

**AGREEMENT**

**THIS AGREEMENT** (hereinafter referred to as the “Agreement”) made this \_\_\_ day of November, 2024 by and between the Town of Lewiston, New York, a Municipal Corporation of the State of New York with offices located at 1375 Ridge Road, Lewiston, New York 14092 (hereinafter referred to as the “Town”); and the Village of Lewiston, New York, a Municipal Corporation of the State of New York with offices located at 145 North Fourth Street, Lewiston, New York 14092 (hereinafter referred to as the “Village”).

**WITNESSETH:**

**WHEREAS**, the Town and Village are both authorized pursuant to §150 of the Town Law of the State of New York, and §8-800 of the Village Law of the State of New York, to establish Police Departments for their respective municipalities; and

**WHEREAS**, General Municipal Law §121-a authorizes the creation of a joint Town and Village Police Department; and

**WHEREAS**, pursuant to an agreement between the Town and Village for the creation and operation of the Town of Lewiston and Village of Lewiston Consolidated Police Department, dated December 18, 1995, (hereinafter referred to as the “1995 Agreement”) such a joint Town and Village Consolidated Police Department (hereinafter referred to as the “Consolidated Police Department”) was established and functioned for the mutual benefit of the Town and Village; and

**WHEREAS**, pursuant to such 1995 Agreement, the Town and Village through their respective budgets, appropriated funds for the operation of such Police Department and the employment of various personnel to be employed thereby; and

**WHEREAS**, it is acknowledged that various joint discussions, Minutes, and Resolutions have been recorded in the respective official record of both the Town and Village, independently and jointly, creating questions as to the continued existence and operation of such Consolidated Police Department. Consequently, both the Town and Village believe it to be in their mutual best interest, and the interests of the citizens of this community, to restate and reestablish the said Consolidated Police Department to the extent required, and to further amend and define, as also required, their parties’ desire to enter into this Agreement defining and clarifying their respective roles as the same relates to said Consolidated Police Department;

**NOW, THEREFORE**, in consideration of the premises and the mutual representations of the parties hereto, such parties to hereby covenant and agree as follows:

**ARTICLE I**  
**DEFINITIONS**

Certain words or terms, when used in this Agreement, shall have the following meanings:

1. CHIEF: The Chief of Police of the Lewiston Police Department.
2. COMMISSIONERS: The persons previously appointed as the Commissioners of the Lewiston Police Department under the 1995 Agreement.
3. CONSOLIDATED POLICE DEPARTMENT: The Police Department, created under the 1995 Agreement and this Agreement, to be known as “The Lewiston Police Department” in and as of the effective date of this Agreement.
4. EMPLOYEES: All employees of the Consolidated Police Department, including full-time and part-time officers and civilian personnel.
5. FISCAL YEAR: The annual period commencing January 1st and concluding on December 31st next following.
6. TOWN: The Town Board of the Town of Lewiston.
7. VILLAGE: The Board of Trustees of the Village of Lewiston.

**ARTICLE II**  
**CONSOLIDATED POLICE DEPARTMENT**

The Town and Village shall continue to operate one Consolidated Police Department to serve the residents of the Town of Lewiston and Village of Lewiston, and for the enforcement of the laws of the State of New York and the local laws and ordinances of the Town and Village. However, the parties hereby acknowledge that the primary operational responsibility for the Consolidated Police Department shall rest with the Town.

**ARTICLE III**  
**POLICE COMMISSION ABOLISHED**

The prior Police Commission as previously contemplated and established under the 1995 Agreement is hereby formally abolished. In replacement thereof, the Town Board of the Town shall have the primary authority previously granted to the Police Commission under the 1995 Agreement, with the exception of the appointment of a Police Commissioner. The Town and Village mutually acknowledge that a Police Commissioner is no longer necessary for the orderly and efficient operation of the Consolidated Police Department. The Village shall act in the capacity of a consultant to the Town for Police matters.

