

## **Town Board Meeting April 13, 2026**

Supv. Crossen called the monthly meeting of the Alabama Town Board to order at 7:03 p.m. Roll Call was taken, Councilperson Fisher, Klotzbach, Warner, Shultz and Supv. Crossen were present. Also present were Supt. Covell, Attorney Boylan, Mark Masse, Terry Thompson, Rob Klavoon, Earl LaGrou, Nina Ballou, Jim Joyner, Cheryl Cordes, Mark Cordes, Sandy Steele, Marianne Molar, Brian Quinn, Barb & Ron Thurber, J. Durham, Arthur Barnes, Gina Schelenaow, Judy Daley, Kelly Hallenbeck, Barbara Jonathan, Chelsie Callan, Ron Benben, Janet Siano, Debbie Leising, Sandy Workeakidlics (sp?), Gail Travas, Megan Logan, Anne Bacon, Gaye Drock, Patricia Smith, Emily Grant, Tamara Parker, Rosey Faith, Melissa Smith, Katie Weaver, Sarah Howard.

Supv. Crossen reviewed the history of STAMP with storyboards. Disc. the history, when it was started and the process and role of the Town Board.

### **Privilege of the Floor**

Jim Joyner – the Town of Dryden said no to a data center, their residents didn't want it and they banned it. How can they do it and we can't? Supv. Crossen said Alabama has to consider that they are listed in the original GEIS and IZA.

Jim Joyner – Lansing, NY did the same as Dryden, they had a petition/referendum for their proposed data center.

Cheryl Cordes – She is a concerned 45 year citizen of the Town. The Town Board is out of touch with its residents. She went door to door in her neighborhood last weekend. Electric rates are going up, water rates are going up, there will be noise from the construction, constant hum. She just received her new assessment which means increased taxes. Residents can't afford this, 5 out of the 12 houses she visited will leave if the data center comes here.

Residents refused to put a sign in their yard due to fear of retaliation from the Town Board and Mike Morris (ZEO/CEO).

Sandy Steele – She apologized for getting hot at the last meeting. She asked the board to take the next person so she can get her thoughts together.

Marianne Molaro – 44 year resident of the Town. She did research and asked what came first, the water line or STAMP? Supv. Crossen answered STAMP.

She didn't know the water tap-in was because of STAMP.

She was taken back when a Nation Resident was referred to as disadvantaged by a representative of Wendel at the last meeting. Disc.

Supv. Crossen has tried to reach out, several times, to the Nation regarding internet and water. He has never received a response from them.

Sandy Steele – the Town says they didn't get a response from the Nation, groups are negative towards the Nation and they need to try talking to them, not just emailing them.

In 1963 she was in 10<sup>th</sup> grade, a kid in her history class told her there won't be a lot of jobs due to computers. AI is going to take over. Without human spirit what is going to happen to us?

She encourages the Town to reach out and communicate with everyone in Genesee County to pick what comes here.

She is disappointed in the Environmental Study and the DEC.

Why does the EDC have this power over the Town?

Arthur Barnes – Is it documented that you are trying to reach out to the Nation?

What's the hurry? Last year was a small data center, this year it's a huge data center. Whoever stops this will be a hero.

Barbara Jonathan – what the hell is wrong with you people? Her deceased husband got mail from the EDC saying what the benefits are to the Town. This doesn't benefit the Native people. She says NO NO NO. Doesn't want the noise, people or water. Please think about the people.

Gaye Drock – Data Center Visit questions. Was there any other site for the data center?

Planning Board member emails are not on the website. Supv. Crossen use

[toastreamcomments@yahoo.com](mailto:toastreamcomments@yahoo.com) for comments on the data center.

Melissa Smith – Wendel representative said she was disadvantaged. That is racist. We are our own people. The attorney is double dipping, taking money two ways. Wants NYS here to tell us why subragative.

Sarah Howard – the jurisdiction of the town board is elective, don't have dire decision making.

Town Code – planning board must coordinate with the Town Board, section 808c5.

She read what Town Law 261-b was. IZAs can be updated and amended.

Jennifer Durham – at beginning of meeting Supv. said it is not the Town Boards role to speak with the public, that's not true. There were no other Town Board or planning board members at the (EDC's) public hearing besides Rob Crossen and Kevin Fisher.

