vehicle operator and fund the position at \$22/hour.** All voting aye, the motion carried. **RESOLVED: approve and hire Dalton Busby as a full-time motor vehicle operator and fund the position at \$22/hour.**

There were two quotes submitted for a new replacement furnace for the highway garage.
Quote #1: AFT Mechanical, LLC: \$4,730.00
Quote #2 BAT Heating & Air Conditioning: \$2,225.00

On motion by Deputy Supervisor Leach, seconded by Councilmember Williams, to approve and accept submitted lowest bid of \$2,225.00 from BAT Heating & Airconditioning for a 92% efficiency, 40,000 BTU furnace replacement at the highway garage. All voting aye, the motion carried. **RESOLVED: to approve and accept submitted lowest bid of \$2,225.00 from BAT Heating & Airconditioning for a 92% efficiency, 40,000 BTU furnace replacement at the highway garage.**

On motion by Councilmember Brown, seconded by Deputy Supervisor Leach, to declare Truck #10, 2018 Ram 4500 dump truck (Vin # 3C7WRLA5JG421397); Truck #11, 2008 International 18-wheel cab & chassis (Vin# 1TWXAHT28J568205); ND as surplus and to sell via auction, keeping the plow and box attachments; and dump box and hoist for 18-Wheeler. All voting aye, the motion carried. **RESOLVED: to declare Truck #10, 2018 Ram 4500 dump truck (Vin # 3C7WRLA5JG421397); Truck #11, 2008 International 18-wheel cab & chassis (Vin# 1TWXAHT28J568205); as surplus and to sell via auction (keeping the plow and box attachments); and dump box and hoist for 18-Wheeler.**

On motion by Deputy Councilmember Leach, seconded by Councilmember Brown, to authorize the purchase and installation of a Western 9' straight blade snowplow and a 2.2-yard salt spreader in the amount of \$15,823.00 for the GM Silverado Truck. All voting aye, the motion carried. **RESOLVED: to authorize the purchase and installation of a Western 9' straight blade snowplow and a 2.2-yard salt spreader in the amount of \$15,823.00 for the GM Silverado Truck.**

Town Clerk Poli updated the town board on the NYSTCA Conference highlights the clerks attended, which included the vendors visited, payment methods considered for residents, exchange of ideas and office improvements that they will evaluate. Clerk Poli thanked and expressed their appreciation for a supportive town board. She also stated New York State is now requiring a dog shelter donation field on all dog renewals.

On motion by Councilmember Head, seconded by Councilmember Williams, to select Country Acres Animal Shelter to be added to the dog licensing form for potential donations and that all donations made on dog licensing forms go to Country Acres. All voting aye, the motion carried. **RESOLVED: to select Country Acres Animal Shelter to be added to the renewal dog licensing form and to be the recipient of all donations made on the form.**

The Town and Village reached the below tentative agreement for police use of office/space in the Town Hall, and the town board reviewed the following agreement.

TOWN HALL LEASE AGREEMENT POLICE DEPARTMENT

This Agreement is made between the **Town of Homer**, a municipal corporation of the State of New York, with offices at 31 North Main Street, Homer, NY (the "Town"), and the **Village of Homer**, a municipal corporation of the State of New York with offices at 31 North Main Street, Homer NY (the "Village").

1. Premises

The Town hereby leases to the Village designated space within the Homer Town Hall lower level located at 31 North Main Street, Homer, NY (the "Premises"), for offices and all police actives and storage purposes, together with reasonable use of the lower-level conference room.

2. Use of Premises

The Premises shall be used solely for municipal purposes, specifically for the operation of the Village of Homer Police Department, including administrative offices, storage, evidence handling (in compliance with law), and related public safety functions. No other use shall be permitted without prior written consent of the Town.

3. Term

The term of this Agreement shall be (10) years, commencing May 1, 2026, and ending April 30, 2036.

Optional Renewal

This Agreement may be renewed for additional 10-year terms upon mutual written agreement of both parties at least 180 days prior to expiration. If the 10-year term is not renewed in writing, the lease shall automatically renew for one year unless prior written termination is provided by either party.

4. Rent

The Village shall pay annual rent of **\$7,200**, payable in equal monthly installments of **\$600** (rent includes electricity and gas), due on or before the first day of each month. The Town and Village agree to assess utility costs at the end of year number one, and the lease payment may be renegotiated at that time. It is the intent of the Town and Village that utility costs shall be reevaluated on an annual basis thereafter and the rent may be adjusted upon the mutual agreement of the Town and Village. Any adjustment to rent based on utility costs shall be based on documented increases in actual utility expenses attributable to the Premises.

