

## **Town Board Meeting January 13, 2025**

Supv. Crossen called the monthly meeting of the Alabama Town Board to order at 7:00 p.m. Roll Call was taken, Councilperson Fisher, Klotzbach and Supv. Crossen were present. Also present: Attorney Boylan, Dave Bencic and Supt. Covell,

**Privilege of the Floor** -- None

### **Highway**

Supt. Covell gave update:

- Been plowing and sanding most of the month.
- Starting to work on mowers.
- Replaced tool boxes in shop.
- Working on replacing 2 ft. LED lights in shop.
- Town Hall furnace had issues, fixed it.

### **Highway Work Permit**

Supt. Covell would like to implement a permit for driveways and utility poles, etc. on Town Roads.

MOTION by Councilperson Fisher, seconded by Councilperson Klotzbach to approve the application for highway work permit. Approved by roll call vote:

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

### **Purchase from Bid Sheets**

MOTION by Councilperson Fisher, seconded by Supv. Crossen 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. Klotzbach – yes   Supv. Crossen – yes

### **Road Striping and Signage**

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

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

### **2025 Highway Fee Schedule**

<b><u>Residential Driveway</u></b>	\$100.00
<b><u>All other non-residential</u></b>	\$250.00

***All projects commenced without a permit shall pay Permit Fees PLUS Triple Fees***

MOTION by Supv. Crossen, seconded by Councilperson Klotzbach to adopt the Highway Fee Schedule as written. Approved by roll call vote:

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

**STAMP** – Supv. Crossen gave brief update:

Edwards building is closed in.

Plug Power has not paid their 2025 PILOT or Host Comm. Fees. Will send default letter at end of the month.

Data Center – EDC is interviewing three companies. Will have public hearings for incentives at end of the month at the Alabama Fire Hall during the day.

**Water District #1** – nothing new

**Water District #2** – Supv. Crossen sent valve replacement info. to Rob Klavoon at Wendel for review. Estimated cost is \$355,617.00. Disc. held.

**Solar Law Update –**

Wendel sent updated law with all revisions:

## **TOWN OF ALABAMA – FINAL LAW – January, 2025**

### **ARTICLE VI**

#### **SECTION 624                SOLAR ENERGY**

##### **624-1. Authority**

This Solar Energy Local Law is adopted pursuant to Sections 261-263 of the Town Law for the State of New York, which authorizes the Town to adopt zoning provisions that advance and protect the health, safety and welfare of the community, and, in accordance with the Town Law of New York State, “to make provision for, so far as conditions may permit, the accommodation of solar energy systems and equipment and access to sunlight necessary therefore.”

##### **624-2. Statement of Purpose**

This Solar Energy Local Law is adopted to advance and protect the public health, safety, and welfare of the Town by creating regulations for the installation and use of solar energy generating systems and equipment, with the following objectives and intent:

1. To potentially help decrease the cost of electricity to the owners of residential and commercial properties, including single-family houses.
2. To regulate solar in a manner that helps to protect agricultural uses in the community and the farming economy of the Town.
3. To provide other benefits to the Town and its residents to mitigate impacts from the solar project.
4. To mitigate the impacts of Solar Energy Systems on environmental resources such as important visual resources, forests, wildlife and other protected resources. The use of small-scale, on-farm sources alternative to energy generation is beneficial to local farmers allowing them the ability to cut utility costs and/or supplement their income.
5. To protect adjoining/surrounding property owners by mitigating the potential impacts from larger scale solar installations.

6. To create zoning regulations in accordance with the Town's Comprehensive Plan, its Agriculture and Farmland Protection Plan, and other Regional Planning documents.
7. To potentially allow for a total of up to 2500 acres of Tier 3 and 4 Solar Energy Systems and other green energy projects within the Town. This acreage calculation is based on the area within the fenced in area of the project site (includes panels and other Solar Energy Equipment).
8. To ensure that the design of this system meets modern standards, the project is constructed correctly and that all system components are maintained.

### 624-3. Definitions

**BUILDING-INTEGRATED SOLAR ENERGY SYSTEM:** A combination of Solar Panels and Solar Energy Equipment integrated into any building envelope system such as vertical facades, semitransparent skylight systems, roofing materials, or shading over windows, which produce electricity for onsite consumption.

**DWELLING UNIT:** Any residence/house/apartment that may be occupied or vacant

**FARMLAND OF STATEWIDE IMPORTANCE:** Land, designated as "Farmland of Statewide Importance" in the U.S. Department of Agriculture Natural Resources Conservation Service (NRCS)'s Soil Survey Geographic (SSURGO) Database on Web Soil Survey that is of state wide importance for the production of food, feed, fiber, forage, and oilseed crops as determined by the appropriate state agency or agencies. Farmland of Statewide Importance may include tracts of land that have been designated for agriculture by state law.

**GLARE:** The effect by reflections of light with intensity sufficient as determined in a commercially reasonable manner to cause annoyance, discomfort, or loss in visual performance and visibility in any material respects.

**GROUND-MOUNTED SOLAR ENERGY SYSTEM:** A Solar Energy System that is anchored to the ground via a pole or other mounting system, detached from any other structure that generates electricity for onsite or offsite consumption.

**HOST COMMUNITY AGREEMENT –** A contract between a developer and a local governing body, whereby the developer agrees to provide the community with certain benefits and mitigate specified impacts of the solar project.

**NATIVE PERENNIAL VEGETATION:** native wildflowers, forbs, and grasses that serve as habitat, forage, and migratory way stations for pollinators and shall not include any prohibited or regulated invasive species as determined by the New York State Department of Environmental Conservation.

**NON-PARTICIPATING PROPERTY:** a property that is not affiliated with a Solar Energy System project in any way

**PARCEL(S):** A tract of land owned by an individual or entity leased or otherwise controlled by an applicant upon which a Solar Energy System is proposed to be constructed.

**PARTICIPATING PROPERTY:** A property that is being leased for solar usage, or a property that has an agreement or lease but is not having solar related improvements constructed upon it.

**POLLINATOR:** bees, birds, bats, and other insects or wildlife that pollinate flowering plants, and includes both wild and managed insects.

**PRIME FARMLAND:** Land, designated as “Prime Farmland” or “Prime Farmland where drained” in the U.S. Department of Agriculture Natural Resources Conservation Service (NRCS)’s Soil Survey Geographic (SSURGO) Database on Web Soil Survey, that has the best combination of physical and chemical characteristics for producing food, feed, forage, fiber, and oilseed crops and is also available for these land uses.

**ROOF-MOUNTED SOLAR ENERGY SYSTEM:** A Solar Energy System located on the roof of any legally permitted building or structure that produces electricity for onsite or offsite consumption.

**SOLAR ACCESS:** Space open to the sun and clear of overhangs or shade so as to permit the use of active and/or passive Solar Energy Systems on individual properties.

