

Town Board Meeting January 9, 2023

Supv. Crossen called the monthly meeting of the Alabama Town Board to order at 7:00 p.m. Roll Call was taken, Councilperson Fisher, LaGrou, Klotzbach, Veazey and Supv. Crossen were present. Also present: Attorney Boylan, Mark Masse, Dave Bencic, Supt. Covell, Carol D'Alba, Kim Gibson and Lynette Crawford.

Privilege of the Floor

Carol D'Alba, Kim Gibson and Lynette Crawford – gave update to the Board on the re-charter process for Haxton Library to become a School District Library. Will go to vote in May to the district. It will be a separate line item on the school tax bill.

Highway

Supt. Covell gave update:

- Snow removal
- Service/repair equipment
- Winter Storm Elliott

Received unsolicited help from Drew & Chad Klotzbach and Ray Smith to clear snow, NYSDOT, Genesee County Sheriff and Dispatchers all did a tremendous job during and after the storm.

Supv. Crossen & Supt. Covell attending a webinar on FEMA reimbursement for expenses. They will pay 75% in a 48 hour period only for ice, not snow removal. Disc. held. They will be working on it to see what we may be able to receive.

Purchase from Bid Sheets

MOTION by Councilperson Fisher, seconded by Councilperson LaGrou to allow Supt. Covell to purchase from bid sheets that meet New York State piggybacking laws. Approved by roll call vote:

C. Fisher – yes C. LaGrou – yes C. Klotzbach – yes C. Veazey – yes Supv. Crossen – yes

Road Striping and Signage

MOTION by Councilperson LaGrou, seconded by Councilperson Klotzbach to allow Supt. Covell to spend money from A3310 for road striping and signage. Approved by roll call vote:

C. Fisher – yes C. LaGrou – yes C. Klotzbach – yes C. Veazey – yes Supv. Crossen – yes

Conference Table @ Town Hall

MOTION by Councilperson Klotzbach, seconded by Councilperson LaGrou to accept the donation of the conference table at the Town Hall. Approved by roll call vote:

C. Fisher – yes C. LaGrou – yes C. Klotzbach – yes C. Veazey – yes Supv. Crossen – yes

Assessor – Barry Flansburg gave update:

Completed the first run of new values, will be sending it to the State for their review.

Communications

- County Legislature sent letter regarding storm response.
- Dog Shelter Inspection Report – passed inspection.
- Insurance Company letter – change in policy.
- Association of Towns --- meeting information.
- USG Questionnaire – Supv. Crossen to respond.

Appointments

Position	Name
Cleaner	Debra Falker
Alabama Cemetery Caretaker	Jeffrey Covell
Buildings/Grounds Maintenance	Jeffrey Covell
Town Attorney	Mark Boylan
Large Project Administrator	Mark Boylan
Water System/Treatment Plant Operator WD1	John Asmus
Zoning/Planning Board Clerk	Leslie Moma
Historian	Joe Cassidy
Court Clerk	Sara Sauka
CEO/ZEO	Michael Morris
Bingo Inspector	Anthony Mudrzynski
Planning Board Chairman (5 yr term)	Carl Kumb
Planning Board Member (5 yr term)	Brett Naas
Town Engineer	Wendel

MOTION By Councilperson Veazey, seconded by Councilperson Klotzbach to make the appointments as listed above. Approved by roll call vote:

C. Fisher – yes C. LaGrou – yes C. Klotzbach – yes C. Veazey – yes Supv. Crossen – yes

Supervisor Appointments

- Deputy Supervisor – Kevin Fisher
- Historian -- Joseph Cassidy
- Bookkeeper – Mary Jo Hinkson

Highway Supervisors’ Appointment -- Deputy Highway Superintendent – Scott Harkness

Town Clerk Appointment -- Deputy Town Clerk – Samantha Duboy

Wendel Engineering Agreement

TOWN/MUNICIPAL AGREEMENT

THIS AGREEMENT made this 9th day of January, 2023, by and between the Town of Alabama, a municipal corporation hereinafter referred to as the TOWN, and Wendel WD Architecture, Engineering, Surveying & Landscape Architecture, P.C., hereinafter referred to as WENDEL.

WITNESSETH

WHEREAS, the TOWN desires to have annual engineering services performed for it to meet its day to day requirements, and

WHEREAS, WENDEL is an engineering firm duly licensed in New York State and has offered to perform the services hereinafter set forth.