Still don't have sewer in place, how can we trust that they are going to be honest with us now, let alone later?

Monroe Co. legislature signed a letter that their water was going to the data center, they don't want that.

She said that the body language and comments from the town board are disrespectful to the people asking them.

Alyssa Beuler from Oakfield – met with State representatives and County Legislature, all of them say it is up to the Town Board to decide. They are not listening to residents.

Sandy Steele – if this project goes through she would like it put in that they can't expand and can't use water from the Refuge.

Barb Thurber – it's been stated that the data center is included in the 2012 findings. What did a data center mean back then vs. today? This project will take most of the 600mw of power.

Jennifer Durham – what says that we won't have anymore data centers at the STAMP site? Disc. There is not enough power for another data center there.

Cheryl Cordes – Noise Study: is group doing equipment for infra sound? When Plug Power pulled out, did we get any money from them? Supv. Crossen answered that they paid their 2026 PILOT & Host Comm. Payments.

Nadin Wawrzyniec (sp?) – moved here from Clarence a few years ago, they would never allow this. She worked in environment with hum and vibration for 30 years, affects her now, she can't sleep. She is paying more taxes here than what she paid in Erie County.

Ron Thurber – more and more data centers are being put on hold nationwide, has the Town thought about doing this?

**Highway** – Supt. Covell gave update:

- Sign work done this past month.
- Three days of plowing.
- Equipment repairs and brakes done.
- Took down four trees.
- Floor drains in shop plugged, fixed it.
- Cleaned up the cemetery. New flag pole ordered.

**NYS DOT 2026 Mowing Contract**

The DOT submitted a contract for 2026 roadside Mowing in the Town at a rate of \$500 per centerline mile, 9.8 miles for a total of \$4,900.00, to be paid out in two installments, June and October.

MOTION by Councilperson Fisher, seconded by Councilperson Klotzbach to accept the NYSDOT Roadside Mowing Contract for 9.8 miles at a rate of \$500.00 per centerline mile, to be paid to the Town in June and October, 2026 and to allow Supt. Covell or Supv. Crossen to sign the contract. Approved by roll call vote:

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

**STAMP** – Mark Masse gave update:

- Water tank done.
- Edwards moving forward.
- Working on Stream SEQR.
- Electric/Substation – to be paid for by the Companies at STAMP.
- Water Rates – nothing at STAMP will affect residents water rates.
- Postcards sent out with benefits to date, does not include the Data Center.
- Edwards Assessed Value for fire tax has doubled.

**Edwards Genesee Sound Complaint** – sent to Wendel for review. Edwards was contacted and stated that they didn't have anything going at that time.

**Plug Power** – demo permit issued to take down both spheres. Disc. Rob Klavoon spoke with them, 2/3 of the first sphere is done. Will be done by late next week or early the following week.

**Stream Data Center**

Nina from Wendel gave a status update on the application.

The application was deemed complete at the March 30<sup>th</sup> Planning Board meeting. A public hearing has been scheduled for April 20<sup>th</sup> at 6:00 p.m.

Comments can be emailed to [toastreamcomments@yahoo.com](mailto:toastreamcomments@yahoo.com)  
Working on answers to questions submitted, will update soon.  
Working on Findings and Environmental process.

### **Site Visit March 26 & 27**

Members of the Town Board, Planning Board, Co. Planning Board Director, Town Attorney and Rob Klavoon from Wendel went to Texas to visit 3 data centers built by Stream. Supv. Crossen explained what they saw when they visited the three sites.

Councilperson Shultz spoke with a resident at an apartment complex across the street from one of the data centers. The resident says she only hears road traffic, nothing from the data center.

Councilperson Fisher went to Texas to a data center that has been there for 15 years. They also have a closed loop system for the chillers. He said they have only had to add approx. 5 gallons of water to the closed system over the course of the 15 years due to a leak. He said Texas doesn't have water like we do here. They treat the water in the system to prevent algae. The data center doesn't use much water.

Disc. on the chillers – not all chillers run at the same time. Approx. two-thirds of the chillers were running when they were there at 75% load.

Disc. on the 20,000 gallons of water per day allotted to the data center. They will use approx. 8,000 gallons per day, with 20,000 gallons per day maximum.