**SOLAR ENERGY EQUIPMENT:** Electrical material, hardware, inverters, conduit, storage devices, or other electrical and photovoltaic equipment associated with the production of electricity.

**SOLAR ENERGY SYSTEM:** The components and subsystems required to convert solar energy into electric energy suitable for use. The term includes, but is not limited to, Solar Panels and Solar Energy Equipment. A Solar Energy System in the Town of Alabama is classified as a Tier 1, Tier 2, Tier 3 or Tier 4 Solar Energy System as follows.

1. Tier 1 Solar Energy Systems include the following:
  - a. Roof-Mounted Solar Energy Systems
  - b. Building-Integrated Solar Energy Systems
2. Tier 2 Solar Energy Systems include Ground-Mounted Solar Energy Systems up to 1,500 square feet in size (defined as the actual square footage of panels) and that generate no more than 110% of the electricity consumed on the site over the previous 12 months (per NYSERDA standards).
3. Tier 3 Solar Energy Systems are systems that do not meet the definition of a Tier 1 or Tier 2 Solar Energy Systems and do not meet the requirements of a Tier 4 Solar Energy System.
4. Tier 4 Solar Energy Systems meet the definition of a Tier 3 Solar Energy System but are over 25 acres in size (defined as the fenced in area that encloses the panels and other related solar energy equipment).

**SOLAR PANEL:** A photovoltaic device capable of collecting and converting solar energy into electricity.

**STORAGE BATTERY:** A device that stores energy and makes it available in an electrical form.

**WETLANDS:** Any areas designated as such by the NYS Department of Environmental Conservation or the US Army Corps of Engineers

#### 624-4.Applicability

1. The requirements of this Local Law shall apply to all Solar Energy Systems permitted, installed, or modified in the Town after the effective date of this Local Law, excluding general maintenance and repair.
2. Solar Energy Systems constructed or installed prior to the effective date of this Local Law shall not be required to meet the requirements of this Local Law.
3. Modifications to an existing Solar Energy System that increase the Solar Energy System area by more than 5% of the original area of the Solar Energy System (exclusive of moving any fencing) shall be subject to this Local Law.
4. All Solar Energy Systems shall be designed, erected, and installed in accordance with all applicable codes, regulations, and industry standards as referenced in the NYS Uniform Fire Prevention and Building Code (“Building Code”), the NYS Energy Conservation Code (“Energy Code”), and the Town Code.

#### 624-5.General Requirements

1. A Building permit shall be required for installation of all Solar Energy Systems.
2. Issuance of permits and approvals by the Planning Board shall include review pursuant to the State Environmental Quality Review Act ECL Article 8 and its implementing regulations at 6 NYCRR Part 617 (“SEQRA”).
3. This Article shall take precedence over any inconsistent provision of the Zoning Law of the Town of Alabama.
4. All applications for solar energy system project shall pay the appropriate fees, as set by the Alabama Town Board (see Town fee schedule), and other fees to cover the Town’s costs for the processing of these projects from application through construction.

#### 634-6.Permitting Requirements for Tier 1 Solar Energy Systems

All Tier 1 Solar Energy Systems shall be permitted in all zoning districts and shall be exempt from site plan review under the local zoning code or other land use regulation, subject to the following conditions for each type of Solar Energy Systems:

1. Roof-Mounted Solar Energy Systems.
  - a. Roof-Mounted Solar Energy Systems shall incorporate, when feasible, the following design requirements:
    - i. Solar Panels on pitched roofs shall be mounted with a maximum distance of 8 inches between the roof surface the highest edge of the system.
    - ii. Solar Panels on pitched roofs shall be installed parallel to the roof surface on which they are mounted or attached.

- iii. Height: Tier 1 Solar Energy Systems shall have the following height restrictions for all zoning districts: 2 feet above roof of highest existing structure, but shall not be higher than the allowed height in the underlying zoning district, unless a variance is received.
  - iv. Solar Panels on flat roofs shall not extend above the top of the surrounding parapet, or more than 24 inches above the flat surface of the roof, whichever is higher.
  - b. Glare: All Solar Panels shall have non-hazardous anti-reflective coating(s) and proof of such must be provided with the building permit application.
  - c. Fire safety: All Roof mounted systems shall be designed and installed in accordance with the Uniform Fire Prevention and Building Code Standards.
2. Building-Integrated Solar Energy Systems - Building-Integrated Solar Energy Systems shall be shown on the plans submitted for the building permit application for the building containing the system.

#### 624-7. Permitting Requirements for Tier 2 Solar Energy Systems

All Tier 2 Solar Energy Systems shall be permitted in all zoning districts as an accessory use and require site plan review in accordance with the Town of Alabama zoning code and other Town land use regulations. The Site Plan application shall include a site plan and address the following requirements:

1. Glare - All Solar Panels shall have anti-reflective coating(s) and proof of such must be provided with the building permit application.
2. Setbacks - Tier 2 Solar Energy Systems shall be setback a minimum of 75 feet from any side or rear property line. All Ground-Mounted Solar Energy Systems shall only be installed in the side or rear yards (preference of rear yard). In all cases, the solar panels shall be located a minimum of 150 feet from any dwelling unit on an adjoining non-participating property. For locations requiring a side yard installation, extra setback distances may be required.
3. Height - Tier 2 Solar Energy Systems shall be less than 12 feet in Residential and Ag-Residential Districts. Height shall be less than 15 feet for all remaining districts.
4. Screening and Visibility.
  - a. All Tier 2 Solar Energy Systems shall have views minimized from adjacent properties to the extent reasonably practicable (as determined through the site plan process).
  - b. Solar Energy Equipment shall be located in a

manner to reasonably avoid and/or minimize blockage of views from surrounding properties and shading of property to the north, while still providing adequate solar access.

#### 624-8. Permitting Requirements for Tier 3 Solar Energy Systems

All Tier 3 Solar Energy Systems are permitted through the issuance of a special use permit within Agricultural Residential Zone, Commercial Zone, Industrial Zone (as restricted below), and are subject to site plan application requirements set forth in this Section and must meet the Special Use Permit requirements in Section 624-9.

Location Restrictions for Tier 3 Solar Energy System projects:

- Not allowed within 1,000 feet of a Residential Zoning District
- Not allowed within 500 feet of a designated Conservation Area- see Town Comprehensive Plan and any new conservation areas added since then.
- Not allowed on Priority Agricultural Lands identified for protection in the Town of Alabama Agricultural and Farmland Protection Plan).

In order to ensure that the benefits of the community solar energy resource are available to the entire community, the Town of Alabama requires the applicant to enter into a Solar Energy System PILOT and Host Community Agreement with the Town of Alabama.

