

**SPECIAL TOWN OF BYRON BOARD MEETING
December 30, 2024**

The Special Byron Town Board Meeting was called to order by Supervisor Candace Hensel at the Byron Town Hall at 5:31 p.m. with the following people present:

Supervisor.....	Candace Hensel
Councilman.....	Martin Dilcher
Councilman.....	Jeff Thompson
Councilman.....	Nathan Knickerbocker
Councilman.....	Fred Klycek
Town Clerk.....	Kristy Murphy
Invited Guests.....	Bridgette Cook, Town Attorney
.....	Mark Sweeny, Cypress Creek
.....	Noel Swanson, Cypress Creek

Public: Peter Yasses Michelle Yasses Peter Lockner Steve Lockner Theresa Hammer
Reggie Macdonald Brian Hickey Duane Weatherall Bob Mruzcek Lori Ivison
Dean Ivison Shelby Bechard Michelle Weatherall

Pledge of Allegiance:

The pledge of allegiance was led by Supervisor Hensel.

LEATHER LEAF SOLAR HOSTING COMMUNITY AGREEMENT

RESOLUTION #121:

Councilman Dilcher offers the following resolution and moves for its adoption:

**TOWN OF BYRON TOWN BOARD RESOLUTION
APPROVING THE HOST COMMUNITY AGREEMENT
WITH LEATHERLEAF SOLAR, LLC**

**LEATHERLEAF SOLAR, LLC – SOLAR PROJECT
7501 IVISON RD., BYRON, NY
PARCEL: 9.-1-7.113**

WHEREAS, Leatherleaf Solar, LLC (“Leatherleaf Solar”) submitted an application for the construction and operation of a ground-mounted solar PV panel system located at 7501 Ivison Road (Parcel: 9.-1-7.113), Byron, NY, with a total capacity of ±5 MWac (the "Project"); and

WHEREAS, on or about April 12, 2023, Leatherleaf Solar delivered a Notice of Intent to Construct a Solar Energy Project pursuant to RPTL § 487 to the Town for the Project; and

WHEREAS, on or about July 13, 2023, the Town of Byron Planning Board adopted resolutions approving the Special Use Permit and Site Plan for the Project (“Planning Board Approvals”), subject to conditions including the execution of a Payment In Lieu of Taxes (PILOT) Agreement pursuant to New York Real Property Tax Law (RPTL) Section 487; and

WHEREAS, in November 2023, Leatherleaf Solar applied to the Genessee County Economic Development Center (“GCEDC”) for certain real property and sales tax abatement and benefits; and

WHEREAS, on March 28, 2024, the GCEDC approved the requested Leatherleaf Solar application pursuant to the GCEDC Uniform Tax Exemption Policy (“UTEP”) required Leatherleaf Solar to enter into a host community agreement with the Town; and

WHEREAS, the Town and Leatherleaf Solar negotiated an agreement that provides for annual payments by Leatherleaf Solar to the Town over a term of fifteen (15) years, with payments starting at \$2,500.00 per Megawatt AC and escalating by 2% annually, as detailed in the agreement to meet the requirements of the Planning Board Approvals and the GCEDC UTEP (“Host Community Agreement”); and

WHEREAS, the Host Community Agreement further ensures the Project’s tax-exempt status under RPTL Section 487 while providing fair compensation to the Town in lieu of property taxes, supporting local municipal operations and services; and

WHEREAS, the Town Board and the Town Attorney have reviewed the proposed Host Community Agreement, and the Town Board finds it to be in the best interest of the Town to enter into the Host Community Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Byron hereby:

1. approves the Host Community Agreement between the Town and Leatherleaf Solar, LLC, as presented; and
2. authorizes the Town Supervisor to execute the Host Community Agreement on behalf of the Town; and
3. directs the Town Clerk to file the executed Host Community Agreement in the Town’s official records; and
4. any other administrative and/or ministerial actions necessary in connection herewith.