Sandy Steele – did you ask them about the chemicals that go in? What are they?

Answer: They treat the water for algae. Texas doesn't want their water contaminated, the chemicals used are safe. Disc. held.

Rob Klavoon to get a list of chemicals used and where they are disposed. He will also get information on the size of the data centers that were visited.

Supv. Crossen will send a press release for the site visits.

Councilperson Shultz stated that they did their due diligence with the site visits. Disc. held.

Sandy Steele – if you could put another business there (STAMP site) would you do it?

Supv. Crossen answered that it is not up to the Town Board to say what does or does not fit.

### **Long Term Management Plan**

Drew Reilly received a copy of the long term management plan from Mark Masse. The EDC is updating it, waiting on comments from the DEC.

### **Executive Session**

MOTION by Councilperson Fisher, seconded by Councilperson Klotzbach to go into executive session at 8:50 p.m. to discuss matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation; and/or Negotiations and updates subject to NDAs regarding the IZA; and/or Negotiations regarding the Teamsters Contract with Attorney Boylan. Approved by roll call vote:

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

MOTION by Councilperson Klotzbach, seconded by Councilperson Warner to come out of executive session at 9:06 p.m. Approved by roll call vote:  
C. Fisher – absent C. Klotzbach – yes C. Warner – yes C. Shultz – yes Supv. Crossen – yes

**Water District #2** – nothing new

**Water District #1** – nothing new

**Solar – Attorney Engagement Letter**

Via Email to [alabamasupervisor@gmail.com](mailto:alabamasupervisor@gmail.com)

February 23, 2026  
Town of Alabama  
Attn: Supervisor Robert Crossen  
Town Hall  
Oakfield, New York 14125

**RE: Engagement for Legal Services Related to Alabama Solar Park and Ancillary Legal Services**

Dear Supervisor Crossen,

This engagement letter sets the terms of my representation of the Town of Alabama, New York (the “Town”) in connection with the Office of Renewable Energy Siting and Electric Transmission (“ORES”) proceeding on the Application of Alabama Solar Park LLC, Matter No. 24-03016 (the “Proceeding”), related to the proposed 130 mw Alabama Solar Park energy facility (the “Solar Project”). I am happy to provide legal services to the Town through my Law Firm Wisniewski Law PLLC (the “Firm”) under the following terms and conditions.

As we have discussed, I will also be representing Genesee County, the Town of Batavia, and the Town of Oakfield (collectively, including Alabama, the “Joint Clients”), with regard to the Alabama Solar Project. Although I am not aware of any existing or anticipated conflict of interest between the Joint Clients, this letter also provides counseling concerning the conflicts of interest that can arise when one attorney provides joint representation to multiple clients in a single ORES proceeding.

***Scope of Legal Services***

Alabama Solar Park LLC

The Firm will appear as party representative for the Town and the other Joint Clients in the Proceeding, and provide comprehensive legal representation related to the Town’s participation as a prospective party, full party, and/or amicus party. The Firm will assist the Town during the pre-application process, seek party status for the Town, and assist the Town in retaining an expert or experts to assist in identification and analysis of project impacts. When possible, the Firm will draft and file a request for Local Agency Account Funds (“LAAF”), which if awarded can offset the cost of both this Firm's and the experts’ services. Up to \$130,000 of Local Agency Account funding may be available to participants in the Proceeding. It is

anticipated that the Joint Clients will submit a joint LAAF request, and jointly retain this Firm and any experts necessary to provide an offer of proof.

In providing comprehensive legal representation, the Firm will assist the Town in administration of any LAAF award, coordinate with experts and lay witnesses, and draft and file an issues statement. If permitted, the Firm will also assist in drafting and filing direct testimony and rebuttal testimony, represent the Town during the live cross-examination hearings, draft post hearing briefs, bring and reply to motions, engage in discovery, and provide any additional services necessary for the Town to contribute to a complete Record in the Proceeding. The Firm will also, from time to time, attend town board meetings (remote or in person), or otherwise provide updates and legal advice to the Town Board and town officials concerning the status of the Proceeding.