#### 1. Applications (Process) for the installation of Tier 3 and 4 Solar Energy System shall be:

- a. Received by the Zoning Enforcement Officer (ZEO) and checked to make sure the appropriate documents have been submitted. The ZEO will then forward to the Planning Board, by having it placed on the next available agenda, for them to determine completeness of the application. Applicants shall be advised within 10 business days of the first Planning Board meeting of the completeness of their application or any deficiencies that must be addressed prior to substantive review of the Special Use Permit and Site Plan.
- b. Once the application is deemed complete and while the Planning Board is completing their reviews, the project/application shall be referred to the Town Board to begin completion of the Host Community Agreement. This agreement will need to be finalized before the Planning Board acts on the Special Use Permit.
- c. Subject to a public hearing to hear all comments for and against the application. The Town shall complete all public notice requirements in accordance with the Special Use requirements of the Town.
- d. Referred to the Genesee County Planning Department pursuant to General Municipal Law § 239-m if required.
- e. Acted upon by the Planning Board, once the required steps are completed and the Planning Board has completed the SEQR process.
- f. The Planning Board shall place conditions upon the SUP approval to ensure the conditions of this law and their review are

incorporated into the project. Once the SUP is approved, the Planning Board shall proceed to conditional site plan approval of the project. Prior to any building/site development permits being issued, the final site plan (construction plan) shall be reviewed and approved by the Town Engineer, and the Town will ensure that the conditions of the SUP are being met or shall be met. If the final site plan does not match the conditional approved plan or the SUP, the project will need to return to the Planning Board for review and approval of these changes.

## 2. Design and Application Requirements

Applications for Tier 3 and 4 Solar projects shall address and include the following:

- a. Vehicular Paths. Vehicular paths within the site shall be designed to minimize the extent of impervious materials and soil compaction. Where vehicular paths are proposed as being impervious, the applicant shall address this issue in their stormwater plans.
- b. Signage.
  - i. No signage or graphic content shall be displayed on the Solar Energy Systems except the manufacturer's name, equipment specification information, safety information, and 24-hour emergency contact information. Said information shall be depicted within an area no more than 8 square feet.
  - ii. As required by National Electric Code (NEC), disconnect and other emergency shutoff information shall be clearly displayed on a light reflective surface. A clearly visible warning sign concerning voltage shall be placed at the base of all pad-mounted transformers and substations.
- c. Glare. All Solar Panels shall have non-hazardous anti-reflective coating(s) and proof of such submitted at SUP application and then again at the time of the building/site development permit (in case equipment is changed).
- d. Lighting. Lighting of the Solar Energy Systems shall be limited to that minimally required for safety and operational purposes and shall be reasonably shielded and downcast (dark sky compliant) from abutting properties.
- e. Noise. Information on any noise producing equipment (as determined by the Town based on application materials, including invertors, motors, etc.) shall be submitted. If necessary, the Planning Board will require analysis of the noise on any sensitive receptors, including single family homes. A noise test will be conducted 6 months after startup to confirm noise levels. If exceeding, will return to Planning Board to offer mitigation.
- f. Tree-cutting. Removal of existing trees larger than 6



inches in diameter should be minimized to the extent possible, but in no case shall exceed 10% of the trees on the site (each subject parcel).

g.

Decommissioning.

- i. Solar Energy Systems that have been abandoned and/or not producing electricity (defined as operated at a minimum of 50% capacity for a period of at least 6 months) for a period of 1 year shall be removed at the Owner and/or Operator's expense, which at the Owner's option may come from any security made with the Town as set forth in this law.
- ii. A decommissioning plan completed by a licensed engineer and signed by the owner and/or operator of the Solar Energy System shall be submitted by the applicant, addressing the following:
  - (a) The cost of removing the Solar Energy System (no allowance for recycle value).
  - (b) The estimate shall assume that the Town will need to collect on a bond, create public bid documents (Prevailing Wage Rate and Wicks law), publicly bid the project, manage the construction, etc.).
  - (c) The time required to decommission and remove the Solar System and any ancillary structures.
  - (d) The time required to repair any damage caused to the property by the installation and removal of the Solar Energy System.
  - (e) If required during the approval process, meet the requirements of the Agricultural restoration requirements of NYS and the Town.

*iii. Security*

- (a) The deposit, executions, or filing with the Town Clerk of cash, bond, or other form of security reasonably acceptable to the Town Attorney and/or engineer and approved by the Town Board, shall be in an amount sufficient to ensure the good faith performance of the terms and conditions of the permit issued pursuant hereto and to provide for the removal and restorations of the site subsequent to removal. The amount of the bond or security shall be 125 % of the cost of removal of the Tier 3 Solar Energy System and restoration of the property with an escalator of 2 % annually for the life of the Solar Energy System. The decommissioning amount shall not be reduced by the amount of the estimated salvage value of the Solar Energy System. This Security must be approved and in place prior to construction starting.
- (b) In the event of default upon performance of such conditions, after proper notice and expiration of any cure periods, the cash deposit, bond, or security shall be forfeited to the Town, which shall be entitled to maintain an action thereon. The cash deposit, bond, or security shall remain in full

force and effect until restoration of the property as set forth in the decommissioning plan is completed.

- (c) In the event of default or abandonment of the Solar Energy System, the system shall be decommissioned as set forth in this law.

- h. Application Fees: All applications for Tier 3 (and Tier 4) solar energy systems shall include the appropriate fees as set by the Alabama Town Board. An applicant for a Tier 3 or 4 solar energy project shall enter into a reimbursement agreement with the Town to pay the costs of the Town hiring their engineer or other subject matter experts and attorneys to review the application to ensure the project complies with the provisions of this law.

- i. Maintenance Plan: applications shall include a maintenance plan for all leased lands (including required setbacks/buffers). Maintenance shall include the access roads, landscaping, plantings under the panels, fencing and gates, etc.

- j. Safety: applications shall include a safety plan (including communication with emergency service providers).

- k. Environmental and cultural resources; information on the environmental and cultural resources (as identified through the NYSDEC Mapping system and by the Town of Alabama) on the subject property and surrounding properties.

3. Site plan application - For any Solar Energy system requiring a Special Use Permit, site plan approval shall be required. This required site plan application shall include a site plan and the following information:

- a. A Plan illustrating property lines and physical features, including roads, for the project site.

- b. Proposed changes to the landscape of the site, grading, vegetation clearing and planting, exterior lighting, and screening vegetation or structures.

- c. A one- or three-line electrical diagram detailing the Solar Energy System layout, solar collector installation, associated components, and electrical interconnection methods, with all National Electrical Code compliant disconnects and over current devices.

- d. A preliminary equipment specification sheet that documents all proposed solar panels, significant components, mounting systems, and inverters that are to be installed. A final equipment specification sheet shall be submitted prior to the issuance of building permit.

