

July 12, 2021

Alexander Town Board Regular Meeting

Town Hall 7:00 pm

Present: Supervisor David Miller
Town Board: Laura Schmieder, Carol Wolfley, Roy Haller III, Eric Wagner
Town Clerk: Shannon Tiede
Highway Super't: Tom Lowe
Guests: Jenny Wall, Teresa Thorley, Rachel Chrostowski, Kate Goodman, John Hanobik, Don Smith, Stefan Worthington, Shelley Stein, Steve Mountain, Mike Laney, Matt Laney, Jim Czekala

Supervisor Miller called the meeting to order at 7:00 pm with the Pledge of Allegiance and a moment of silence for first responders and our military serving around the world.

On motion by Councilperson Wagner, seconded by Councilperson Wolfley, and carried, the minutes of the June 14, 2021, Regular meeting were adopted.

5– Yes Miller, Haller, Schmieder, Wagner, and Wolfley 0 - No

COMMUNICATIONS: Mercy Flight report, Pinsky Law Group mailing offering live stream guidance on marijuana.

- Rachel Chrostowski addressed the board regarding Springhill Farms on Walker Road. She is part of Western New York Land Conservancy. They are working with the owner of Springhill Farms, Vincent Meyers to apply for a Farmland Protection Implementation Grant for his property. She was asking for a letter from the Town supporting this process for Springhill Farms.
- Shelley Stein addressed the board about the new sales tax distribution from the County.

OLD BUSINESS:

1. Water District 5- Working on permitting for Route 20 extension for the Darien Portion. Antennas for radio read system need to be done by Randsco and some paving and repairing lawns. The Surge relief manhole needs to be put in place.
2. Water District 6- The comptroller's office is still reviewing the application. Multiple residents from Water District 6 came to address the board about hooking into Water district 5 due to them living where the transmission line runs through for WD5. The board agreed to do a written agreement with each resident along that line that wants to hook in. They would be responsible for paying the debt service to 5 until 6 is formed and they can hook into that. If 6 is not formed, they will need to sign an out of district user agreement with the town to remain on WD5. Steve Mountain informed Mr. Smith that he would investigate whether or not the Town would be responsible for supplying the water meter for the Steam Show grounds.
3. Water District 7- Waiting on Steve Mountain for approx. cost of the project, he will have a proposal at the August meeting.

WHEREAS the School is employing fully qualified staff to provide accounting services, and **WHEREAS** the School intends to maintain the staff needed to provide accounting services.

NOW, THEREFORE, it is agreed as follows:

1. The School agrees to provide accounting services to the Town and shall provide qualified people to perform said duties.
2. The School shall be responsible for printing check per vouchers provided from the Town, and payroll, either paychecks or direct deposits, as directed from the Town. The school shall maintain accounting records, by accounts per generally accepted procedures as designated by the New York State Comptrollers.
3. The Town will maintain all time sheets, payroll, human resources, and accounts payable receivable files.
4. The Town will provide all accounts payable information, including W-9's, claim forms and vouchers. The school will not be responsible for duplicate payments, incorrect invoices or improper claim or vouchers supplied by the Town.
5. The Town shall provide all payroll information, including but not limited to pay rates, frequency, and tax withholding information.
6. The terms and conditions of the Agreement shall begin retroactively effective 1st of January 2021 and shall end December 31, 2021 unless a termination notice, in writing, is issued with at least a ninety-day notice.
7. In consideration for compensation for service set forth herein, the Town shall pay the School \$10,500 annually, to be paid annually on or around December 15th, 2021.
8. The school will be held harmless for any accounting issues that occurred prior to January 2017.

Motion made by Supervisor Miller and seconded by Councilperson Haller and carried.

5– Yes Miller, Haller, Schmieder, Wagner, and Wolfley

0 - No

RES. NO. 63: MUNICIPAL COOPERATIVE AGREEMENT WITH ALEXANDER CENTRAL SCHOOL

WHEREAS, the State Comptroller has opined that a Town and School district may enter into a municipal cooperative agreement through which they could jointly purchase gasoline, or the district could purchase gasoline to be delivered to and stored by the Town (State Comptroller Opinion No. 81-10); and

WHEREAS the Town and the District believe there are financial savings which will be realized by both the Town and the District if they jointly purchase unleaded gasoline and store such prior to usage at the Town's storage facility;

WHEREAS the Town and the District desire to enter into a Municipal Cooperative Agreement in accordance with New York State General Municipal Law 199-0 to effectuate such purchases and arrangements;

NOW THEREFORE, the parties hereto do agree, and contract as follows:

1. The Town agrees to competitively bid the purchase of unleaded gasoline on behalf of both the Town and District in accordance with General Municipal Law' 103.
2. The town agrees to accept delivery and store the unleaded gasoline prior to usage at the Town's facility.
3. The Town agrees to permit the district with access to the Town's storage facility for fueling District vehicles.
4. The Town and the District agree to develop accurate methods for determining and

documenting how much unleaded gasoline is utilized by the district.