Councilman Knickerbocker seconded the resolution which was adopted by the following polled vote:

Councilman Klycek-	Aye
Councilman Thompson-	Aye
Councilman Dilcher-	Aye
Councilman Knickerbocker-	Aye
Supervisor Hensel-	Aye

Vote: Ayes: 5 Nays: 0

TOWN OF BYRON

RECOMMENDED BUDGET MODIFICATIONS

Dec 30th 2024

GENERAL FUND - TOWNWIDE

Unanticipated Revenue

<i>Transfer From:</i>	A2401U	Interest - Gen Unrestricted Savings	\$	1,405.00
			TOTAL:	<u>\$ 1,405.00</u>

<i>Transfer To:</i>	A1110.4C	Muni Court, Contr-Interpreter	\$	120.00
	A1220.4	Supervisor Contr	\$	215.00
	A1420.4	Law, Contr Expend	\$	591.00
	A3120.1	Police, Pers Serv	\$	75.00
	A8020.4	Planning Contr	\$	295.00
	A9060.8C	Dental Insurance	\$	109.00
			TOTAL:	<u>\$ 1,405.00</u>

HIGHWAY FUND - TOWNWIDE

<i>Transfer From:</i>	DA5110.1	General Repairs Svc	\$	1,121.00
			TOTAL:	<u>\$ 1,121.00</u>

<i>Transfer To:</i>	DA9060.8B	Health Savings Acct	\$	233.00
	DA9089.8A	Clothing Allowance	\$	888.00
			TOTAL:	<u>\$ 1,121.00</u>

SEWER DISTRICT

		Unanticipated Revenue	
<i>Transfer From:</i>	SS2401R	Interest - Sewer Reserve	\$ 6,055.00
			<u>\$ 6,055.00</u>
<i>Transfer To:</i>	SS8120.4PT	Sewage Coll. System Contr.	\$ 6,055.00
			<u>\$ 6,055.00</u>

GENERAL, HIGHWAY AND SEWER FUND BUDGET TRANSFERS
RESOLUTION # 122

Councilman Klycek offered the following resolution and moved for its adoption:

BE IT RESOLVED, that the Byron Town Board authorizes the above transfers:
Councilman Dilcher seconded the resolution which was adopted by the following polled vote:

Councilman Klycek-	Aye	
Councilman Thompson-	Aye	
Councilman Dilcher-	Aye	
Councilman Knickerbocker-	Aye	
Supervisor Hensel-	Aye	
Vote:	Ayes: 5	Nays: 0

2025 CONTRACTS FOR EMERGENCY SERVICES:

- Supervisor Hensel asked if the liaisons had completed negotiations with the fire departments so the contracts could be signed since the last meeting.
- Councilman Knickerbocker states at the last meeting he thought the negotiations were done. That's why he requested the town clerk to update the contract with the correct amount per the last meeting
- Supervisor Hensel asks Councilman Klycek to recuse himself from the conversation regarding the Fire Contracts.
- Councilman Klycek stepped down from the bench and asked if he could make a statement.

Councilman Klycek's Statement:

This is a brief timeline of the events leading up to contracts between the Town of Byron, Byron Fire Dept #1 Inc, and South Byron Volunteer Fire Co Inc.

September through October 2024; several conversations were held between the fire companies pertaining to contracts for calendar year 2025. Fire companies agreed to work together, and

request \$150,000 for S Byron, \$150,000 for Byron, an additional \$10,000 for Byron in support of the ambulance, and \$30,000 for the ambulance debt service. Total budget request \$340,000.

November 7, 2024; Town of Byron Board, special budget meeting. The Town Board adopted a budget for 2024 that included \$340,000 for fire service.

November 25, 2024; Supervisor Hensel calls a meeting with representatives of the fire companies to discuss a contract that mandates a consolidation of the two fire companies by November 1, 2025. The draft copy of the contract was evidently copied from a contract originating in Orleans County. Article 9C stated "to file a petition with the Orleans County Supreme Court for an order approving the plan of merger no later than November 1, 2025".