The Firm will also coordinate with the other Joint Parties, state agencies and other interested parties to the proceeding and actively seek settlement of disputed issues within the proceeding to the extent directed by the Joint Parties. If necessary, the Firm may also assist in negotiation of potential agreements such as a PILOT and/or Host Community Agreement, Decommissioning Agreement, and Road Use Agreement (assistance in negotiating these agreements may not be reimbursable with any funding award). The Firm will also represent the Town during any procedural conferences or hearings before the assigned Administrative Law Judges or other government officials.

Typically, I do not attend public comment hearings as it is often a better use of resources to prepare an issues statement and party status request, but I can attend and provide commentary at one or more ORES public comment hearings the request of the Town or the Joint Parties.

At the Town's discretion, the Firm may also assist the town in reviewing post-permit filings and ensuring the Project's compliance with the terms of any siting permit and other applicable laws or agreements.

The Firm and the Town may focus on some or all of the following issues of concern during the Alabama Solar Proceeding: cumulative impacts; agricultural impacts; economic impacts; compliance with local law; compliance with pre-application consultation requirements; visual impact and impact on community character; sound propagation and modeling; ecological impacts including impact on wetlands, soil drainage, and animals; impact on agricultural resources and livestock, loss of farmland and farming activity, and the agricultural economy; impact on property values; impacts on recreation and tourism, issues related to decommissioning; impact on transportation safety; impacts to cultural resources; and any other issues that may be identified during the course of the Proceeding.

#### Ancillary Services

At the Town's direction, the Firm may also provide legal services related to the Solar Project and/or renewable energy siting in the Town of Alabama, that are ineligible for reimbursement with Local Agency Account Funding (the "Ancillary Services"). Such services may include assistance in reviewing and potentially updating local laws relevant to solar energy

siting, negotiation of contracts, and any other matters relevant to renewable energy siting but not potentially reimbursable using Local Agency Account Funding.

#### Appeal to court not part of engagement

If the ORES proceeding results in a ruling adverse to your interests, I will provide advice on whether an appeal is warranted. The decision whether to undertake representation in any appeal must be agreed to in advance, and a new engagement letter will be required. **Statute of limitations warning: any appeal of a final decision by ORES must be commenced in the Appellate Division of the Supreme Court, Third Department, within 90 days of the decision. See NY PSL Section 146.**

#### ***Retainers and Fees***

The Firm will **not** require a retainer for fees and disbursements.

The Firm's normal rate is \$300/hr. For work that is performed in connection with the ORES Proceeding and/or potentially reimbursable with LAAF, the Firm will charge you for legal services rendered by Benjamin E. Wisniewski on an hourly basis at a rate of **\$300/hr**. For Ancillary Services not directly related to the ORES Proceeding and/or not potentially reimbursable by Local Agency Account Funding, the Firm will charge you for legal services rendered on an hourly basis at a discounted rate of **\$300/hour**. The Firm sometimes works with a contract, of-counsel attorney, Kenneth Smith, Esq., who may assist with your case. Any work performed by Mr. Smith or a similarly qualified contract attorney will be billed at a rate of **\$230/hour**. The Firm bills time in minimum one-tenth hour (six-minute) units.

I will bill you monthly. Payment will be due within 45 days of receipt of invoices. If LAAF is awarded to the town, I will seek reimbursement to the Town or appropriate Joint Client, directly from the State, for eligible legal and expert invoices. I will submit payment vouchers seeking reimbursement to the Town on at least a quarterly basis.

The time for which I am to be paid includes but is not limited to drafting, counseling, administration, preparation, appearances, office conferences, research, analysis, travel, advice, telephone calls, e-mail, and other forms of communication.

You will be responsible for all reasonable and necessary expenses associated with this matter. For example, expenses may be incurred for experts, filing fees, printing, copying, publishing, travel, and postage. The Firm may advance money to pay for these expenses and such costs will be included in the next bill.

**Travel costs:** I will take all practicable steps to minimize travel costs and expenses. Where travel is billed to the Town, I will charge a reduced rate of **\$200/hr** for the round trips in lieu of billing at my normal hourly rate, plus travel expenses. Travel expenses include but are not limited to lodging, train tickets and car rental or taxi, or mileage reimbursement for personal vehicle use based on standard mileage reimbursement rate of \$0.70 per mile.