5. The Town will invoice the district on a monthly basis for the cost of unleaded gasoline used by the district in accordance with competitively bid rate.

6. The District will pay the Town the invoiced amount within 30 calendar days of receipt of the invoice.

7. The District and the Town agree to defend, hold harmless and defend the other from any and all actions, damages, claims, liabilities, costs, expenses or losses in way arising out of or relating to the omissions, negligence, or action of the other with respect to the Agreement.

8. Any disputes arising under this Agreement shall be resolved through the procedures of the American Arbitration Association, provided that a claim with respect to the dispute in made by written notice to the other party within thirty (30) calendar days of the date on which the party knew, or if earlier, could have reasonably known, of the act or omission giving rise to the dispute.

9. Either party may terminate this Agreement upon (30) days' written notice to the other party.

10. This Municipal Cooperative Agreement has been authorized by votes of the Alexander Town Board and the Alexander Central School District's Board of Education, as evidenced by signatures of their respective presiding officers affixed below.

11. This agreement shall expire on June 30,2022 unless terminated in accordance with paragraph numbered 9 of this Agreement by written amendment to this Agreement.

Motion made by Supervisor Miller and seconded by Councilperson Wolfley and carried.

5– Yes Miller, Haller, Schmieder, Wagner, and Wolfley 0 - No

RES. NO. 64: ADOPTION OF THE EMPLOYEE HANDBOOK

On motion by Councilperson Schmieder and seconded by Councilperson Wolfley and carried the Town Board adopts the Employee Handbook as written.

5– Yes Miller, Haller, Schmieder, Wagner, and Wolfley 0 - No

RES. NO. 65: HIGHWAY SHARED SERVICES AGREEMENT

On motion by Councilperson Wagner and seconded by Councilperson Schmieder and carried the Town Board approves the Highway shared services agreement that will be sent to all Genesee County Towns, Villages, and highway departments along with the Genesee County highway, Towns of Middlebury, Attica, Bennington, Sheldon and the Village of Attica.

5– Yes Miller, Haller, Schmieder, Wagner, and Wolfley 0 - No

DISCUSSION:

1. The town clerk and village clerk offices plan to join no later than October 1, 2021.
2. Hillside electric gave a quote for the Town Hall lighting. \$2133.00 to change over to LED in the Clerks office, copy room and vault. \$5399.00 to do the entire first floor of the Town Hall. Supervisor Miller will be getting a quote from National Grid and looking into others as well.
3. The board agreed to the draft for the Judges Audit with no changes.
4. Teamster's contract is now open to negotiations. Councilman Haller agreed to be part of the negotiations.

***On motion by Supervisor Miller and seconded by Councilperson Schmieder and carried the board entered executive session at 8:55 pm to discuss Union contract.*

***On motion by Supervisor Miller and seconded by Councilperson Wagner and carried the board ended their executive session at 9:05 pm.*

5. The first budget workshop will be August 6 at 8:30 am

6. Councilperson Wolfley spoke to Casella, and they would like to come speak to the board about possible garbage options. The board discussed more ways of possibly saving money for the Transfer Station. No decisions have been made at this time.
7. Supervisor Miller is planning to set up a meeting with Jeff Baxter from Usource to discuss an email the Town Clerk received on what his company offers. They are a renewable energy advisory firm that helps towns vet solar developers and proposals.

REPORTS:

Insurance: received bill for excess liability insurance

Building: New alarm system has been installed

CEO/ZEO: Report was sent to the Board

Clerk: took notary exam on 6/23 has not received results

Tax Collector: No report

Dog Control: Enumerator plans to start soon.

Games of Chance: No report

Town Justice: Report submitted to the board.

Financial: Tim Batzel sent the board the financials

GAM: no meeting this month

H'way Superint: Round one of mowing is completed. Round two has been started. Stannard road job ran into some issues with equipment breaking down two different times. Once it is done curing they will finish and fix what needs to be done.

H'way Equip: committee meeting 7/15/2021 at 8am

Senior Citizen: No report

Town Historian: No report

Payment of Bills:	Motion by: Councilperson Wagner		Second by: Supervisor Miller
	Carried 5-0		
General Fund A	Vouchers	138-154	4,822.86
General Fund B	Vouchers	26-28	1,187.23
Highway Fund A	Vouchers	17-18	131,140.65

Highway Fund B	Vouchers	68-78	75,702.63
Capital Fund	Vouchers	27-30	194,409.52

Motion to adjourn at 9:40 pm made by Councilperson Haller and Seconded by Councilperson Schmieder and carried. 5-0

Respectfully Submitted,

Shannon Tiede, Town Clerk