**ARTICLE IV**  
**ADMINISTRATION**

The Town of Lewiston Supervisor and Town Board shall have authority to deal with the following Consolidated Police Department issues, unless specifically noted otherwise below

**1. PERSONNEL**

**A.** If requested, receive annual performance evaluations of the Police Department personnel from the Chief;

**B.** Appoint and remove all Police Department employees in accordance with Civil Service regulations;

**C.** Annually evaluate the job performance of the Chief;

**D.** Solicit applications and conduct initial interviews for the position of Chief when a vacancy occurs;

**E.** Participate in the negotiation of Collective Bargaining Agreements with the Department employees;

**F.** Participate in the administration of grievances arising out of the Collective Bargaining Agreement with employees of the Police Department;

**G.** Receive copies of any complaints against the Police Department and be informed of the response or action proposed by the Chief;

**H.** Participate in disciplinary proceedings conducted pursuant to Civil Service regulations; and

**I.** Receive all complaints against the Chief and participate in recommend responses or proposed actions;

**2. ADMINISTRATION**

**A.** Oversee the maintenance and utilization of the Police Department vehicles, equipment, supplies, clothing, weapons, and all other property;

**B.** Receive an annual inventory of the Police Department property from the Chief;

**C.** Meet with the Chief as needed to review the operations and performance of the Police Department; and

**D.** Receive and review any periodic and/or annual reports on the operation and performance of the Police Department;

**3. BUDGET**

**A.** Participate in budget discussions and submit budget recommendations to the respective Boards;

- B.** Oversee the operation of the Police Department with the respective budgets;
- C.** Audit the purchase of equipment and supplies consistent with the Police Department budget; and
- D.** Be informed of respective vouchers for payment of the Police Department expenses.

**ARTICLE V**  
**PERSONNEL**

**1. CHIEF OF POLICE**

- A.** The Chief shall be responsible for the administration of the Police Department and the productivity of Police Department personnel, consistent with the rules and regulations of the Department and the laws of the State of New York;
- B.** Prepare the rules and regulations for the operation and administration of the Police Department, decide upon proposed rules and regulations which may be submitted, and provide such rules and regulations to the Town, Village, and all Department personnel;
- C.** The Chief of the current Lewiston Police Department shall continue in that capacity. In the event that a successor Chief is necessary, the appointment shall be made from candidates recommended by the Town, with input from Village, consistent with the rules and regulations of the Civil Service Department;
- D.** Personnel evaluations shall be provided by the Chief, as from time to time are requested by the Town or Village, in executive session;
- E.** Regular meetings of the Town and Village shall be attended by the Chief or the designee of the Chief; and

**2. EMPLOYEES**

- A.** The number of employees of the Consolidated Police Department shall be determined by the Town Board;
- B.** When a vacancy occurs in the Department, the Chief shall solicit applications and conduct initial interviews with prospective candidates. The Town and Village shall review the qualifications of the prospective candidate recommended by the Chief. The decision to appointment or hire any employee shall be made by the Town with the input of the Village;

C. The creation of ranks of Officers of the Consolidated Police Department shall be made consistent with the rules and regulations of the Civil Service Department, with said appointments being made by the Town with input from the Village from the candidates recommended by the Chief;

D. The Village shall be notified of changes in personnel;

**3. STATUS**

The Chief and the employees of the Consolidated Police Department shall be deemed to be employees of the Town for the purpose of bonding, filing of Oaths of Office and resignations, membership in retirement system, and for receiving health insurance, disability insurance, public officers' liability insurance, and other benefits, if any; additionally for the filing of grievances, collective bargaining contractual issues, job performance, disciplinary actions, and actions occurring during the course of employment. The Town shall obtain insurance in accordance with Article VI(8) herein and shall hold the Village harmless and indemnify the Village for all of the aforesaid.

**4. COLLECTIVE BARGAINING**

Both the Town and Village recognize that there is currently a Collective Bargaining Agreement in place with the Town and the Consolidated Police Department. This Agreement ratifies and continues such Collective Bargaining Agreement pursuant to its terms. Hereafter, the Town Supervisor or the Town liaison shall be authorized to participate in any collective bargaining negotiation.

**ARTICLE VI**  
**FINANCES**

1. The cost and expenses for the operation of the Consolidated Police Department shall be borne by the Town and the Village jointly, but not equally, as hereinafter defined. The Village shall contribute the Consolidated Police Department in annual amounts according to the following schedule. All payments made by the Village to the Town shall coincide with the Town's fiscal budgetary year.

Town Fiscal Year	Village Contribution
2025	\$304,000.00
2026	\$310,080.00
2027	\$316,281.60
2028	\$322,607.23
2029	\$329,059.38
2030	\$335,640.56
2031	\$342,353.38
2032	\$342,353.38
2033	\$342,353.38
2034	\$342,353.38

**2.** The funds to be paid by the Town pursuant to this Agreement shall be allocated as a “Police Consolidation” line item within the B-Fund of the Town fiscal budget. The funds to be paid by the Village pursuant to this Agreement shall be paid to the fiscal officer of the Town prior to September 30<sup>th</sup> of each of the Town’s fiscal years.