Now, therefore, in consideration of the mutual covenants and agreements herein contained, the TOWN and WENDEL do hereby agree as follows:

1. During the term of this Agreement, WENDEL agrees to furnish the following engineering and planning services for the TOWN:

a. Be represented by the designated qualified person at Town Board meetings or such other meetings determined by the TOWN, and review minutes of any or all meetings as designated by the TOWN. Research topics for presentation at Board meetings as directed by the TOWN.

b. Attend Planning Board and Zoning Board of Appeals meetings as necessary and consult for site plan review.

c. Provide consultation for SEQR proceedings for Unlisted & Type I actions (not requiring an Environmental Impact Statement), as defined by said proceedings.

d. Perform engineering support services for minor projects being led and coordinated by the TOWN, and which do not normally require regulatory agency approvals. These engineering services are intended to include but not limited to the preparation of preliminary reports which detail the scope of needed services, engineering sketches, review of draft specifications, necessary conferences with the TOWN, consultation during construction, and such other engineering services as may be required in order to enable the completion of the project in a manner contemplated by the TOWN, generally with TOWN work forces.

e. Provide the TOWN, its departments, boards, commissions, agents and employees, general municipal engineering services during normal working hours. Normal working hours are defined as between the hours of 8:00 A.M. and 5:00 P.M. General engineering services shall normally not require WENDEL to be present in the TOWN.

f. Attend information meetings of Federal, State and County agencies designated by WENDEL and alert the TOWN to events and/or decisions that may affect the TOWN.

g. Follow aid programs and advise the TOWN of programs that may be of benefit to the TOWN.

h. Provide assistance with grant applications and supporting documentation as requested by the Town.

i. Provide design or consultation for regulatory agency approvals of actions or projects, design of capital improvements for public bid or bid in accordance with the Town procurement policy if public bids are not required.

j. Attend Public Information meetings, Regulatory meetings, or other specific purpose meetings, requiring the presence or input of the engineer as determined by the Town.

k. Provide engineering feasibility reports, studies, schematic designs for the operation, maintenance or improvement of Town infrastructure, including preventive maintenance consultation.

l. Provide engineering expertise for the Town to support negotiation of contracts identified by the Town and Town Attorney.

m. Consultation for SEQR proceedings for actions requiring an Environmental Impact Statement as defined by said proceedings.

n. Review of developer proposals.

o. Design of capital improvements for public bid.

p. Preparation of aid applications.

q. Perform Public Improvement Project Plan review and inspections as necessary.

r. Provide professional design or consultation services such as, but not necessarily limited to civil, environmental, mechanical, electrical and structural engineering, architecture, land surveying, planning, geographic information systems, energy management, or other such services desired by the TOWN and able to be provided by WENDEL

s. Provide consultation and design services for parks, highway, drainage and building improvements as identified by the TOWN.

t. Design, Survey, and Construction Services associated with Locally Administered Federal Aid Projects.

u. Provide engineering services during construction as requested by the TOWN.

v. Additional meetings as requested by the TOWN.

2. WENDEL shall complete Items a through v on a time and expense basis with authorization of the TOWN when a specific scope can be identified.

3. This Agreement shall become effective as of the 1st day of October 2021 and terminate the 31st day of December, 2022.

4. It is understood and agreed that all records, data and maps shall become the property of the TOWN but that WENDEL may keep such records at their place of business to facilitate the performance of the services to be rendered hereunder. WENDEL shall deliver such records to the TOWN as it may request and upon payment of current amounts due under this Agreement. Design drawings and specifications are not included under this section. Ownership of design drawings and specifications are covered under Appendix A of this Agreement.

5. It is further understood and agreed that all data pertaining to any existing systems or proposed systems and their operations shall be made available to WENDEL as the same may be in the physical control of the TOWN.

6. WENDEL states that our work will conform to generally accepted engineering principles and to the best of our professional knowledge and belief will comply with all State, Federal and Local Laws, and we make no other warranty, guarantee or certification either expressed or implied.

7. WENDEL agrees to hold harmless and to indemnify the Owner against any liability arising only out of the negligent acts, errors, or omissions of WENDEL. This indemnification, however, does not include liability arising out of claims relating to asbestos or hazardous waste. Nothing in this agreement shall impose liability on WENDEL for claims, lawsuits, expenses or damages arising from, or in any manner related to, the exposure to, or the handling, manufacture or disposal of, asbestos, asbestos products, or hazardous waste in any of its various forms, as defined by the EPA.

8. WENDEL, and its individual representatives, when acting as the Town Engineer, and acting in good faith in the discharge of the TOWN's duties, shall not be rendered liable for and are relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission by WENDEL in the discharge by WENDEL of the TOWN's duties. Any suit brought against WENDEL because of the acts or omissions by WENDEL in the enforcement of any provisions of the codes, laws, standards, statutes, and/or regulations shall be defended by the TOWN until final termination of the proceedings. WENDEL, and its individual representatives, shall be entitled to all defenses and municipal immunities that are, or would be, available to the TOWN if the same services were provided by the TOWN employees, as permitted by law.

