

Town Board Meeting
February 8, 2021

Supv. Crossen opened the meeting with NYSERDA and the Planning Board at 6:00 p.m.

Present – Supv. Crossen. Present via zoom: Councilperson Veazey, LaGrou and Klotzbach. Absent: Councilperson Fisher. Also present via zoom: Ian Latimer from NYSERDA, Mark Masse, Drew Reilly, Craig Wagner, Wendy Kingsland, Katie Chapman, Chad Klotzbach, Mike Morris, Wendy Thompson, Jeremy DeLyser, Sam Scarborough, Terry Thompson and Keilka.

Ian Latimer from NYSERDA conducted a presentation on clean energy and large scale solar.

Councilperson Fisher arrived at 6:40 p.m.

Mr. Latimer opened the floor for questions.

Supv. Crossen closed the meeting at 6:59 p.m.

Respectfully Submitted,

Rebecca L. Borkholder
Town Clerk

Town Board Meeting February 8, 2021

Supv. Crossen called the monthly meeting of the Alabama Town Board to order at 7:00 p.m. Roll Call was taken, Councilperson Fisher and Supv. Crossen were present. Present via zoom: Councilperson Veazey, LaGrou and Klotzbach. Also present were Supt. Covell, Drew Klotzbach and Brett Naas. Also present via zoom: Mark Masse, Drew Reilly, Craig Wagner, Wendy Kingsland, Katie Chapman, Chad Klotzbach, Mike Morris, Wendy Thompson, Jeremy DeLyser, Sam Scarborough, Terry Thompson and Keilka.

Privilege of the Floor -- none

Highway

Bridge NY Program.

MOTION by Councilperson Fisher, seconded by Councilperson LaGrou to give permission to Supv. Crossen to sign, upon attorney review, the application and any related documents for the Bridge NY program. Approved by roll call vote:

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

Supt. Covell gave an update:

Busy with snow removal and maintenance on trucks.

Setting up bulk storage of DEF. Cost savings to buy in bulk and conserves space.

National Grid sent a letter regarding the Street Lighting incentive, the Town will receive \$1,805.

A weather station has been installed at the highway garage. Download the Davis Weather App on your phone and you can find the Town's weather station.

Cemeteries

USDA has asked for permission to put European fruit fly traps in town cemeteries

MOTION by Councilperson Fisher, seconded by Councilperson Klotzbach to allow the USDA to put European Fruit Fly traps in the Town Cemeteries. Approved by roll call vote:

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

Appointments

MOTION by Councilperson LaGrou, seconded by Councilperson Fisher to appoint Leslie Moma of Batavia as Planning/Zoning Board clerk. Approved by roll call vote:

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

MOTION by Councilperson Fisher, seconded by Councilperson Klotzbach to appoint Brett Naas as Planning Board Alternate. Approved by roll call vote:

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

STAMP – Mark Masse gave update:

Continue to see interest in the site.

Completing large scale infrastructure.

Water District #2 – Jeremy DeLyser gave update:

Ph. 3A – Morsch has installed all of the vaults.

Ph. 3B – Sergi started construction January 12th.

DOT permit was issued today.
Drilling/Blasting on Ledge Road to begin Feb. 15th.
Phase 4 DOT permit voided due to SHIPO, construction halted until new permit issued.
Trying to work with Mr. Lamkin for water easement on Ledge/Alleghany Rd.
DEC looking to get service relocated at White Game Farm.
No out-of-district water apps received.

COVID-19 – Supv. Crossen gave update:

Copy of the Public Employer Health Emergency Plan was given to Board members for their review. A copy has been sent to the Union as required. Will need to be approved at March meeting.
Governor executive order expires April 1st. Will work on opening Town Hall then.
Highway guys continue to remain healthy.

Court

Councilperson Klotzbach received a request from the Town Justices to change the court phone to the Town of Oakfield's number and drop the 8132 phone line. It is included in the lease agreement.

MOTION by Councilperson LaGrou, seconded by Councilperson Klotzbach to drop the current court phone number and use Oakfield's phone lines. Approved by roll call vote:

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

Town Hall – nothing new.

Executive Session

MOTION by Councilperson Fisher, seconded by Councilperson Veazey to go into executive session at 7:22 p.m. to discuss the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation, potential negotiations involving incentive zoning agreement, discussion regarding the Teamsters and Charter Communications contracts. In addition to the Board Drew Reilly, Attorney Mark Boylan and Mark Masse may be participants for all or part of the executive session. Approved by roll call vote:

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

MOTION by Councilperson Veazey, seconded by Councilperson LaGrou to come out of executive session at 8:30 p.m. Approved by roll call vote:

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

Union Contract – Nothing new.

Spectrum Franchise Agreement

Supv. Crossen and Councilperson Klotzbach working on it.