5. Utilities

- A. The Town shall provide and pay for gas and electricity,
- B. The Village shall be responsible for telephone, internet, security systems, data systems, and any services specific to police operations.
- C. Any extraordinary utility usage related to specialized police equipment may be separately billed upon mutual agreement.
- D. Utility responsibilities shall be reviewed annually but shall not be modified without written agreement of both parties.

6. Building Maintenance and Repairs

- A. The Town shall be responsible for structural elements, roof, HVAC, plumbing, and major building systems.
- B. The Village shall be responsible for interior maintenance and any damage to police department caused by its operations, employees, or equipment.
- C. The Village shall promptly notify the Town of any needed repairs.
- D. Emergency repairs required due to police operations shall be coordinated with the Town as soon as practicable.
- E. The Village shall be responsible for and bear the cost of any future leasehold improvements not covered above.

7. Access and Security

- A. The Village shall have 24-hour access to the Premises for police operations.
- B. The Village Police department shall install security devices, and incorporate existing Town Cameras, to accomplish reasonable security measures, including controlled access systems and cameras to monitor the entire building including the Town Clerk's offices.
- C. All weapons, evidence, and sensitive materials shall remain under the exclusive control of the Village and be maintained in accordance with applicable laws and standards.

8. Insurance

- A. Required Coverage. Tenant (Village) shall maintain, at its sole cost and expense, during the term of this Lease, the following insurance coverage, whether through commercial insurance or a duly authorized municipal self-insurance program or risk pool:
 - i. Commercial/Municipal General Liability. Coverage for bodily injury, personal injury, and property damage arising out of Tenant's use and occupancy of the Premises, with limits of not less than: \$1,000,000 per occurrence, \$2,000,000 aggregate.
 - ii. Law Enforcement Liability. Coverage for claims arising out of law enforcement activities, including but not limited to: false arrest, false imprisonment, malicious prosecution, civil rights violations, excessive or improper use of force. Such coverage shall have limits of not less than \$1,000,000 per occurrence.
 - iii. Public Officials Liability (Errors and Omissions). Coverage for administrative acts, decisions, and omissions associated with Tenant's operations.
 - iv. Workers' Compensation and Employers Liability. In compliance with New York statutory requirements.
 - v. Automobile Liability. Coverage for owned, leased, rented, and hired vehicles with a minimum limit of \$1,000,000 combined single limit.
 - vi. Umbrella / Excess Liability. Excess coverage over the above policies with limits of not less than \$5,000,000 per occurrence.

- B. Additional Insured. To the fullest extent permitted by law, the Town, its officers, officials, employees, and volunteers shall be named as Additional Insureds on the General Liability, Law Enforcement Liability, and Automobile Liability policies (or their equivalent in a municipal risk pool), with respect to Tenant's use and occupancy of the Premises.
- C. Primary and Non-Contributory. Tenant's insurance coverage shall be primary and non-contributory to any insurance maintained by the Town, with respect to Tenant's use and occupancy of the Premises.
- D. Proof of Coverage. Prior to occupancy and annually thereafter, Tenant shall provide: Certificates of insurance or equivalent documentation; Endorsements (or coverage memoranda for self-insured programs) confirming additional insured status and coverage types and limits; and written notice of any material change or cancellation.

9. No Assumption of Law Enforcement Responsibility

Nothing in this Lease shall be deemed to create a joint venture or partnership between the Town and village, transfer or assign any law enforcement authority, responsibility, or control to the Town, or establish any supervisory role of the Town over Village police operations.

10. Control of Premises and Operations

The Village shall be solely responsible for security within the leased space; handling of detainees; storage of weapons, evidence, and sensitive materials; and compliance with all applicable laws governing police operations. The Town shall have no responsibility or liability for such activities.

11. Indemnification

The Village agrees to indemnify, defend, and hold harmless the Town, its officers, employees, and agents from and against all claims, damages, losses, and expenses arising out of or resulting from the Village Police Department's use of the Premises, including but not limited to law enforcement activities, detainees, or public interaction.

12. Alterations and Improvements

No alterations, improvements, or structural changes shall be made without prior written consent of the Town. Approved improvements shall comply with all applicable codes and laws. Any leasehold improvements shall remain with the property at lease termination unless an agreement as to ownership has been reached prior to the improvement.

13. Parking and Grounds

The Village shall be permitted reasonable use of parking areas for police vehicles (Number of vehicles?). The Village shall assist with plowing and salting of parking areas during winter months as mutually coordinated with the Town. The Town shall maintain general grounds, mowing and landscaping.

14. Property Responsibility

The Village shall be responsible for all loss or damage to its own property, including police equipment, records, and evidence. The Town shall not be liable for any such loss except to the extent caused by the Town's negligence.