9. This Agreement is subject to the general terms and conditions as listed on Attachment A enclosed and made part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

MOTION by Councilperson Fisher, seconded by Councilperson Veazey to accept the Engineering Services Agreement with Wendel for 2023 and have Supv. Crossen sign it, approved by roll call vote:
C. Fisher – yes C. LaGrou – yes C. Klotzbach – yes C. Veazey – yes Supv. Crossen – yes

OFFICIAL UNDERTAKING OF MUNICIPAL OFFICIALS

Councilperson Fisher offered the following resolution:

WHEREAS, various sections of New York State Town Law and Public Officers Law require that certain officials execute and Official Undertaking; and

WHEREAS, we, the Town Board of the Town of Alabama hereby require the Supervisor, Town Clerk, Tax Collector, Town Justice, and Highway Superintendent to execute said Official Undertaking as required by said law;

NOW, THEREFORE BE IT RESOLVED that we, the Town Board of the Town of Alabama approve the document entitled “Town of Alabama Official Undertaking of Municipal Officers” as to its form and manner of execution and the sufficiency of the insurance, and

BE IT FURTHER RESOLVED that said Official Undertaking containing the notarized signatures of those named municipal officials be filed in the Office of the Town Clerk, as well as the original copies of the insurance policies indicating the sufficiency of the sureties to indemnify the Town against losses which may arise from failure of such officials to properly discharge their duties.

TOWN OF ALABAMA
OFFICIAL UNDERTAKING OF MUNICIPAL OFFICERS

WHEREAS, **Robert Crossen**, of the Town of Alabama, County of Genesee, New York, has been appointed to the Office of Supervisor of the Town of Alabama, and

WHEREAS, **Rebecca L. Borkholder** of the Town of Alabama, County of Genesee, New York, has been elected to the Office of Town Clerk of the Town of Alabama, and

WHEREAS, **Rebecca L. Borkholder** of the Town of Alabama, County of Genesee, New York, has been elected to the Office of Town Tax Collector of the Town of Alabama, and

WHEREAS, **Jeffrey Tauscher**, of the Town of Alabama, County of Genesee, New York, has been elected to the Office of Town Justice of the Town of Alabama, and

WHEREAS, **Vivian Williams**, of the Town of Alabama, County of Genesee, New York, has been elected to the Office of Town Justice of the Town of Alabama, and

WHEREAS, **Jeffrey Covell** of the Town of Alabama, County of Genesee, New York, has been elected to the Office of Superintendent of Highways of the Town of Alabama, and

NOW, THEREFORE, we as respective officers above, do hereby undertake with the Town of Alabama that we will faithfully perform and discharge the duties of our office, and will promptly account for and pay over all moneys or property received as a Town Officer, in accordance with the law; and

This undertaking of the Town Supervisor is further conditioned upon that he will well and truly keep, pay over and account for all moneys and property, including any special district funds, belonging to the Town and coming into his hands as such Supervisor; and

This undertaking of the Town Clerk is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Town Clerk; and

This undertaking of the Tax Collector is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Tax Collector; and

This undertaking of the Town Justice is further conditioned that he/she will well and truly keep, pay over and account for all moneys and property coming into his/her hands as such Town Justice; and

The Town does and shall maintain insurance coverage, presently with ENB Insurance, in the sum of \$1,000,000.00 for the Tax Collector, Supervisor and Town Clerk to indemnify against losses through the failure of the officers, clerks and employees covered thereunder faithfully to perform their duties or to

account properly for all monies or property received by virtue of their positions or employment, and through fraudulent or dishonest acts committed by the officers, clerks and employees covered thereunder.

Supv. Crossen seconded the motion, which was approved by roll call vote:

C. Fisher – yes C. LaGrou – yes C. Klotzbach – yes C. Veazey – yes Supv. Crossen – yes

**RESOLUTION AUTHORIZING PARTICIPATION
IN THE YEAR 2023 JOINT YOUTH PROGRAM**

Councilperson LaGrou offered the resolution:

WHEREAS, the Town of Alabama has previously set up and administered a Joint Youth Program with the Village of Oakfield, Towns of Oakfield and Batavia, and

WHEREAS, the Town of Oakfield's contribution to this joint project has most recently been approved in the amount of **\$2,750.00**, and such contribution qualifies for a fifty percent (50%) NYS State Aid reimbursement, or the maximum allowable according to the State Aid Eligibility Summary for the Program Year as provided by Genesee County Division for Youth; and

WHEREAS, the Alabama Town Board has deemed this Joint Youth Project to be worthwhile and of distinct benefit to area Youth, and the Town wishes to continue participation in this youth project;

NOW THEREFORE, BE IT RESOLVED, that the Year 2023 Joint Youth Project as herein described, is approved, as is the Town's contribution of **\$2,750.00**.