Approval of Minutes

1/11/21 – MOTION by Councilperson Veazey, seconded by Councilperson Fisher 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

1/31/21 -- 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 Supervisor Crossen, seconded by Councilperson Fisher to accept Abstract #002-2021 and pay bills in the amount of \$46,764.06 vouchers 27 to 51 General Fund; \$7,426.82 vouchers 23 to 32 Highway Fund; \$383,927.99 vouchers 4 to 8 Water District 2; \$101,700.00 voucher 3 Alabama Fire Protection District; \$7,912.68 voucher 4 E. Pembroke Fire District; \$1,328.30 vouchers 3 to 5 Water District 1. Approved by Roll Call Vote:

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

Transfers – 2020 accrual transfers:

- \$3,517.50 from A1990.4 to A1420.2
- \$ 347.17 from A1990.4 to A1620.4
- \$ 142.32 from A1990.4 to A9030.8
- \$ 150.72 from DA9060.8 to DA9030.8
- \$1,292.30 from SW1-8397.2 to SW1-8320.4

MOTION By Councilperson Fisher, seconded by Councilperson LaGrou to make the transfers as listed. Approved by roll call vote:

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

Town Clerk’s Report

January 2021 -- MOTION by Councilperson LaGrou, 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

Assessor’s Report

November & December 2020 Transfers -- MOTION by Councilperson Fisher, seconded by Councilperson Klotzbach 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

Software agreement for new assessment program, GAR Associates

MOTION by Councilperson LaGrou, seconded by Councilperson Fisher to accept the agreement with GAR Associates for the assessment program with Genesee County and to allow Supv. Crossen to sign it. Approved by roll call vote:

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

CEO/ZEO Report

January 2021 -- 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

BAS program for Code/Zoning

MOTION by Councilperson Veazey, seconded by Councilperson Klotzbach to purchase the code/zoning program with BAS through the Town of Oakfield at a cost of \$700 for this year and approximately \$235 per year thereafter. Approved by roll call vote:

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

Historian Annual Report

MOTION By Councilperson Fisher, seconded by Councilperson Veazey to approve the 2020 Historian Annual Report. Approved by roll call vote:

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

Planning Board Update – none.

Solar Update – nothing new.

Audit Update – working with Auditor.

Ledge/Rt. 77 Lawsuit – information sent to Board Members. Attorneys and Insurance Company working on it.

Website

Supv. Crossen looking at other Town websites. Would like to set up a committee to look into it.

MOTION by Councilperson Klotzbach, seconded by Councilperson Fisher to set up a committee to re-develop the Town website. Approved by roll call vote:

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

Supv. Crossen and Councilperson Klotzbach will be on committee. Councilperson Klotzbach said Chad Klotzbach may be interested in being on the committee, she also asked for Clerk Borkholder to help with it as well.

AFD Shared Services Agreement

**TOWN OF ALABAMA
SHARED SERVICES AGREEMENT
WITH THE ALABAMA FIRE DEPARTMENT, INC.**

THIS AGREEMENT, made the _____ day of _____, 20____, by and between the **TOWN OF ALABAMA**, a Municipal Corporation of the State of New York, with its office located at 2218 Judge Road, Oakfield, New York 14125 (the “Town”), the **ALABAMA FIRE DEPARTMENT, INC.**, a Domestic Not-For-Profit Corporation, with an office located at 2230 Judge Road, Oakfield, NY 14125 (collectively known as the “Department”).

WITNESSETH:

WHEREAS, the Parties set forth herein agree that that purpose of this Agreement is to facilitate the sharing of machinery, equipment, services and manpower for the mutual benefit of the Parties; and

WHEREAS, the Department owns and maintains a certain fire hall facilities located at 2230 Judge Road Oakfield, NY 14125 and 1417 Lewiston Road Basom, NY 14013 (the “fire halls”), and

WHEREAS, the Town and Department each own of various pieces of equipment and machinery to fulfill their respective functions which each wish to share between them in the interests of economy and efficiency,

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

1. For purposes of this Agreement, the following terms shall be defined as follows:

- a. "Agreement" shall mean this "Town of Alabama Shared Services Agreement with the Alabama Fire Department".
- b. "Party" or "Parties" shall mean either the Town, or the Department, or all of them, as the context implies.
- c. "Superintendent" shall mean the Town of Alabama Highway Superintendent.
- d. "Department Representative(s)" shall mean the individual or individuals designated by the Department to arrange shared services on behalf of the Department with the Town.
- g. "Shared Service" shall mean any service provided by the Town or the Department for the other Party that is consistent with the purposes and intent of this Agreement and shall include but not be limited to:
 - i The renting, exchanging or lending of machinery, tools and equipment, with or without operators;
 - ii The providing of a specific service (ie: engineering, code enforcement)
 - iii The maintenance of machinery or equipment.
 - iv The use of the parties respective facilities, when available

2. Within ten (10) days of the execution of this Agreement, the Department shall notify the Superintendent in writing of the names of the individual or no more than two individuals, who may act jointly or separately, as the Department Representative(s), to effectuate the terms and conditions set forth herein; provided further that the Department shall immediately notify the Superintendent in writing of any changes in one or both of these Representatives.