**3.** The budget shall be in “line item” form and shall disclose the incoming expenditures of the previous year, the budget of the current year, the inventory of Police Department equipment, including year of purchase, condition of item, and proposed replacement date.

**4.** The Town and Village shall meet in joint session relative to the Consolidated Police Department at least annually.

**5.** The lease, purchase, or sale of any Consolidated Police Department property shall be made by the Town.

**6. FISCAL OFFICER**

**A.** The Fiscal Officer of the Town shall have custody of any and all monies made available for expenditures for the Consolidated Police Department. The Fiscal Officer shall:

**I.** Receive, deposit, and invest monies in the name of the Consolidated Police Department in depositories or institutions as authorized by law;

**II.** Make payment from the Consolidated Police Department monies only upon approval of vouchers and subject to audit of the Town and Village;

**III.** Prepare monthly and annual financial reports of the Consolidated Police Department and reports required by Article 3 of the General Municipal Law;

**IV.** Keep accounts in the manner prescribed by the Comptroller of the State of New York; and

**V.** Make claim for any federal or state aid payable to the Town or Village, or both, on account of the Consolidated Police Department and shall apply any such aid received to the account established for the operation of the Consolidated Police Department.

**B.** The Fiscal Officer is authorized, upon the approval of the Town, to employ necessary clerical assistance in the preparation of reports, payroll, and accounts, and to employ Accountants to verify monthly and annual accounts as required. Such expenses shall be charged to the Consolidated Police Department and shall be included in its annual budget.

C. The Fiscal Officer shall receive no additional compensation for services rendered under this Agreement.

7. REVENUE AND GRANTS

All earned revenues, bequests, gifts, or grants earned or received by the Consolidated Police Department shall be credited to its operating fund. Revenues received by the Town and Village resulting from traffic and/or parking violations, and/or from fines paid, shall remain the property of the respective municipality.

8. CLAIMS

The Town shall respond to any claims arising out of the operation of the Consolidated Police Department under this Agreement in the names of the Town and the Village. Insurance relating to the operation and maintenance of the Consolidated Police Department shall be obtained by the Town in the names of both the Town and the Village. The cost of insurance shall be an expense of the Consolidated Police Department and provided for in the Consolidated Police Department's annual budget. The Village will not be required to separately reimburse the Town for such insurance expense as said expense shall be accounted for in the Village's annual payments to the Town.

**ARTICLE VII**  
**PROPERTY**

1. HEADQUARTERS

The headquarters shall be maintained in its current location at 4059 Creek Road, in the Town of Lewiston, County of Niagara, and State of New York.

2. PERSONAL PROPERTY

Personal property acquired by the Police Department shall be owned by the Town.

**ARTICLE VIII**  
**MISCELLANEOUS**

1. RESTRICTION

During the term of this Agreement, the Town and Village are hereby restricted from individually providing or undertaking police protection services to the respective municipalities.

2. ANNUAL REVIEW

The terms and provisions of this Agreement, and compliance therewith, shall be reviewed by the Town and the Village in a joint session to be held at a date mutually agreed

upon by the parties each year. The Town and Village shall consider, among other things, the inventory of the property of the Consolidated Police Department and the evaluation of the Chief. The Minutes of such meeting shall become part of the Minutes of the Town.

### 3. ARBITRATION

Upon the failure of the Town and the Village to negotiate mutually beneficial resolutions to any dispute or disagreement arising out of this Agreement, such disputes or disagreements shall be submitted to a Justice of the Supreme Court of the State of New York, Niagara County, for determination under Article 78 of the Civil Practice Law and Rules of the State of New York.

### 4. PENDING OR THREATENED LITIGATION

The Town and Village hereby acknowledge the existence of two currently pending causes of action wherein the Town and Village are named as Defendants and an additional three Notices of Claim which have been filed against the Town. These civil actions include:

- a. Baumeister vs. Erie County Sheriff, et al, United States District Court, Western District of New York, Case No. 1:23-cr-01150 LJV
- b. Marlow v. Town of Lewiston, et al, Supreme Court, Erie County, Index No. 813556/2024
- c. David Michael McMinn v. Town of Lewiston – Notice of Claim received August 15, 2024
- d. Olive Gertrude Geldart v. Town of Lewiston – Notice of Claim received August 15, 2024
- e. Ra’Mari Joshua Bess Geldart v. Town of Lewiston – Notice of Claim received August 15, 2024

Recognizing the exception that follows, the Town hereby acknowledges its affirmative ongoing obligation to provide legal representation and indemnity for the Village in these and future actions, in accordance with the terms of this Agreement. For purposes of this Agreement, however, and in consideration of the Town’s forgiveness of various historic department-related expenses incurred by the Town on behalf of the Village, the Village hereby agrees to assume all costs of its legal representation in the above Baumeister vs. Erie County Sheriff, et al matter. The Town, however, agrees to indemnify and hold the Village harmless from any liability imposed on the Village as a result of such litigation.