Supv. Crossen seconded the resolution which was approved by roll call vote:

C. Fisher – yes C. LaGrou – yes C. Klotzbach – yes C. Veazey – yes Supv. Crossen – yes

Town Depositories & Investment Pool –

Motion by Councilperson Fisher, seconded by Councilperson Klotzbach to use the Bank of Akron and M&T Bank for Town Depositories and NY Class for Investment Pool. Approved by roll call vote:

C. Fisher – yes C. LaGrou – yes C. Klotzbach – yes C. Veazey – yes Supv. Crossen – yes

Town Board/Planning Board Meeting Dates and Times –

MOTION by Councilperson LaGrou seconded by Supv. Crossen to hold Town Board Meetings at 7:00 p.m. on the second Monday of the Month, and the fourth Monday as needed and Planning Board meetings at 7:00 p.m. on the third Monday of the Month, and the first Monday as needed. Approved by roll call vote:

C. Fisher – yes C. LaGrou – yes C. Klotzbach – yes C. Veazey – yes Supv. Crossen – yes

Highway Superintendent School/Conference/Advocacy Day

MOTION by Councilperson Veazey, seconded by Supv. Crossen to allow Highway Supt. Covell to attend the highway superintendent school, Fall conference and advocacy day in March.

Approved by roll call vote:

C. Fisher – yes C. LaGrou – yes C. Klotzbach – yes C. Veazey – yes Supv. Crossen – yes

Highway Superintendent Health Insurance

MOTION by Councilperson Fisher, seconded by Councilperson LaGrou to pay for the Highway Superintendent's Health Insurance as agreed to in the Union Contract. Approved by roll call vote:

C. Fisher – yes C. LaGrou – yes C. Klotzbach – yes C. Veazey – yes Supv. Crossen – yes

Highway 284 Agreement

AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS

AGREEMENT between the Town Superintendent of the Town of Alabama, Genesee County, New York, and the undersigned members of the Town Board. Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected in the Town for the repair and improvement of highways, shall be expended as follows:

1. GENERAL REPAIRS. The sum of \$242,000.00 shall be set aside to be expended for primary work and general repairs upon 32.40 centerline miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the renewals thereof.
2. PERMANENT IMPROVEMENTS: The sum of \$185,006.38 shall be set aside for permanent repairs.

County Superintendent of Highways

Town Superintendent

NOTE: This agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Superintendent. Both copies must be approved by the County Superintendent. One copy must be filed in the Town Clerk’s office and one in the County Superintendent’s office. COPIES DO NOT HAVE TO BE FILED IN Albany.

MOTION by Councilperson Fisher, seconded by Councilperson Klotzbach to approve the Highway 284 Agreement. Approved by roll call vote:

C. Fisher – yes C. LaGrou – yes C. Klotzbach – yes C. Veazey – yes Supv. Crossen – yes

Fee Schedules

**TOWN OF ALABAMA
2023 Building Permit & Inspection Fee Schedule**

<u>Building Permits</u>	<u>Fee</u>
One & two family dwellings (to include attached garage)	\$.15 per sq ft
Multi-family dwellings (to include attached garage)	\$.15 per sq ft
Mobile homes (minimum 20ft wide and a minimum of 750 sq. ft of floor area)	\$100.00
Additions to dwelling (to include second story) (minimum fee \$50)	\$.15 per sq ft
Remodeling Permits (300 sq ft or more or 2 rooms) (minimum fee \$50)	\$.15 per sq ft
Garage -- Attached (minimum fee \$50)	\$.15 per sq ft
Garage -- Un-attached	Same as stick built structures
Handicap Ramp (Residential)	No Fee
Decks & porches 0 - 100 sq ft	\$25.00
Decks & porches 101 sq ft or more (minimum fee \$25)	\$.15 per sq ft
Accessory Building 0 - 150 sq. ft (pre-fab)	No Fee
Accessory Building 151 sq ft or more (pre-fab)	Same as stick built structures
Accessory structure 0 - 150 sq. ft (stick built)	\$25.00
Accessory structure 151-300 sq ft (stick built)	\$75.00
Accessory structure 301-499 sq ft (stick built)	\$125.00
Accessory structure 500-999 sq ft (stick built)	\$175.00
Accessory structure 1000 sq ft or more (stick built)	\$225.00
Chimney and solid fuel permits	\$40.00
Swimming pools, hot tubs & spas (above ground)	\$25.00