3. The Town of Alabama by this Agreement grants unto the Superintendent, and the Department by this Agreement grants unto the Department Representative(s), the authority to enter into any shared service arrangements with each other, subject to the following terms and conditions:

a. The Town and the Department agrees to rent, exchange or lend to the other Party any and all materials, machinery, and equipment, with or without operators, which the Town or Department may need for its purposes. The determination as to whether such machinery, with or without operators, or material, is available for renting, exchanging or lending, shall be made by the Superintendent and the Department Representative(s), based upon what will be in the best interests of the Town or Department. The value of the materials or supplies loaned to each other under this Agreement may be returned to the Town or Department in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of an equal value, to be determined by the mutual consent of the respective Superintendent and Department Representative(s).

b. The Town and the Department agree to repair or maintain their respective machinery or equipment under terms that may be agreed upon by the Superintendent and the Department Representative(s).

c. An operator of equipment borrowed or loaned to or by the other Party, when operating such equipment for the borrowing Town or Department, shall be subject to the direction and control of the Superintendent or Department Representative(s) of the borrowing Party, in relation to the manner in which the work is to be completed. However, the method by which the machine is to be operated shall be determined by the operator.

d. When receiving the services of an operator with a machine or equipment, the receiving Superintendent or Department Representative(s) shall make no request of any operator which would be inconsistent with any labor agreement. All machinery and the operator, for purposes of worker's compensation, liability and any other relationship with third parties, shall be considered the machinery of, and the employee of, the Town or the Department owning the machinery and equipment.

e. The lending Town or Department shall be liable for any negligent or otherwise wrongful acts resulting from the conduct or acts of its employees; including, but not limited to, those resulting from the operation of its machinery or equipment by its own operator.

- f. The lending Party agrees to defend, indemnify and hold harmless the borrowing Party for all claims, damages, suits, penalties, fines and liabilities for injury or death to persons, or loss or damage to property, arising out of the use and operation of equipment by the lending Party's operator.
- g. The borrowing Party agrees to defend, indemnify and hold harmless the lending Party for all claims, damages, suits, penalties, fines and liabilities for injury or death to persons, or loss or damage to property, arising out of the use and operation of equipment by the borrowing Party's operator.
- h. The Town or the Department shall remain fully financially responsible for its own employees, including, but not limited to, salary, benefits and worker's compensation.
- i. When requesting the use of a facility the parties shall coordinate to ensure the facility is available for use at the time and date it is requested.

4. In the event machinery or equipment being operated by an employee of the owning Town or Department is damaged or otherwise in need of repair while working for the other Party, the Town or the Department owning the machinery or equipment shall be responsible to make or pay for such repairs. In the event machinery or equipment is damaged while being operated by an employee of the borrowing, receiving or renting Party, such Party shall be responsible for such repairs.

5. Either the Town or the Department may end this Agreement by filing a notice of such revocation. Upon the revocation of the Agreement, any outstanding obligations shall be submitted within thirty days of such revocation.

6. Any action taken by the Superintendent pursuant to the provisions of this Agreement shall be consistent with the duties of such official and expenditures incurred shall not exceed the amounts set forth in the Town budget for highway purposes.

7. Each party agrees to indemnify and hold harmless the other of and from any claims, losses, or liability accruing to either party by reason of the acts or omissions of the other party.

8. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part may be modified by the Town or the Department to the extent necessary to make it valid and operative, or if it cannot be modified, then severed, and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been signed with the invalid portion so modified or eliminated.

9. This Agreement shall be reviewed each year by the Town Board and shall expire five years from the date of its signing by the Town Supervisor, unless it is terminated prior thereto pursuant to Paragraph 6 herein.

IN WITNESS THEREOF, the Parties have signed this Agreement the day and year first written above.

TOWN OF ALABAMA

By: _____
Town Supervisor

Attest: _____
Town Clerk

Attest: _____
Highway Superintendent

ALABAMA FIRE DEPARTMENT, INC.

By: _____
President of the Department

Attest: _____
Director Chair

MOTION By Councilperson LaGrou, seconded by Councilperson Fisher to approve the Shared Services Agreement with the Alabama Fire Dept., 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

MOTION by Councilperson LaGrou, seconded by Councilperson Klotzbach to adjourn meeting at 9:03 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