Pursuant to Title 22 of the Official Compilations of Codes, Rules and Regulations of the State of New York ("NYCRR"), Part 1215, you are hereby informed that in the event you dispute

the legal fee charged to you by this Firm, you may, with certain exceptions, have the right to arbitration of fee disputes under Title 22 NYCRR, Part 137 of the Rules of the Chief Administrator.

***Concluding Our Work Together***

You may terminate this engagement at any time by providing notice in writing of termination. Upon receipt of such notice, subject to any required court approval, I will promptly cease providing any service to you. You will be responsible for paying for services rendered up to the time I receive such notice and for such reasonable services that I provide thereafter in connection with the transfer of matters to your new counsel.

I may terminate this engagement for any reason by giving you 14 days prior written notice. Upon termination of representation, you will be responsible for paying for my services rendered up to the time I terminate my engagement and for such reasonable services that I provide thereafter in connection with the transfer of matters to your new counsel.

The file created by my Firm in connection with this matter will belong to you. I will provide you with copies of documents and significant correspondence. When the matter is completed, I will deliver the originals of all documents to you. Some original documents may only exist in electronic format. I will retain physical and/or electronic copies of documents, correspondence, and, to the extent I deem appropriate, notes made in connection with this engagement in my file. You may direct me to turn over my file to you or to anyone else, at any time. In such a case, I will retain in my possession all internal communications and notes prepared by my Firm and, at your expense, make, retain, and store physical and/or electronic copies of any portion of your file to be delivered to you or your designee.

It is my Firm's policy to destroy all copies of correspondence, notes, and documents retained in my file created in connection with the representation, six (6) years after the completion of the engagement. Electronic copies of correspondence, notes, and documents retained in my file may be destroyed six (6) years after the completion of the engagement.

If the foregoing terms are acceptable to the Town, please sign and return a copy of this letter at your earliest convenience. A copy of this letter will be publicly filed in the Proceeding as part of the Town's LAAF request.

I look forward to working with the Town of Alabama.

Be well,  
/s/Benjamin E. Wisniewski  
Benjamin E. Wisniewski, Esq.  
Encl: Conflict Counseling Letter and Waiver Acknowledgement (incorporated by reference)

**I have read and agree to the terms and conditions set forth in this letter**

\_\_\_\_\_ Date: \_\_\_\_\_  
Town of Alabama  
By: \_\_\_\_\_

**[Conflict Counseling Letter and Waiver Next Page, Additional Signature Required]**

**Engagement Letter Enclosure: Conflict Counseling Letter and Waiver Acknowledgement**

The Town of Alabama has requested that Wisniewski Law PLLC represent the Town of Alabama, the Town of Oakfield, the Town of Batavia, and Genesee County (collectively the “Joint Clients”), in the Office of Renewable Energy Siting and Electric Transmission (“ORES”) proceeding on the Application of Alabama Solar Park LLC, Matter No. 24-03016 (the “Proceeding”), related to the proposed 130 mw Alabama Solar Park energy facility (the “Solar Project”).

Under the New York Rules of Professional Conduct (the "Rules"), specifically Rule 1.7, concurrent representation of multiple clients in the same matter creates a potential conflict of interest if there is a significant risk that the representation of one client will be materially limited by responsibilities to the other, or if the clients have differing interests.

Although the interests of the Joint Clients appear to be fully aligned with regard to their opposition to the Solar Project, municipal entities are separate legal persons, and their interests could potentially diverge during the course of the Proceeding. Examples of possible future differences include:

1. Differing views on litigation strategy, information requests, or settlement terms;
2. One Town benefiting from a resolution (e.g., a particular settlement or host community agreement allocation) that disadvantages the other;
3. Allocation of attorneys' fees between the Towns; or
4. Emergence of facts or claims that make one Town's position adverse to the other's.

Concerning my communication with the Joint Clients, in a joint representation, information shared with me by one of the Joint Clients generally cannot be withheld from the other Joint clients if relevant and material to the representation.

If an actual conflict arises that prevents continued joint representation, I may be required to withdraw from representing any or all of the Joint Clients, potentially requiring each to obtain new counsel at additional expense and possible delay.