Swimming pools & cement ponds (in-ground)		\$50.00
Standby Generator Systems		No Fee
Non-Commercial Wind energy systems		\$30.00
Telecommunication tower up to 175ft		\$1,200.00
Telecommunication tower over 175ft	add per additional ft --	\$25.00
Outdoor Special Events Permit		\$50.00
Permit Renewals		See Zoning Fees
Permit Extension		See Zoning Fees

Demolition permit (only needed for dwellings if not re-building)		\$30.00
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State required Annual Fire inspections

Non-Residential Commercial, Public Assembly, Non-Profit Organizations		No Fee
Multi-Family dwellings 3-5 units; Multi-Family dwellings 6 units or more		No Fee
Misc. inspections		\$50.00

Water tap in	<i>* Any additional costs over \$1,250.00 to be paid by homeowner</i>	\$1,250.00 *
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- **Permit involving change of Occupancy shall be the same as for a New Building**
- **Electrical inspections are not included in building permit fees and must be purchased separately**
- **Septic system permits are not included in building permit fees and must be purchased separately**
- **All inspections are done in accordance with NYS uniform fire and building code**

**TOWN OF ALABAMA
2023 Zoning Fee Schedule**

<u>Zoning Permits</u>	Fee
Zoning Permit	\$50.00
Outdoor Special Event Permit	\$50.00
Accessory Structure 0 to 100 sq ft and handicap ramps	No Fee
Accessory Structure 101 to 150 sq ft	\$50.00
Wind Energy Systems	\$30.00
Standby Generator Systems	No Fee
<u>Permit Extensions</u>	(one time only) \$25.00
<u>Permit Renewals</u>	(one time only then must re-apply for new permit) \$50.00
<u>Pools, Hot tubs & Spas</u>	(Code Specifications available at Town Clerk's Office)
In-ground (any size)	\$50.00
Above ground, 30 inches or more in depth or electric insp required	\$25.00
Above ground, 29 inches or less in depth (no electric)	No fee
<u>Junk Yard License (Annual)</u>	\$100.00
<u>Trailer Court</u>	\$100.00

Minimum annually up to ten (10) trailers, \$10.00 each additional trailer over 10

Planned Unit Development**	\$500.00
<i>**All costs incurred by Town of Alabama (i.e. consultants, attorneys etc.) shall be paid by applicant</i>	

Petitions

Petitions requiring a Public Hearing * **	\$140.00
Petitions not requiring a Public Hearing * **	\$100.00
Petitions to Town Board	* ** —
Petitions for variance for Handicap Ramps	No Fee

Section 813 -- Public hearing and Notice Requirements. Town of Alabama Zoning Law

When a public hearing is required by the Town of Alabama Zoning Law, the requirements set forth in this section, as well as the applicable requirements of the NYS Town Law, shall

be followed. All costs for the public hearing including, but not limited to the legal ad(s), required mail notifications and posting of signs, shall be paid by the applicant.

***All cost incurred by the Town of Alabama (i.e. consultants, attorney etc.)*

Subdivision	* **	See Above for additional cost	
Preliminary Plot	* **		(+ \$25 per each lot \$100.00)
Subdivision Plot	* **		\$100.00
Review of site plan and SEQR by Town Engineer	* **		(+ \$25 per each lot \$100.00)

Town Clerk Fees

Zoning Law	Paper Copy	\$15.00
Subdivision Law	Paper Copy	\$10.00
Comprehensive Plan	Paper Copy	\$15.00
Bad Check Fee		\$35.00
Copies (per page/side)		\$0.50
Replace Lost/Uncashed Checks		\$10.00

Alabama Cemetery Price List

Lot price per grave	\$600.00
April 1 st to Nov. 30 th :	
Adult interment charge*	\$650.00
Child interment charge (up to 30 inches)*	\$350.00
Cremated remains interment (grave)*	\$350.00
Companion cremated remains interment (grave)*	\$450.00

*Saturday/Sunday/Evenings after 3 p.m. Internments additional \$250.00

Colibarium

One niche	\$600.00
Interment (2 per niche)	\$300.00 per cremation
Other	
Deed transfer	\$50.00
Vault Storage	\$150.00
Headstone Foundations up to 419 sq/in..	\$300.00 minimum**
**Over 420 sq. in. \$.60/sq. in.	

Dog License Fees for 2023

Spayed/Neutered Dog **\$7.00** (\$6.00 local fee plus \$1.00 state fee*)

Unspayed/Unneutered Dog **\$15.00** (\$12.00 local fee plus \$3.00 state fee*)

Purebred License

\$25.00 no more than 10 dogs (plus required state fees*)

\$50.00 11 to 25 dogs (plus required state fees*)

\$100.00 more than 25 dogs (plus required state fees*)

*Required state fees:

*\$1.00 per spayed/neutered dog;

*\$3.00 per unspayed/unneutered dog

Replacement tag: **\$3.00** (upon tag replacement, a new license # will be issued)

Impound Fee: **\$10.00 1st**
Assessed to dog owner **\$20.00 2nd**
NOT the Dog **\$30.00 3rd &more w/in 1 year from first time.**

Late Dog License Renewal Fee \$5.00
if renewed Aug. 1st or later.