December 11, 2024; Discussion by Board members of the timelines stated in Supervisor Hensel's draft contract. It was agreed that the timelines may not be reasonable. The Town Board agreed that the 2024 contracts would be updated to 2025, and the dollar amounts as agreed to at the town board budget meeting, (South Byron \$150,000, Byron \$160,000, and the ambulance debt service \$30,000) would be inserted. In addition, a clause to be added stating that the fire departments would present a plan of consolidation to the Board, no later than December 31, 2025.

December 16, 2024; Supervisor Hensel emails copies of her discussion draft contracts (the one that apparently originated in Orleans County) to the Board. This directly defies the Board's agreement from the December 11, 2024 meeting.

December 17, 2024, 8:25AM; I sent the following email to the Town Board (Supervisor Hensel, Councilmen Knickerbocker, Thompson, Dilcher, Town Clerk Murphy)

The discussion drafts are not the contracts the town board agreed to present to the fire departments at the town board meeting held on December 11, 2024. We had a lengthy discussion that ended with the following agreement:

The 2024 contracts were to be updated for 2025

The dollar amounts to be paid to the fire departments were to be adjusted as agreed to at the budget meeting held on November 7, 2024

A paragraph was to be added to the contracts stating that the fire departments were to present a plan of consolidation to the town board no later than December 31, 2025.

The discussion drafts Supervisor Hensel is referring to are not what we agreed to.

Supervisor Hensel, I am requesting that you send the town board copies of the contracts for both fire departments, in the form I described above, as soon as possible.

December 17, 2024 12:01 PM Supervisor Hensel sends an email to the Board and our attorneys, still focusing on her proposed draft contract, not the contract described by the Board at the

December 11 meeting. I respond to 9 different points in her email, closing with this statement. "Please revisit the December 11 meeting and explain to me why we are discussing this at all. Update the 2024 contracts as we agreed to do at the December 11 meeting and let's move on".

December 17, 2024 1:57 PM; Bridget O'Toole responds: Bridget Cook and I are in the uncomfortable position of waiting to hear from the Board what exactly it is that you want, at this point it is still unclear. The prior contract had flaws that were addressed in the contract we proposed. I appreciate your insight but I need direction from the entire board at this point.

December 18, 2024; Jeff and Martin both responded by email to Bridget.

Jeff states-Fred's statement regarding the fire contracts from the December 11 town board meeting is accurate

Martin states- I agree on what was discussed on the 12/11 meeting with some sort of agreement to start consolidating process for 2026

Nathan responded by phone to Bridget. He stated that he was in agreement with my notes above regarding the December 11 meeting.

December 28, 2024; In conclusion, I have not seen a contract as agreed to at the December 11 meeting. I also requested, but have not received a list of the flaws in the 2024 contract.

The amount of time and effort that has been expended on this contract process is reminiscent of the 6 or 7 months that we spent on the Town Clerk's compensation, and the repetitious discussions to correct the error in South Byron's 2024 payment.

Supervisor Hensel continues to pursue her own singular agenda, disregarding the direction agreed upon by the other 4 members of the Board.

ADDED ADDENDUM TO THE VOTE OF NO CONFIDENCE RESOLUTION #123

Councilman Klycek states there was a resolution passed by the board on May 20, 2024 which was a vote of no confidence for the Supervisor. There was another resolution passed on November 27, 2024 that provided an addendum to the vote of no confidence for the Supervisor.

Councilman Klycek made the following resolution and moved for its adoption. I would like my statement to be added as another addendum to be added to the vote of no confidence in the Supervisor.