- e. Name, address, and contact information of proposed or potential system installer and the owner and/or operator of the Solar Energy System. Such information of the final system installer shall be submitted prior to the issuance of building permit.
- f. Name, address, phone number, and signature of the project applicant, as well as all the property owners, demonstrating their consent to the application and the use of the property for the Solar Energy System.
- g. Zoning district designation for the parcel(s) of land comprising the project site.
- h. Property Operation and Maintenance Plan. Such plan shall describe continuing photovoltaic maintenance and property upkeep, such as mowing and trimming (or other methodologies).
- i. Erosion and sediment control and storm water management plans prepared to New York State Department of Environmental Conservation standards, if applicable, and to such standards as may be established by the Planning Board.
- j. Engineering documents must be signed and sealed by a New York State (NYS) Licensed Professional Engineer or NYS Registered Architect.
- k. A completed SEQR Full Environmental Assessment Form.
- l. A Landscape Plan by a licensed landscape architect in accordance with the Special Use Permit requirements of this law.
- m. A calculation of the area of the solar energy system in acres (as defined in the definition of Tier 3 and Tier 4 systems). The Town will add this to the existing approved acreage of Tier 3 and 4 solar energy systems and other green energy projects, to determine if the project does not exceed the 2500- acre threshold. If it is determined by the Town that the proposed project would exceed the 2500-acre threshold, the application will be returned to the applicant and the project will not be allowed to proceed.

#### 624-9.Special Use Permit Standards (Tier 3 and 4)

##### 1. Specific Standards required as part of the approval process:

- a. Lot size – There are no lot size requirements; the project must be shown to meet all setback and other requirements of this law.
- b. Setbacks - All Tier 3 Solar Energy Systems shall be setback a minimum of 100 feet from the fence surrounding the solar panels and

equipment to all non-participating property lines and a minimum of 200 feet to the edge of any road ROW. A setback from a participating property line is not required. Note that setbacks may be required to be increased based on the visual impact analysis required to be completed for the project. Additionally, the setback from the fence line shall be a minimum of 500 feet from the side or front of a dwelling unit on an adjoining non-participating property. The setback to any off-site participating dwelling unit shall be 300 feet from the side or rear of the dwelling unit.

- c. 

Height - The Tier 3 Solar Energy Systems shall be less than or equal to 20 ft. The height of systems will be measured from the highest natural grade below each solar panel. This height requirement can be waived by the Planning Board if the panels are being raised to accommodate agricultural purposes.
- d. 

Fencing Requirements - All mechanical equipment, shall be enclosed by a fence, and meet any other regulatory requirements such as NEC, with a self-locking gate to prevent unauthorized access. In some cases, special provisions/design elements will need to be incorporated for the passage of animals.
- e. 

Screening and Visibility.

  - i. Solar Energy Systems smaller than 5 acres shall have views minimized from adjacent properties to the extent reasonably practicable using architectural features, earthen berms, landscaping, or other screening methods that will harmonize with the character of the property and surrounding area. Use of existing vegetation and location of the installation and the preferred methodology to screen these projects.
  - ii. Solar Energy Systems larger than 5 acres shall be required to:
    - (a) Conduct a visual assessment of the visual impacts of the Solar Energy System on public roadways and adjacent properties. At a minimum, a line-of-sight profile analysis shall be provided. Depending upon the scope and potential significance of the visual impacts, additional impact analyses, including for example a digital viewshed report, may be required to be submitted by the applicant.
    - (b) Submit a screening & landscaping plan to show adequate measures to screen through landscaping, grading, or other means so that views of Solar Panels and Solar Energy Equipment shall be minimized as reasonably practical from public roadways and adjacent properties to the extent feasible. The Planning Board will in good faith determine the adequacy of these measures in its sole and absolute discretion. The preferred methodology for screening these projects is the use of existing vegetation and other site components, and the location of the project on the site. Visualizations completed will need to illustrate existing

conditions, views at year one of operation (initial planting sizes of vegetation), at 5 years, and at full growth.

- (c) The screening & landscaping plan shall specify the locations, elevations, height, plant species, and/or materials that will comprise the structures, landscaping, and/or grading used to screen and/or mitigate any adverse aesthetic effects of the system. The landscaped screening shall be comprised of a minimum of 1 evergreen tree, at least 6 feet high at time of planting, plus 2 supplemental shrubs at the reasonable discretion of the Town Planning Board, all planted within each 10 linear feet of the Solar Energy System (Existing vegetation may be used to satisfy all or a portion of the required landscaped screening. A list of suitable evergreen tree and shrub species can be provided by the Town. This minimum screening requirement will be reduced if adjoining properties are participating properties.
- (d) For any buildings or structures (not panels) to be placed on the site, the applicant shall be required to submit plans illustrating how these structures will blend into the character of the area. For example, buildings can be made to look like agricultural structures such as barns.
- (e) The plantings/landscaping will be inspected by the Town on a yearly basis and all vegetation/landscaping that is dead or dying shall be replaced by the owner (incorporated into the conditions of the SUP).

f. Agricultural Resources. For projects located on agricultural lands:

- i.* Any Tier 3 Solar Energy System located in areas that consist of Prime Farmland soils or Prime Farmland where drained shall not exceed 50% of the area of Prime Farmland or Prime Farmland where drained on each of the parcels upon which panels and other Solar Energy Equipment (the fenced in area) are to be installed. Any program in which the applicant participates that provides for the use of the land within the fenced in area as farm related uses may be excluded from this 50% coverage threshold calculation based on the amount of space actually occupied by the farm use. This exclusion will only be allowed based on a Planning Board's determination that these lands are being used for actual Agricultural uses.
- ii.* Tier 3 Solar Energy Systems located on Prime Farmland or Prime Farmland where drained shall be constructed in accordance with the construction requirements of the New York State Department of Agriculture and Markets (See NYS Agriculture and Markets Guidelines).
- iii.* Tier 3 Solar Energy System owners shall develop, implement, and maintain native vegetation to the extent practicable pursuant to a vegetation management plan by providing native perennial vegetation and foraging habitat beneficial to game birds, songbirds, and pollinators. To the extent practicable, when

establishing perennial vegetation and beneficial foraging habitat, the owners shall use native plant species and seed mixes. Once established, other agriculture uses such as pasturing livestock and apiculture are permissible and encouraged. Input from the local farmers and Town Agricultural Committee will be needed to make these determinations.