Solar Energy Fee Schedule

Tier 1 Solar Energy Systems
Building Permit Fee: \$100

Tier 2 Solar Energy Systems*
Site Plan application fee: \$200
Building Permit Fee: \$100

Tier 3 Solar Energy Systems*
Special Use Permit Application Fee: \$500 plus \$20 per acre of fenced in area
Site Plan Application Fee: \$200 plus \$100 per acre of fenced in area
Building Permit Fee: \$500 plus, \$.008 per square foot of panel area

Tier 4 Solar Energy Systems*
Special Use Permit Application Fee: \$500 plus \$20 per acre of fenced in area

Site Plan Application Fee: \$200 plus \$100 per acre of fenced in area

Building Permit Fee: \$500 plus, \$.008 per square foot up to 2.178 million square foot of panel area, plus \$.003 per square foot panel area over 2.178 million square foot of panel area

*The Town may require any applicant to enter into an escrow agreement to pay for any and all engineering and legal cost associated with the review and any needed specialty studies.

MOTION by Councilperson LaGrou, seconded by Councilperson Veazey to adopt the Building, Zoning, Dog, Alabama Cemetery and Solar fee schedules as written. Approved by roll call vote:

C. Fisher – yes C. LaGrou – yes C. Klotzbach – yes C. Veazey – yes Supv. Crossen – yes

Official Newspaper

MOTION by Councilperson Veazey, seconded by Councilperson Fisher to name The Daily News as the official Newspaper for the Town. Approved by roll call vote:

C. Fisher – yes C. LaGrou – yes C. Klotzbach – yes C. Veazey – yes Supv. Crossen – yes

Town Board Committees 2023

Supv. Crossen asked the board members to review the committee list and let him know which committees they would like to serve on. Will set committees next month.

STAMP – Mark Masse gave update:

Received Incentive Zoning application from Edwards Vacuum, will be reviewed at Jan. 12th meeting. A public hearing at the Town Hall will be required. Disc. held.

MOTION by Councilperson Fisher, seconded by Councilperson Veazey to allow the EDC to hold a public hearing for Edwards Vacuum incentives at the Town Hall, at a date in January to be determined. Approved by roll call vote:

C. Fisher – yes C. LaGrou – yes C. Klotzbach – yes C. Veazey – yes Supv. Crossen – yes

A representative from Edwards Vacuum will be giving a brief presentation on their project at 4:00 p.m., January 13th. They will be in the area the week of Jan. 25th.

Plug Power has decided to do full buildout now, instead of building part now and the rest later.

Plug Power Update – Attorney Boylan submitted report:

DECEMBER 2022 PLUG POWER CONSTRUCTION UPDATE

The Town's engineer, Wendel completed 2 site visits in November and made the following observations;

- SWPPP inspections by the Plug Power engineer of record are taking place bi-weekly and the mailbox is in place that contains inspection reports.

- Spheres are being prepped for testing.

- Plug Power will be working on the construction of building foundation packages once approved.

- Plug Power CM has additional support personnel at the field office, a Superintendent and Safety Officer are now on site. All visitors are required to sign in and complete a job site safety questionnaire.

Town Hall Committee – visited other facilities, will be meeting to discuss.

Water District 2- working on tower construction for meter reader.

Executive Session

MOTION by Councilperson LaGrou, seconded by Councilperson Fisher to go into executive session at 8:07 p.m. to discuss matters leading to the appointment, employment, promotion, demotion, discipline,

suspension, dismissal or removal of a particular person or corporation; and/or Negotiations and updates subject to NDAs regarding the IZA; and/or Negotiations regarding the Teamsters Contract with Attorney Boylan and Mark Masse. Approved by roll call vote:

C. Fisher – yes C. LaGrou – yes C. Klotzbach – yes C. Veazey – yes Supv. Crossen – yes

MOTION by Councilperson LaGrou, seconded by Councilperson Fisher to come out of executive session at 8:32 p.m. Approved by roll call vote:

C. Fisher – yes C. LaGrou – yes C. Klotzbach – yes C. Veazey – yes Supv. Crossen – yes

Approval of Minutes

12/12/2022 Board Meeting – MOTION by Councilperson Fisher, seconded by Supv. Crossen to accept minutes as presented. Approved by roll call vote:

C. Fisher – yes C. LaGrou – yes C. Klotzbach – yes C. Veazey – yes Supv. Crossen – yes

Supervisors Report

1/2/2023 -- MOTION by Councilperson LaGrou, seconded by Councilperson Veazey to accept report as written. Approved by Roll Call Vote:

C. Fisher – yes C. LaGrou – yes C. Klotzbach – yes C. Veazey – yes Supv. Crossen – yes

Audit Bills

MOTION by Councilperson LaGrou, seconded by Councilperson Veazey to accept Abstract #001-2023 and pay bills in the amount of \$27,302.55 vouchers 1 to 25 General Fund; \$26,830.04 vouchers 1 to 24 Highway Fund; \$4,439.29 vouchers 1 to 2 Water District 2; \$537.00 vouchers 1 to 2 Water District 1. Approved by Roll Call Vote:

C. Fisher – yes C. LaGrou – yes C. Klotzbach – yes C. Veazey – yes Supv. Crossen – yes

Assessor's Report

December 2022 Transfers -- MOTION by Councilperson Klotzbach, seconded by Councilperson Fisher to accept report as written. Approved by Roll Call Vote:

C. Fisher – yes C. LaGrou – yes C. Klotzbach – yes C. Veazey – yes Supv. Crossen – yes

CEO/ZEO Report

December 2022 Report -- MOTION by Councilperson Veazey, seconded by Supv. Crossen to accept report as written. Approved by Roll Call Vote:

C. Fisher – yes C. LaGrou – yes C. Klotzbach – yes C. Veazey – yes Supv. Crossen – yes

Town Clerk's Report

December 2022 & 2022 Annual Report -- MOTION by Councilperson LaGrou, seconded by Councilperson Klotzbach to accept reports as written. Approved by Roll Call Vote:

C. Fisher – yes C. LaGrou – yes C. Klotzbach – yes C. Veazey – yes Supv. Crossen – yes

Historian 2022 Report

MOTION by Councilperson LaGrou, seconded by Councilperson Klotzbach to accept the report as written, with thanks. Approved by roll call vote:

C. Fisher – yes C. LaGrou – yes C. Klotzbach – yes C. Veazey – yes Supv. Crossen – yes

Court

The Justices sent a letter notifying the Board that their books are ready for audit. The Court Committee will take care of it.

Investment Policy

Town of Alabama Investment Policy

I. SCOPE

This investment policy applies to all moneys and other financial resources available for investment on its' own behalf or on behalf of any other entity or individual.

II. OBJECTIVES

The primary objectives of the local government's investment activities are in priority order:

- a) To conform with all applicable federal, state and other legal requirements
- b) To adequately safeguard principal,
- c) To provide sufficient liquidity to meet all operating requirements.
- d) To obtain a reasonable rate of return.

III. DELEGATION OF AUTHORITY

The Town Board's responsibility for administration of the investment program is delegated to the Town Supervisor as Chief Fiscal Officer, who shall establish written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide satisfactory level of accountability based on a data base or records incorporating description and amounts of investments, transaction dates and other relevant information and regulate the activities of subordinate employees

IV. PRUDENCE

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the Town of Alabama to govern effectively.

Investments shall be made with judgment and care under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial decisions.

V. DIVERSIFICATION

It is the policy of the Town of Alabama to diversify its' deposits and investments by financial institution, by investment instrument, and by maturity scheduling.

VI. INTERNAL CONTROLS

It is the policy of the Town of Alabama for all moneys collected by any officer or employee of the government to transfer those funds to the Supervisor monthly or within the time period specified in law, whichever is shorter.

The Town Supervisor or in his absence, the Deputy Town Supervisor, is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization and recorded properly and are managed in compliance with applicable laws and regulations.

VII. DESIGNATION OF DEPOSITARIES

The banks and trust companies authorized for the deposit of moneys are:

DEPOSITORY NAME

M & T Bank
Bank of Castile (Health Insurance)

INVESTMENT NAME

NYCLASS

VIII. COLLATERALIZING OF DEPOSITS

In accordance with the provisions of General Municipal Law Section 10, all deposits of the Town of Alabama, including certificates of deposit and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:

1. By pledge of "eligible securities" with an aggregate "market value" as provided by GML Section 10, at least to the aggregate amount of deposits from the categories designated in Appendix A of this policy.
2. By eligible "irrevocable letter of credit" issued by a qualified bank other than the bank with the deposits, in favor of the government, for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest, if any. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements

IX. SAFE KEEPING AND COLLATERALIZATION

Eligible securities used for collateralizing deposits shall be held by an approved bank or trust company subject to security and custodial agreements.

The security agreement shall provide that eligible securities are being pledged to secure local government deposits together with agreed upon interest, if any and any cost or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events which will enable the local government to exercise its rights against the pledge securities. In the event that the securities are not registered or inscribed in the name of the local government, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the Town of Alabama or its' custodial bank.