The Town and the Village hereby represent and warrant to the other that, with the exception of the above claims, there are no other threatened and/or additional pending litigation and/or claims against said municipalities resulting from the operation of the Consolidated Police Department.

**5. INSURANCE/INDEMNIFICATION/HOLDHARMLESS**

Insurance shall be obtained and provided by the Town in accordance with the specifications and description on the attachment which is made part hereof as if fully set forth herein.

The Town shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Village, its agents, servants, and employees from and against and all claims, damages, liabilities, losses and expenses, including attorney fees and costs, arising out of, or in any way connected with the performance, lack of performance, or misconduct of the Consolidated Police Department and/or its officers, members and employees thereof, whether such be full or part time.

Such defense, indemnification and hold harmless shall include but not be limited to, any and all claims for monetary loss, property damage, personal injury, wrongful death, equitable relief, conscious pain and suffering, civil rights violations, whether brought by an individual or entity, or imposed by a Court of law, administrative agency, or any action by or before any Federal, State, or Local governmental body or agency.

**ARTICLE IX**  
**DURATION**

**1.** This Agreement shall become effective immediately and shall run for a period of ten (10) years and shall expire at midnight on the 31<sup>st</sup> of December, 2034.

**2. REPEALER**

This Agreement supersedes and repeals any and all other Agreements and Resolutions previously entered into by both the Town and Village either independently or jointly with respect to Police services.

**3. MERGER OF OTHER DOCUMENTS**

To the extent that any prior Minutes, Resolutions, and/or Agreements of the parties respectively or jointly are at variance with the terms and provisions hereof, such prior Minutes, Resolutions, and/or Agreements are hereby now merged into this Agreement to no longer have any future effect.

**4. AMENDMENT**

This Agreement may be entered only upon approval of a majority vote of each of the Town Council and of the Village Board of Trustees.

**5. TERMINATION**

**A.** This Agreement may be terminated by either a majority vote of the Town or by a majority vote of the Village on or before the 30<sup>th</sup> day of October of any year,

such termination is subject to Permissive Referendum. No Resolution for the termination of this Agreement shall be approved by either Board unless a Public Hearing shall have been held thereon, with respect to the Town in the manner specified in Town Law §130, and with respect to the Village, in the manner specified in Village Law §21-2100. The termination, if approved, shall become effective on the 31<sup>st</sup> day of December next following.

**B.** Within seven (7) days after the approval of a Resolution by the Town or the Village for the termination of this Agreement, the Town and the Village shall meet in joint session to prepare a plan for the division of the personal property, equipment, and personnel of the Consolidated Police Department, which plan shall be approved by a majority vote of the Town and of the Village. In the event that the parties cannot agree and approve a plan of division, the matter shall be submitted to a Justice of the Supreme Court of the State of New York, Niagara County, for determination under Article 78 of the Civil Practice Law and Rules of the State of New York.

**C.** The parties further agree that cooperatively meet to negotiate the terms of an extension of this Agreement beginning January 1, 2034.

**D.** Should the parties an impasse in the negotiation of an extension, all terms of this Agreement shall remain in full force and effect until this Agreement otherwise modified or terminated.

## **6. SEVERABILITY**

This Agreement shall not be further altered, amended, changed, or modified except in writing duly authorized by the respective Boards, and duly entered by the parties as authorized.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the dates set forth in their respective acknowledgment clauses

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**VILLAGE OF LEWISTON, NEW YORK**  
**By: Anne C. Welch, Mayor**

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**TOWN OF LEWISTON, NEW YORK**  
**By: D. Steven Broderick, Supervisor**

**STATE OF NEW YORK}**  
**COUNTY OF NIAGARA} ss:**

**On the \_\_\_\_ day of November in the year Two Thousand Twenty-Four, before me, the undersigned, personally appeared ANNE C. WELCH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.**

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**NOTARY PUBLIC**

**STATE OF NEW YORK}**  
**COUNTY OF NIAGARA} ss:**

**On the \_\_\_\_ day of November in the year Two Thousand Twenty-Four, before me, the undersigned, personally appeared D. STEVEN BRODERICK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.**

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**NOTARY PUBLIC**