- iv. **Agricultural Restoration Requirements:** once the system is decommissioned, the site shall be restored and remediated in accordance with the NYS Agriculture and Markets Guidelines (this will be a condition of the Special Use Permit).
- g. **Noise:** The project shall be shown (through studies submitted by the applicant) to not have any adverse noise impacts on any surrounding homes or other sensitive receptors (use of NYSDEC and Town of Alabama regulations concerning noise).
- h. **Hazardous Materials:** The project components shall not contain any hazardous materials that could contaminate soils or the air by their release (units shall not contain cadmium or other “forever” chemicals that can leach into the soils or groundwater). Proof of such will be needed at time of application and when the building permit is applied for (in case equipment changes).
- i. **Solar Energy System Liability Insurance:**
  - i. The Holder of a Special Use Permit for a Solar Energy System Shall Agree to secure and maintain for the duration of the permit, public liability insurance with policy limit amounts determined by the Town of Alabama based on the Permit Holder’s project specifications/scope of work and associated exposures.
  - ii. **Insurance Company:** The insurance policies shall be issued by an agent or representative of an insurance company licensed to do business in the State and with at least a Best’s rating of “A”.
  - iii. **Insurance Policy Cancellation:** The insurance policies shall contain an endorsement obligating the insurance company to furnish the Town of Alabama with at least thirty (30) days prior written notice in advance of cancellation.
  - iv. **Insurance Policy Renewal:** Renewal or replacement policies shall be delivered to the Town of Alabama at least fifteen (15) days before the expiration of the insurance that such policies are to renew or replace.
  - v. **Copies of Insurance Policy:** No more than fifteen (15) days after the grant of the permit before construction is initiated, the permit holder shall deliver to the Town of Alabama a copy of each of the policies or certificates representing the insurance in the required amounts.
  - vi. **Certificate of Insurance:** A certificate of insurance states that it is for informational purposes only and does not confer sufficient rights upon the Town of Alabama shall not be deemed to comply with this Law.
  - vii. **Indemnification:** Any application for a Solar Energy System within the Town of

Alabama shall contain an indemnification provision. The provision shall require the Applicant/Owner/Operator to at all times defend, indemnify, protect, save, hold harmless and exempt the town of Alabama and its officers, councils, employees, attorneys, agents and consultants from any and all penalties, damages, costs or charges arising out of any and all claims, suits, demands, causes of action or award of damages whether compensatory or punitive, or expenses arising therefrom either at law or in equity which might arise out of or are caused by the placement, construction, erection, modification, location, equipment's performance, use, operation, maintenance, repair, installation, replacement, removal or restoration of said Solar Energy System, excepting however, any portion of such claims, suits, demands, causes of action or award of damages as may be attributable to the negligent or intentional acts or omissions of the Town of Alabama or its employees or agents. With respect to the penalties, damages, or changes referenced herein, reasonable attorneys' fees, consultant' fees and expert witness fees are included in those costs that are recoverable by the Town of Alabama.

#### 624-10. Permitting Requirements for Tier 4 Solar Energy Systems

All Tier 4 Solar Energy Systems are permitted through the issuance of a special use permit within the Agricultural Residential Zone, Commercial Zone, Industrial Zone (as restricted below), and subject to site plan and special use permit requirements set forth in this Section for Tier 3 projects (all requirements in Sections 624-8 and 624-9).

Location Restrictions for Tier 4 Solar Energy System projects:

Not allowed within 1,000 feet of any residential zoning district.

Not allowed within 1,000 feet of a designated Conservation Area- as shown on the town's Comprehensive Plan and any added since that time.

Not allowed on any parcel of land identified in the towns Agricultural Farmland Protection Plan as a "priority lands for protection".

In order to ensure that the benefits of the community solar energy resource are available to the entire community, the Town of Alabama shall require all Tier 4 applicants to enter into a Solar Energy System PILOT and Host Community Agreement.

These Tier 4 systems are very large systems that have a potential to significantly impact the Town of Alabama, its citizens and the economy of the community. Therefore, the Tier 4 systems shall require the following additional (in addition to those in the Tier 3 level) submittals and requirements, or revisions to Tier 3 requirements:

1. Submittal of an Agricultural Impact Statement to determine the impact to Agriculture in the Town. The Town of Alabama has a standard Agricultural Impact Statement Table of Contents that will be provided to the applicant. The Planning Board, on a project-by-project basis, will work with the applicant on finalizing the requirements of this Agricultural Impact Statement. As required, the applicant shall include in this statement, the total acres of green energy projects in the Town, including their proposal (not exceeding 2500 acres).

2. Submittal of an Economic Impact Analysis to determine the impact to the economy of the Town. This includes the agricultural impacts in the Ag Impact statement and information as noted by the Town Planning Board (Town to provide scoping of this study)
3. Any Tier 4 Solar Energy System located on lands that consist of Prime Farmland soils or Prime Farmland where drained shall meet the same requirements as for Tier 3 projects (629-9. f.)
4. In addition, for Tier 4 systems, if the project proposes to impact more than 50% of these Prime or Statewide Important soils, the applicant may purchase or lease (for the lease period of the proposed project) development rights, of an equal amount of land over the 50% threshold, of another farm within the Town of Alabama with Prime soils located on that land to offset the farmland used or leased in the primary project area.

#### 624-11. Ownership Changes

If the owner or operator of the Solar Energy System changes or the owner of the property changes, the special use permit shall remain in effect, provided that the successor owner or operator assumes in writing all of the obligations of the special use permit, site plan approval, and decommissioning plan. A new owner or operator of the Solar Energy System shall notify the zoning enforcement officer of such change in ownership or operator within 30 days of the ownership change.

#### 624-12. Safety

1. Solar Energy Systems and Solar Energy Equipment shall be certified under the applicable electrical and/or building codes as required.
2. Solar Energy Systems shall be maintained in good working order and in accordance with industry standards. Site access shall be maintained, including snow removal at a level acceptable to the local fire department and, if the Tier 3 Solar Energy System is located in an ambulance district, the local ambulance corps.
3. If Storage Batteries are included as part of the Solar Energy System, they shall meet the requirements of any applicable Local Law, fire prevention and building code when in use and, when no longer used, shall be disposed of in accordance with the laws and regulations of the Town and any applicable federal, state, or county laws or regulations.

#### 624-13. Permit Time Frame and Abandonment

1. The Special Use Permit and site plan approval for a Solar Energy System shall be valid for a period of 18 months, provided that construction has commenced. In the event construction is not completed in accordance with the final site plan as may have been amended and approved, as required by the Planning Board, within 18 months after approval, the applicant or the Town may extend the time to



complete construction for 180 days. If the owner and/or operator fails to perform substantial construction after 24 months, the approvals shall expire.

2. Upon cessation of electricity generation of a Solar Energy System on a continuous basis for 12 months, the Town may notify and instruct the owner and/or operator of the Solar Energy System to implement the decommissioning plan. The decommissioning plan must be completed within 360 days of notification.
3. If the owner and/or operator fails to comply with decommissioning upon any abandonment, the Town may, at its discretion, utilize the bond and/or security for the removal of the Solar Energy System and restoration of the site in accordance with the decommissioning plan.