The custodial agreement shall provide that securities held by the bank or trust company, or agent of and custodian for, the Town of Alabama, will be kept separate and apart from the general assets of the custodial bank or trust and will not, under any circumstance, be commingled with or become part of the backing for any other deposit or other liabilities.

The agreement should also describe that the custodian shall confirm the receipt, substitution or release of the securities.

The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

X. PERMITTED INVESTMENTS

As authorized by General Municipal Law #11, the Alabama Town Board authorizes the Town Supervisor or in his absence, Deputy Town Supervisor, to invest moneys not required for immediate expenditure for terms not to exceed its' projected cash flow needs in the following types of investments:

- a. Special time deposit accounts.
- b. Certificates of deposit.
- c. Obligations of the United States of America.
- d. Obligations guaranteed by agencies of the USA where the payment of principal and interest are guaranteed by the United States of America.
- e. Obligations of the State of New York
- f. Obligations issued pursuant to LFL #24.00 or 25.00 by any municipality, school district or district corporation other than the Town of Alabama with approval of the State Comptroller.
- g. An obligation of public authorities, public housing authorities, urban renewal agencies and industrial development agencies where the general State statutes governing such entities or whose specific enabling legislation authorizes such investments.
- h. Certificates of Participation issued pursuant to GML #109b.
- i. Obligations of this local government, but only with any moneys in a reserve fund established pursuant to GML #6-c,6-d,6-e,6-f,6-g,6-h,6-I,6-j,6-k,6-l,6-m or 6-n.

All investment obligations shall be payable or redeemable at the option of the Town of Alabama within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the Town of Alabama within two years of the date of purchase.

XI. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The Town of Alabama shall maintain a list of financial institutions and dealers approved by investment purposes and establish appropriate limits to the amount of investments, which can be made with each financial institution or dealer. All financial institutions with which the local government conducts business must be credit worthy. Banks shall provide their most recent Consolidated Report of condition at the request of the Town of Alabama. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank as primary dealers. The Town Supervisor is responsible for evaluating the financial position and maintaining listing of proposed depositories, trading partners and custodians. Such listing shall be evaluated at least annually.

XII. PURCHASE OF INVESTMENTS

The Town Supervisor or in his absence, Deputy Town Supervisor, is authorized to contract for the purchase of investments.

1. Directly, including through a repurchase agreement, from the authorized trading partner.
2. By participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5G of the GML where such program meets all the requirements set forth in the Office of State Comptroller Opinion #88-46 and the specific program has been authorized by the governing board.
3. By utilizing an ongoing investment program with an authorized trading pursuant to a contract authorized by the governing board.

All purchased obligations, unless registered or inscribed in the name of the local government, shall be purchased through, delivered to and held in the custody of a bank or trust company.

Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the Town of Alabama by the bank or trust company. Any obligations held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in GML #10.

The custodial agreement shall provide that securities held by the bank or trust company, as agent of and custodian for the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be co-mingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

XIII. RE-PURCHASE AGREEMENTS

Repurchase agreements are authorized subject to the following restrictions:

- a) All repurchase agreements must be entered into subject to a Master Repurchase Agreement.
- b) Trading partners are limited to banks or trust companies authorized to do business in New York State and primary reporting dealers.
- c) Obligations shall be limited to obligations of the United States of America and obligations guaranteed by agencies of the United States of America.
- d) No substitution of securities will be allowed.
- e) The custodian shall be a party other than the trading partner.

APPENDIX A

Schedule of eligible securities

Obligations issued or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or a United States government sponsored corporation.

Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation, which under a specific State statute may be accepted as security for deposit of public moneys.

MOTION by Councilperson Fisher, seconded by Councilperson LaGrou to adopt the investment policy as written. Approved by roll call vote:

C. Fisher – yes C. LaGrou – yes C. Klotzbach – yes C. Veazey – yes Supv. Crossen – yes

2021 Audit

MOTION by Councilperson LaGrou, seconded by Councilperson Klotzbach to allow Supv. Crossen to sign the Representation Letter from Allied Financial for the audit of 2021 records. Approved by roll call vote:

C. Fisher – yes C. LaGrou – yes C. Klotzbach – yes C. Veazey – yes Supv. Crossen – yes

MOTION by Councilperson LaGrou, seconded by Councilperson Klotzbach to adjourn meeting at 8:50 p.m. Approved by roll call vote:

C. Fisher – yes C. LaGrou – yes C. Klotzbach – yes C. Veazey – yes Supv. Crossen – yes

Respectfully Submitted,

Rebecca L. Borkholder
Town Clerk