Despite these risks, I reasonably believe that I can provide competent and diligent representation to each and every Joint Client at this time, the representation is not prohibited by law, and it does not involve the assertion of a claim by one client against the other in this proceeding before ORES.

To proceed with joint representation, each Joint Client must give informed consent, confirmed in writing, after full explanation of the material risks and reasonably available alternatives (such as each Town retaining separate counsel). By signing below the Town of Alabama confirms that:

1. Attorney Benjamin E. Wisniewski, Esq. has explained the nature of the potential conflict, the material risks described above, and the reasonably available alternatives.
2. The Town understands those risks and alternatives.
3. The Town consents to Wisniewski Law PLLC's concurrent representation of Genesee County, and the Towns of Alabama, Oakfield, and Batavia in the Proceeding, notwithstanding the potential for differing interests or future adversity.
4. The Town agrees that information shared in the joint representation may be disclosed between the three Towns and the County as necessary for the representation.
5. The Town acknowledges that, should an irreconcilable conflict arise, my withdrawal from some or all representations may become necessary.

This consent applies only to the current known circumstances in the Proceeding and does not waive future conflicts that may arise in unrelated matters.

Please indicate your consent by signing and returning a copy of this letter, along with the accompanying engagement letter. If you have any questions or wish to discuss this further before consenting, please contact me immediately. You are encouraged to consult independent counsel such as the town or county attorney regarding this decision.

Be well,  
 /s/Benjamin E. Wisniewski  
 Benjamin E. Wisniewski, Esq.

**I have read the above, understand the risks and implications of joint representation, and hereby give informed consent to the concurrent representation described.**

\_\_\_\_\_ Date: \_\_\_\_\_  
 Town of Alabama  
 By: \_\_\_\_\_

Disc. held on engagement letter for Solar Project.

MOTION by Councilperson Fisher, seconded by Councilperson Shultz to approve the Engagement for Legal Services related to the Alabama Solar Park with Attorney Benjamin Wisniewski, Esq. and to allow Supv. Crossen to sign it. Approved by roll call vote:  
 C. Fisher – yes C. Klotzbach – yes C. Warner – yes C. Shultz – yes Supv. Crossen – yes

**Solar** – Katie Weaver from EDP Renewables asked to meet with all three Town Boards (Alabama, Oakfield & Batavia). Disc. held. Supv. Crossen stated that the Board has to consider the open meetings law. If a quorum attended, it would have to be advertised. He will get back to her.

EDP is working on a permit to comply with changes to the solar law.

**Battery Storage Law** – Supv. Crossen working on it.

**Town Hall** – nothing new.

**Court** – will set up audit with Justices.

**ARPA Closeout** – Supv. Crossen submitted the closeout paperwork.

**Town Historian** – Supv. Crossen would like permission to purchase a new laptop for the Town Historian. Disc. held.

MOTION by Councilperson Shultz, seconded by Councilperson Klotzbach to allow Supv. Crossen to purchase a laptop for the Town Historian at a cost not to exceed \$600.00. Approved by roll call vote:

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

**Complaints about the Town**

Supv. Crossen received a complaint from Charlie Silvernail on the condition of the Town. He is not happy with the current ZEO. Disc. held.

**Noise Complaint** – 2414 Townline Rd. windmill

Supv. Crossen received complaints about the windmill located at 2414 Townline Rd. He is working with CEO/ZEO Morris on this. The Board previously authorized Mike to work with Attorney DiMatteo for Town Zoning issues.

**AFD New Member**—Susan Johnson

MOTION by Councilperson Warner, seconded by Councilperson Klotzbach to approve Susan Johnson as a new member of the Alabama Fire Dept. Approved by roll call vote:

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

**Wendel Engineering Agreement**

TOWN/MUNICIPAL AGREEMENT

THIS AGREEMENT made this 17th day of March, 2026 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 2026 and terminate the 31st day of December, 2026.

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 Shultz, 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 C. Warner – yes C. Shultz – yes Supv. Crossen – yes

### **Planning Board Alternate**

Supv. Crossen disc. appointing an alternate to the Planning Board. A Town Local Law allows two alternates. Earl LaGrou has agreed to serve.