#### 624-14. Enforcement

Any violation of this Solar Energy Law shall be subject to the same enforcement requirements, including the civil and criminal penalties, provided for in the zoning or land use regulations of the Town.

#### 624-15. Severability

The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision, or phrase of the aforementioned sections, as declared by the valid judgment of any court of competent jurisdiction to be unconstitutional, shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase, which shall remain in full force and effect.

### **SEQR Resolution for Solar Law**

**Whereas**, the Town of Alabama proposed a local law creating new regulations for Solar Energy Systems; and

**Whereas**, the Alabama Town Board has reviewed the proposed new Solar Energy Systems Law at several meetings and held the required public hearing and received comments from the public and received input from, Genessee County (including completing the required Section 239 referral), other agencies and the Town Consultant; and

**Whereas**, the Alabama Town Board in accordance with the New York State Environmental Quality Review Act (SEQRA), has conducted a coordinated SEQR process, reviewed part 1 of the FEAF and completed parts 2 and 3 of the FEAF, and has done a thorough review of the project and its potential impacts; and

**Whereas**, the Alabama Town Board, in accordance with SEQRA has determined that the proposed issuance of a new Solar Energy System law will not adversely affect the natural resources of the State and/or the health, safety and welfare of the public and is consistent with social and economic considerations.

**Now, Therefore, Be It Resolved**, that the Town Board through the coordinated SEQR process establishes the Town Board as SEQR Lead Agency, and hereby determines that the proposed issuance of a new Solar Energy Systems law is not anticipated to result in any significant adverse

environmental impact and that a Negative Declaration is hereby issued and that the Town of Alabama Supervisor is authorized to sign the EAF, which will act as the Negative Declaration.

Councilperson Klotzbach offered the Resolution which was seconded by Councilperson Fisher and approved by roll call vote:

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

**RESOLUTION ADOPTING A NEW LOCAL LAW ENTITLED “SOLAR ENERGY” AND  
RESCINDING THE EXISTING LOCAL LAW “SOLAR ENERGY”**

**WHEREAS**, the Town of Alabama Code contains and specifies the local laws and ordinances of the Town of Alabama; and

**WHEREAS**, the Town of Alabama has identified the fact that the Town’s existing Solar Energy regulations do not properly address the public health and safety issues of these types of projects and does not meet the goals and vision of the Town’s Comprehensive Plan; and

**WHEREAS**, the Town, with the assistance of a consultant and their attorney, have created a new draft solar law and has presented such draft to the Town Board; and

**WHEREAS**, pursuant to Municipal Home Rule Law, the Town Board is proposing to enact a local law as follows:

Be it enacted by the Town Board of the Town of Alabama, New York, that the Alabama Town Board amends the Town Zoning law by adding a new Local Law, entitled “Solar Energy” and rescinding the existing Local Law, entitled “Solar Energy” – Article VI, Section 624.

**WHEREAS**, that the Alabama Town Board referred this proposed law to Genesee County pursuant to Section 239-m of the New York State General Municipal Law and received their input; and

**WHEREAS**, the Alabama Town Board held a Public Hearing on this proposed local law at the Alabama Town Hall at 7:00 pm on November 11, 2024 and received public comment; and

**WHEREAS**, pursuant to Part 617 6NYCRR, Article 8 of the Environmental Conservation Law (SEQRA), the Town of Alabama Town Board to established itself as SEQR Lead Agency and conducted a coordinated review and has issued a SEQR Negative Declaration.

**NOW THEREFORE BE IT RESOLVED**, that the Alabama Town Board amends the Town of Alabama Zoning Code, to provide for the revision of the Town Code as referenced above and attached.

Councilperson Fisher offered the resolution which was seconded by Councilperson Klotzbach and approved by roll call vote:

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

**Battery Storage Law** – nothing new, still waiting on NY State.

**Court** – nothing new

**Town Hall** – nothing new

**7047 Maple Rd** – Order in place, they have until February 7<sup>th</sup> to be cleaned up.

**CFA Grant**

State will be reaching out to us, might have to bid it out. Disc. held.

**Town Board Open Positions**

Letter of interest received by Dave Bencic, Shari Lindsley, Travis Warner, Heather Shultz and Pam LaGrou. Pam is only interested in serving for this year as a fill-in. Disc. held. Will conduct interviews at the February Town Board meeting in executive session.

**2025 Appointments**

Disc. held on Bingo Inspector salary. Will need to increase the amount at February meeting.

<b>Position</b>	<b>Name</b>
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	Rebecca Borkholder
Historian	Terry Thompson
Court Clerk	Kim Florian
CEO/ZEO	Michael Morris
Bingo Inspector	Robert Crossen
Assessor 10/1/2024 to 9/30/2029	Barry Flansburg
Town Prosecutor	Robert Zickl
Town Engineer	Wendel
Planning Board Member (5 yr term)	Terry Thompson
Zoning Board Chairperson (5 yr term)	Drew Klotzbach
Zoning Board Member (5 yr term)	Ryan Thompson
Zoning Board member (5 yr term)	Kevin Dossett

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

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

**Supervisor Appointments**

Deputy Supervisor – Kevin Fisher

Historian -- Terry Thompson

Bookkeeper – Mary Jo Hinkson

**Highway Supervisors' Appointment** -- Deputy Highway Superintendent – Scott Harkness

**Town Clerk Appointment** -- Deputy Town Clerk – Samantha Duboy

## **Town Prosecutor Agreement**

### **RETAINER AGREEMENT FOR TOWN PROSECUTOR**

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the TOWN OF ALABAMA, a Municipal Corporation of the State of New York, with offices located at 2218 Judge Road, Alabama, New York 14013, (hereinafter referred to as the "Town"), and Robert Zickl, with a business address of 9238 Fargo Rd., Stafford, NY, (heinafter referred to as "Zickl").

### **WITNESSETH:**

WHEREAS, the Town wishes to retain Zickl for prosecuting services as set forth hereinafter and Zickl has agreed to provide these services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. Zickl does hereby accept the appointment by the Town as the Town Prosecutor.
2. Zickl agrees to be liable and responsible for the duties set forth herein, and will act on behalf of the Town.
3. As Town Prosecutor, Zickl will provide the following legal services:
  - A. Take all steps necessary to prosecute in the Town of Alabama Court all Uniform Traffic Tickets issued for violations of the Vehicle and Traffic Law, except those for misdemeanors; as well as all Uniform Traffic Tickets for violations of the Transportation Law, including misdemeanors.
  - B. Zickl will decide whether or not to offer Defendants plea reductions in his discretion after review of each Defendant's driving history and/or driving abstract.
  - C. Zickl will appear one time per month before Justice Williams and one time per month before Justice Williams for meetings with Defendants who have appeared in Court, as well as for the disposition or trials of the Uniform Traffic Tickets.
  - D. Conducting all trials, including performing legal research, responding to pre-trial motions, trial preparation, and issuing Subpoenas to the ticketing Officers for their attendance.
4. As compensation for the services provided, Zickl will be paid the sum of \$6,000.00 per year to be paid out in quarterly installments by the Town.
5. The term of this Agreement will commence on January 1, 2025, and will end on December 31, 2025.
6. Zickl hereby agrees and acknowledges that he will be acting in his duty as Town Prosecutor as an "independent contractor" and is not an officer or employee of the Town. As an "independent contractor" the Town will not be responsible to pay for any benefits or additional compensation other than set forth herein.
7. Zickl hereby agrees to indemnify and hold harmless the Town for all claims, losses, costs and damages arising out of any activities of Zickl pursuant to the terms and conditions of this Agreement.
8. Zickl will be responsible to obtain any malpractice or other insurance coverage that he deems advisable, and the Town will not be responsible to pay or provide for any insurance coverage to benefit Zickl.
9. This Agreement may not be assigned by either party in whole or in part, without the prior written consent of the other party. Any assignment in violation of the foregoing shall be deemed void.