Councilman Knickerbocker seconded the resolution which was adopted by the following polled vote:

Councilman Thompson-	Aye
Councilman Dilcher-	Aye
Councilman Knickerbocker-	Aye
Supervisor Hensel-	No Response
Councilman Klycek-	Aye
Vote: Ayes: 4	Nays: 0

-Councilman Knickerbocker requests the meeting get back to the fire contracts specifically to the timeline that got to this point. He states that he agrees with Councilman Klycek's concerns. He states that the chaos that has occurred has been caused by the Supervisor. He states he holds that position and maintains that position. He states that this continuation of behavior needs to cease. He states that he is "calling on Candace Hensel to resigns as Supervisor because he does not think she can do this job."

-Supervisor Hensel states that it seems that there has been miscommunication by the board and the fire departments.

-Councilman Dilcher states he thinks that there should be no liaisons for the Fire Departments that every meeting be held publically so there is no miscommunication

-Councilman Knickerbocker states he disagrees with Councilman Dilcher. He states there were no issues with the liaisons. The issues came when there was a decision made by the Supervisor to contact the attorney and tell them to put this stuff in the contracts and the attorney came up with the timeline. He states he knows this happened because he spoke with the attorney and she said she thought that that was what the board wanted.

-Supervisor Hensel states it is the board's responsibility to make sure the town residents have fire protection

-Duane Weatherall asks is there a rule about how many liaisons need to attend meetings

-Councilman Knickerbocker states it's less about attendance it's more about general knowledge that there is a meeting

-Duane Weatherall asks in the rules and responsibilities of the liaisons is it required that both people come to the meeting, know about the meeting? Can we not have a meeting if one of you falls ill?

-Councilman Knickerbocker states yes the Supervisor could step in if we were ill. We were not ill, she never told me about the meeting. He states again, the issue is more about the fact that not all the board was even aware of the meeting

-Councilman Thompson states the board the liaisons were appointed by the board. Any meeting that is made they should know about. The Supervisor took it upon herself to substitute for one of them

-Councilman Knickerbocker states if Supervisor Hensel had called and asked if she could take his place he would have agreed. There is a very distinct difference, I want that to be clear he stated.

-Supervisor Hensel states someone needs to ask the fire departments what their thoughts were on last year's contracts

-Discussion had regarding the specifics of meetings between the board and the fire departments. When should meetings be, where, and with who? Councilman Thompson states he feels frequent meeting will be needed to get the plan to merge in place

-Councilman Knickerbocker reads the proposed contract(s)

AGREEMENT OF FIRE CONTRACT(S)

Councilman Knickerbocker made the **MOTION** to accept and sign the 2025 fire contracts for Byron and South Byron for fire protection

Councilman Dilcher seconded the **MOTION** which was adopted by the following polled vote:

Councilman Thompson- Aye
Councilman Dilcher- Aye
Councilman Knickerbocker- Aye
Supervisor Hensel- Nay
Councilman Klycek- Recused
Vote: Ayes: 3 Nays: 1

-Reggie McDonald and Steven Lockner presidents of each department signed each contract

ABSTRACTS/VOUCHERS

RESOLUTION # 123

Councilman Knickerbocker offered the following resolution and moved for its adoption:
BE IT RESOLVED, that the Byron Town Board pay the following abstracts:

Fund	Abstract	Vouchers	Amount
General Fund	# 13	#296-312	\$12,902.61
Highway Fund	# 13	#122-130	\$ 16,705.91
Sewer Fund	# 13	#83-84	\$ 613.59

Councilman Thompson seconded the resolution which was adopted by the following polled vote:

Councilman Thompson- Aye
Councilman Dilcher- Aye
Councilman Knickerbocker- Aye
Supervisor Hensel- Aye
Councilman Klycek- Aye
Vote: Ayes: 5 Nays: 0

ADJOURN:

A **MOTION** was made by Councilman Dilcher to adjourn the Byron Town Board meeting at 6:39 p.m. Councilman Thompson seconded the motion which was carried by the following vote:

Vote: Ayes: 5 Nays: 0

Respectfully Submitted,
Kristy Murphy, Town Clerk