MOTION by Councilperson Warner, seconded by Councilperson Shultz to appoint Earl LaGrou to the Planning Board Alternate position for a two year term. Approved by roll call vote:

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

Supv. Crossen will ask if any of the Zoning Board members would be interested in serving.

### **Daily News Subscription**

Supv. Crossen has been paying for a Daily New subscription. He is asking the Town Board to have the Town pay for the subscription. Disc. held.

MOTION by Councilperson Warner, seconded by Councilperson Shultz to have the Town pay for a subscription to The Daily News at a cost of \$12.75 per month. Approved by roll call vote:

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

### **Approval of Minutes**

3/2/2026 & 3/9/2026 Board Meetings – MOTION by Councilperson Shultz, seconded by Councilperson Klotzbach to accept minutes as presented. Approved by roll call vote:

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

### **Supervisors Report**

4/6/2026 -- MOTION by Councilperson Fisher, seconded by Councilperson Warner to accept report as written. Approved by Roll Call Vote:

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

### **Audit Bills**

MOTION by Councilperson Klotzbach, seconded by Councilperson Warner to accept Abstract #004-2026 and pay bills in the amount of \$216,650.04 vouchers 71 to 94 General Fund; \$24,595.54 vouchers 46 to 64 Highway Fund; \$2,565.16 vouchers 10 to 12 Water District 1. Approved by Roll Call Vote:

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

### **Town Clerk's Report**

March 2026 -- MOTION by Councilperson Shultz, seconded by Councilperson Fisher to accept report as written. Approved by Roll Call Vote:

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

**Assessor's Report** – no report submitted

### **CEO/ZEO Report**

February & March 2026 -- MOTION by Councilperson Shultz, seconded by Councilperson Warner to accept report as written. Approved by Roll Call Vote:

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

### **Historian/Bicentennial Report**

MOTION by Councilperson Shultz, seconded by Councilperson Klotzbach to accept report as written. Approved by roll call vote:

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

**Bicentennial**

Dawn Fisher would like to sell some of the leftover souvenirs from previous Town celebrations. (cups, handkerchiefs, etc), for a donation.

MOTION by Councilperson Shultz, seconded by Supv. Crossen to allow the Bicentennial Committee to sell leftover souvenirs for a donation. Approved by roll call vote:

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

**Draft Horse Agreement for Services**

The Collins Draft Horse, Ox and Pony Club have an agreement for services to provide horse rides at the Proclamation Day event on April 18<sup>th</sup>.

**Agreement for Services  
Draft Horse Event – Town of Alabama**

This agreement dated 13<sup>th</sup> of April, 2026 between the Town of Alabama, a municipal corporation and Collins Draft Horse, Ox, and Pony Club for the purpose of supplying equine, equipment, and handlers for an event at the Alabama Town Hall.

NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

**1. Services**

The Collins Draft Horse, Ox and Pony Club (Contractor) will provide equine, equipment, and handlers for an event at the Alabama Town Hall on Saturday, April 18, 2026 from 1:00 p.m. to 4:00 p.m.

**2. Payment**

The Town will donate the Contractor \$1.00 within 30 days of the event.

**3. Insurance and Responsibility**

The Town will provide insurance coverage for the event.

The Contractor will be under the direction of the Town during the event.

**4. Safety**

The Contractor is responsible for the handline and control of the equine and equipment. The Town is responsible for managing the event and crowd control. The Town may stop the event at any time for safety reasons.

**5. General**

The Contractor is an independent contractor. Either party may cancel due to weather or safety concerns.

MOTION by Councilperson Klotzbach, seconded by Councilperson Shultz to accept the Agreement for Services for the Draft Horse Event on April 18, 2026 and have Supv. Crossen sign it.

Approved by roll call vote:

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

**May 2<sup>nd</sup> Bicentennial Event**

MOTION by Councilperson Fisher, seconded by Councilperson Warner to approve the May 2, 2026 Social at the Oakfield-Alabama Baptist Church Social. Approved by roll call vote:

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

MOTION by Councilperson Klotzbach, seconded by Councilperson Warner to adjourn meeting at 9:33 p.m. Approved by roll call vote:  
C. Fisher – yes C. Klotzbach – yes C. Warner – yes C. Shultz – yes Supv. Crossen – yes

Respectfully Submitted,

Rebecca L. Borkholder  
Town Clerk