10. This Agreement shall constitute a Retainer Agreement between the parties and not a contract of employment. The Agreement may be terminated at anytime with or without cause by the Town Board, subject only to payment to the Attorney of any fees earned and disbursements expended.

11. This Agreement may not be assigned by either party in whole or in part, without the prior written consent of the other party. Any assignment in violation of the foregoing shall be deemed void.

IN WITNESS WHEREOF the parties have last signed this Agreement the day and year first written above.

MOTION by Councilperson Fisher, seconded by Councilperson Klotzbach to approve the Town Prosecutor Agreement and have Supv. Crossen sign it. Approved by roll call vote:

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

### **Wendel Engineering Agreement**

#### **TOWN/MUNICIPAL AGREEMENT**

THIS AGREEMENT made this 13th day of January, 2025, 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.

#### **W I T N E S S E T H**

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 January 2025 and terminate the 31st day of December, 2025.

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.

Town of Alabama

By: \_\_\_\_\_  
Robert Crossen, Town of Alabama Supervisor

Wendel WD Architecture, Engineering, Surveying & Landscape Architecture, P.C.

By: \_\_\_\_\_  
Jesse F. Wendell, Vice President of Engineering

MOTION by Councilperson Klotzbach, seconded by Councilperson Fisher to approve the Wendel Engineering Agreement and allow Supv. Crossen to sign it. Approved by roll call vote:  
C. Fisher – yes C. Klotzbach – yes Supv. Crossen – yes

## Genesee County Sheriff Agreement for Court Security



### **MEMORANDUM OF UNDERSTANDING SPECIAL/ADDITIONAL POLICE SERVICES**

WHEREAS, The Town of Alabama with offices at 2218 Judge Road, Town of Alabama, New York is desirous of receiving additional police services from the Genesee County Sheriff's Office, and

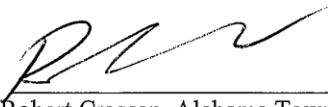
WHEREAS, the Genesee County Sheriff's Office hereby agrees to provide such additional police services within its means.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Genesee County Sheriff's Office shall provide such additional police services as agreed upon and within its resources; one Deputy for Town Court security held at Oakfield Town Court, 3219 Drake St. Rd., Oakfield, New York 14125.
2. The Town of Alabama with offices at 2218 Judge Road, Town of Alabama, New York will pay the Genesee County Sheriff's Office after an invoice is submitted. Hourly rates will be based upon an individual officer's hourly rate, overtime rate, fringe benefits and workers' compensation rate as provided by the Genesee County Sheriff's Office. The rate is based upon the current Labor Agreement with the Deputy Sheriff's Association. The current hourly rates are: \$87.29 for a Deputy and \$101.38 for a Sergeant.
3. The Town of Alabama with offices at 2218 Judge Road, Town of Alabama, New York will save, hold harmless and indemnify the County and the Genesee County Sheriff's Office against any claim or cause of action against the Sheriff, any member of the Sheriff's Office, or County, arising out of the willful misconduct, negligence and/or gross negligence of any employee of The Town of Alabama with offices at 2218 Judge Road, Town of Alabama, New York during the execution of this Memorandum of Understanding.
4. The duration of this Memorandum of Understanding shall be for the period of January 1, 2025 through December 31, 2025.
5. It is specifically understood and agreed upon by the parties that the Genesee County Sheriff's Office is providing additional police services as an independent contractor. Specifically, Genesee County Sheriff's Office employees shall in no regard be construed as employees or agents of The Town of Alabama with offices at 2218 Judge Road, Town of Alabama, New York nor in any other capacity except as an independent contractor.

Dated this \_\_\_\_ of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Sheriff Joseph M. Graff

  
\_\_\_\_\_  
Robert Crossen, Alabama Town Supervisor



MOTION by Councilperson Klotzbach, seconded by Councilperson Fisher to approve the Genesee County Sheriff Agreement for Court Security and have Supv. Crossen sign it. Approved by roll call vote: C. Fisher – yes C. Klotzbach – yes Supv. Crossen – yes

### **OFFICIAL UNDERTAKING OF MUNICIPAL OFFICIALS**

Supv. Crossen 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, **Mark 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, **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.

Councilperson Klotzbach seconded the resolution, which was approved by roll call vote:

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

### **RESOLUTION AUTHORIZING PARTICIPATION IN THE YEAR 2025 JOINT YOUTH PROGRAM**

Councilperson Klotzbach 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 **\$2,950.00**, 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 2025 Joint Youth Project as herein described, is approved, as is the Town's contribution of **\$2,950.00**.

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

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

### **Town Depositories**

Motion by Supv. Crossen, seconded by Councilperson Klotzbach to use the Bank of Akron and M&T Bank for Town Depositories. Approved by roll call vote:

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

### **Town Board/Planning Board Meeting Dates and Times –**

MOTION by Supv. Crossen seconded by Councilperson Klotzbach 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. Klotzbach – yes Supv. Crossen – yes

### **Highway Superintendent School/Conference/Advocacy Day**

MOTION by Councilperson Fisher, seconded by Councilperson Klotzbach 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. Klotzbach – yes Supv. Crossen – yes

### **Highway Superintendent Health Insurance**

MOTION by Supv. Crossen, seconded by Councilperson Fisher 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. Klotzbach – 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 \$199,976.89 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 Klotzbach, seconded by Councilperson Fisher to approve the Highway 284 Agreement. Approved by roll call vote:

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

### **2025 Mileage Rate**

MOTION by Councilperson Klotzbach, seconded by Supv. Crossen to set the 2025 mileage rate at 70 cents per mile. Approved by roll call vote:

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

## **Fee Schedules**

### ***Alabama Cemetery Price List***

Lot price per grave . . . . . \$600.00

April 1<sup>st</sup> to Nov. 30<sup>th</sup>:

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.. . . . . \$450.00 minimum\*\*

\*\*Over 420 sq. in. \$.85/sq. in.