15. Fire or Casualty

In the event of damage or destruction of the building, the Town may terminate this Agreement upon written notice. The Town shall not be liable for loss of Village property due to fire, theft, or casualty.

16. Termination

Either party may terminate this Agreement with 180 days written notice, but only for cause or mutual agreement. Upon termination, the Village shall remove its property and restore the Premises to reasonable condition.

17. Assignment

The Village shall not assign or sublease the Premises without prior written consent of the Town.

18. Surrender of Premises

At the expiration or termination of this Agreement, the Village shall surrender the Premises in good condition, reasonable wear and tear excepted.

19. Authority

This Agreement is entered pursuant to applicable provisions of New York State General Municipal Law and Town Law and has been duly approved by the governing bodies of both the Town and the Village.

20. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements pertaining to the lower level of the town hall.

IN WITNESS WHEREOF

Town of Homer

By: _____
Supervisor Michael Park
Date: _____

Village of Homer

By: _____
Mayor Patrick Clune
Date: _____

On motion by Councilmember Williams, seconded by Deputy Supervisor Leach, to authorize and approve the supervisor to sign the Town Hall Lease Agreement with the Village Police Department. All voting aye, the motion carried. **RESOLVED: to authorize and approve the supervisor to sign the Town Hall Lease Agreement with the Village Police Department.**

A lower-level update was given which included ATF completing final commissioning and minor items remaining and positive feedback from the open house. A ~~design~~ roof enclosure for the equipment in the parking lot will need to be designed and built to protect equipment from snow in winter months.

On motion by Deputy Supervisor Leach, seconded by Councilmember Head, to approve and accept the submitted quote from Absolutely Clean in the amount of \$45.00 per week for the cleaning of the downstairs community room, two restrooms, and break area. All voting aye, the motion carried. **RESOLVED: to approve and accept the submitted quote from Absolutely Clean in the amount of \$45.00 per week for the cleaning of the downstairs community room, two restrooms, and break area.**

On motion by Councilmember Brown, seconded by Deputy Supervisor Leach, to approve and accept Change Orders #9-17 totaling \$31,257.00 for the town hall lower-level construction project. All voting aye, the motion carried. **RESOLVED: to approve and accept Change Orders #9-17 totaling \$31,257.00.**

On motion by Deputy Supervisor Leach, seconded by Councilmember Brown, to approve and accept Phillips Landscaping & Snow Removal estimate in the amount \$999.00 for landscaping maintenance for the town hall. All voting aye, the motion carried. **RESOLVED: to approve and accept Phillips Landscaping & Snow Removal estimate in the amount \$999.00 for landscaping maintenance for the town hall.**

Discussion on redoing town parking lot and adding trees to the back entrance of the town hall. The tree in the back entrance should be removed because of the root system, and tree had a plaque that will be repurposed. Deputy Supervisor Leach and Superintendent Bean will obtain a quote for trees for the back of the town hall.

On motion by Deputy Supervisor Leach, seconded by Councilmember Head to approve and accept East Hill Paving estimate in the amount \$5,200.00 for paving and expanding the town hall parking lot. All voting aye, the motion carried. **RESOLVED: to approve and accept East Hill Paving estimate in the amount \$5,200.00 for paving and expanding the town hall parking lot.**

The town board discussed a speed limit request on Sweeney Road due to increased housing, traffic, and safety concerns. It was tabled until next month.

Supervisor Park stated the town is still waiting to hear back from the state concerning the Smart Growth Plan and no further update was available.

There was discussion and review on the Draft Local Law No. 2 of 2026 to Establish a Procedure for Residents Requests to Convert Seasonal or Minimum Maintenance Roads to Year-Round Town-Maintained Roads. No decisions were made.

On motion by Councilmember Head, seconded by Deputy Supervisor Leach, to change Deputy Town Clerk from paid hourly to salary. All voting aye, the motion carried.

RESOLVED: to change Deputy Town Clerk from paid hourly to salary.

The town board discussed whether to continue running the supervisor's report monthly in the Homer News or to just publish through the website. The town board made no changes and agreed to continue to run the monthly newsletter in the Homer News.

Attorney Ellis reported the Houghton Hill Solar Project sold to a new developer and meetings were held and construction was likely to commence in June upon fulfillment of pre-construction conditions which include a road survey and legal filings.

Soil & Water Conservation District will be employed for weekly site inspections and costs will be billed to the project's escrow. Developers agreed to focus hiring/purchasing locally. The Houghton Hill Road Solar Project is aimed to be completed in December.

As there was no further business, the meeting adjourned at 8:54 pm.

Respectfully Submitted,
Brooke L. Poli