### **TOWN OF ALABAMA FEE SCHEDULE STAMP TECHNOLOGY DISTRICTS**

The Towns application checklist shall be considered as an initial guide to all applicants within Technology District 1, Technology District 2, or Technology District 3.

An initial, non-refundable fee of \$10,000 shall be paid by all applicants presenting, or substantially amending, any proposed project to the Town. Determination of a substantial amendment shall be made by the Town and its consultants no more than 7 days from the applicant's submission of its amended plans based on the complexity and extent of changes to the previously submitted plans and the review required by the Town. This payment will be considered compensation to the Town for costs associated with the preliminary review of the application. Thereafter an application fee shall be assessed by the Town based on the square footage of the proposed structures at a rate of three dollars (\$3.00) per square foot

Within 30 days of submission the Town will review the application for completeness and will calculate the structures square footage. The Applicant will be notified of the Town's calculation and the fee shall be immediately due and payable. This fee shall be applied to all costs incurred by the Town associated with the project. These costs include but are not limited to Town Board and Planning Board review, engineering, legal, administrative, inspection, and any other costs and expenses deemed necessary by the Town at its sole discretion.

Unless otherwise negotiated and agreed to by the Town, all fees shall be paid in full prior to any Town action. In the unlikely event that the costs exceed 80% of the \$3.00 per square foot assessment the applicant shall be notified and provided a basic accounting of the costs incurred to date. The Town will then account for and bill the applicant monthly for all costs incurred by the Town. This monthly billing will continue until the project is completed (Certificate of Occupancy Issued) or suspended by the applicant.

# Town of Alabama

## 2025 Zoning Fee Schedule

<b>Zoning Permits</b>						<b>Fee</b>
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 sq ft or more						\$50.00
Non-Commercial Wind Energy Systems* ** (Add'l Fees apply for W.E.S./see petitions)						\$30.00
Standby Generator Systems/Electric Charging Station						\$25.00
<b>Permit Extensions</b>	(one time only)					\$25.00
<b>Permit Renewals</b>	(one time only then must re-apply for new permit)					\$50.00
<b>Pools, Hot tubs &amp; Spas</b>	(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						\$50.00
Above ground, 29 inches or less in depth (no electric)						No fee
<b>Junk Yard License (Annual)</b>						\$100.00
<b>Trailer Court</b>						\$100.00
Minimum annually up to ten (10) trailers, \$10.00 each additional trailer over 10						
<b>Planned Unit Development**</b>						\$500.00
**All costs incurred by Town of Alabama (i.e. consultants, attorneys etc.) shall be paid by applicant						
<b>Petitions</b>						
Petitions requiring a Public Hearing * **						\$200.00
Petitions not requiring a Public Hearing * **						\$140.00
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.)						
<b>Subdivision</b>	* **	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
<b>Town Clerk Fees</b>						
Zoning Law					Paper Copy	\$25.00
Subdivision Law					Paper Copy	\$15.00
Comprehensive Plan					Paper Copy	\$25.00
Returned/Bad Check Fee						\$35.00
Copies (per page/side)						\$0.50
Replace Lost/Uncashed Checks						\$10.00
Bulk Water Billing (fr. Hgwy Water Shed)					(per invoice)	\$50.00

**• All Projects Commenced without a permit shall pay Permit Fees Plus Triple Fees**

# Town of Alabama

## 2025 Building Permit & Inspection Fee Schedule

Building Permits				Fee
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)				\$50.00
Swimming pools & cement ponds (in-ground)				\$75.00
Standby Generator Systems/Electric Charging Station				\$25.00
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
<b>Demolition permit</b> (only needed for dwellings if not re-building)				\$50.00
<b>State required Annual Fire inspections</b>				
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
<b>Water tap in</b> * Any additional costs over \$1,250.00 to be paid by homeowner				\$1,250.00 *
<b>• Permit involving change of Occupancy shall be the same as for a New Building</b>				
<b>• Electrical inspections are not included in building permit fees and must be purchased separately</b>				
<b>• Septic system permits are not included in building permit fees and must be purchased separately</b>				
<b>• All inspections are done in accordance with NYS uniform fire and building code</b>				
<b>• All Projects Commenced without a permit shall pay Permit Fees Plus Triple Fees</b>				

## **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.

## **Dog License Fees for 2025**

### **Spayed/Neutered Dog**

**\$8.00** (\$7.00 local fee plus \$1.00 state fee\*)

### **Unspayed/Unneutered Dog**

**\$16.00** (\$13.00 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 1<sup>st</sup>**

*Assessed to dog owner*

**\$20.00 2<sup>nd</sup>**

*NOT the Dog*

**\$30.00 3<sup>rd</sup> &more w/in 1 year from first time.**

### **Late Dog License Renewal Fee**

**\$5.00** if renewed Aug. 1<sup>st</sup> or later.

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

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

## **Official Newspaper**

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

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

## **Town Board Committees 2025**

Solar – All Board members

Water – Supv. Crossen and Councilperson Fisher

STAMP – All board members  
Court – Councilperson Klotzbach  
Buildings – Councilpersons Fisher  
GAM -- Supv. Crossen and Councilpersons Klotzbach & Fisher will rotate.  
New Town Hall/Hgwy Facility – Supv. Crossen & Supt. Covel

**Approval of Minutes**

12/9/2024 Board Meeting – MOTION by Supv. Crossen, seconded by Councilperson Fisher to accept minutes as presented. Approved by roll call vote:

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

**Supervisors Report**

1/13/2025 -- MOTION by Councilperson Klotzbach, seconded by Councilperson Fisher to accept report as written. Approved by Roll Call Vote:

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

**Audit Bills**

MOTION by Councilperson Fisher, seconded by Councilperson Klotzbach to accept Abstract #001-2025 and pay bills in the amount of 43,044.25 vouchers 1 to 32 General Fund; \$14,507.38 vouchers 1 to 20 Highway Fund; \$3,666.73 vouchers 1 to 4 Water District 1. Approved by Roll Call Vote:

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

**Assessor's Report** – not submitted

**CEO/ZEO Report**

December 2024 Report -- MOTION by Councilperson Fisher, seconded by Supv. Crossen to accept report as written. Approved by Roll Call Vote:

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

**Town Clerk's Report**

December 2024 & 2024 Annual Report -- MOTION by Councilperson Fisher, seconded by Councilperson Klotzbach to accept reports as written. Approved by Roll Call Vote:

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

MOTION by Councilperson Klotzbach, seconded by Councilperson Fisher to adjourn meeting at 8:09 p.m. Approved by roll call vote:

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

Respectfully Submitted,

Rebecca L. Borkholder, Town Clerk