REGULAR MEETING
WOLCOTT TOWN BOARD – APRIL 15, 2025

A regular meeting of the Wolcott Town Board was held Tuesday, April 15, 2025, at 6:00 PM at the Town Hall with the following people present:

PRESENT - Supervisor - Lynn Chatfield
Councilman – Adam Ellis
Councilman - Daniel Youngman
Councilwoman – Julie Aldrich
Councilwoman – Cindee Meiden

OTHERS PRESENT - Jessica Freer, Town Clerk; Ray Hauss, Code Enforcement Officer; Amber Roberts, Assessor/Bookkeeper; Zach Decker, Highway Superintendent

Copies presented to the Town Board:
1. Minutes of March 18, 2025 (Regular Meeting)
2. General Fund Claims (Unaudited)
3. Highway Fund Claims (Unaudited)

The Supervisor's, Town Clerk's, Justices, and Code Enforcement Officer's reports were presented to the Town Board.

Supervisor Chatfield called the meeting to order at 6:00 PM.
Pledge of Allegiance –

GENERAL BUSINESS –

PRIVLEGE OF THE FLOOR SPEAKERS – Deb Lewis, Ron Lindsley

1. Deb Lewis asked about Federal Funding and if we have heard of any possible cuts.
2. Ron Lindsley brought up his concerns of the property at Murray Road.

GENERAL CORRESPONDENCE –

A motion was made by Adam Ellis, seconded by Cindee Meiden, to accept the minutes of March 18, 2025, departmental reports and general correspondence.
VOTE – AYES__5__NAYS__0__.

ABSTRACT OF CLAIMS –

GENERAL ACCOUNT - Claims #104 thru #138 - total - $73,144.48
HIGHWAY ACCOUNT - DA Town wide & DB Outside - total - $17,983.84
A resolution was presented by Adam Ellis, moved by Dan Youngman, seconded by Cindee Meiden "Be it RESOLVED to pay General and Highway account claims as presented."
VOTE - AYES__5__ NAYS__0__.

ASSESSOR/SUPERVISOR'S CLERK – Amber Roberts

1. Amber filed Tentative Roll; Board of Assessment Grievance Day is May 27th.

RESOLUTION #11-25 APPOINTING JESSICA FREER TO THE BOARD OF ASSESSMENT REVIEW -

A resolution was presented by Adam Ellis, moved by Julie Aldrich, seconded by Dan Youngman,
WHEREAS, the appointment of Roger Pritchard to the Board of Assessment Review expired September 30, 2024; and
WHEREAS, the Town needs to fill the vacancy; and
WHEREAS, the Town and Jessica Freer have both agreed to the appointment;
NOW, THEREFORE, BE IT RESOLVED, to appoint Jessica Freer to the Board of Assessment Review for a partial 5-year term from April 16, 2025, through September 30, 2029.
VOTE - AYES__5__ NAYS__0__.

2. Working on Blind Sodus Bay and Rural Development items requested.

HIGHWAY – Zach Decker

1. Electronics Cleanup Day, May 17th 7am-12pm.
2. Cleanup Day, June 7th 7am-12pm.
3. Sold Skid Steer and Tracks on Auctions International for around $15,000; the money will go back into the Highway CD.
4. Summer Work has begun for the highway employees.
5. A salt shed is needed, and Zach has put in an allotment for 400 tons of extra salt for next year.

TOWN CLERK - Jessica Freer

1. Jessica made the final tax payment to the Wayne County Treasurer around 85% of the levy that was paid.
2. Jessica has the Town Clerk's Annual Conference, April 27th -30th in Syracuse.

SUPERVISOR - Lynn Chatfield

OLD BUSINESS -

1. Blind Sodus Bay Water District –

The following resolution was introduced by Board Member Julie Aldrich, seconded by Board Member Adam Ellis :

RESOLUTION #12-25 INTERMUNICIPAL AGREEMENT BETWEEN TOWN OF WOLCOTT, TOWN OF STERLING, VILLAGE OF FAIR HAVEN AND WAYNE COUNTY WATER & SEWER ON BEHALF OF THE BLIND SODUS BAY WATER DISTRICT -

WHEREAS, the Town Board having determined that the adoption of this Resolution and entering into the referenced Agreements is a Type II action pursuant to 6 NYCRR tit. 6 § 617.5 (c)(33), and therefore not subject to review under the State Environmental Quality Review Act (SEQRA).

BE IT RESOLVED, the Town Board approves the entry of the Town into an Intermunicipal Agreement effective as of March 1, 2025, by and between the Town of Wolcott ("Wolcott"), a municipal corporation with offices at 6070 Lake Avenue, Wolcott, New York, 14590, on its own behalf and on behalf of the Blind Sodus Bay Water District of the Town of Wolcott ("Blind Sodus Bay Water District"), the Town of Sterling ("Sterling"), a municipal corporation with offices at 1290 State Route 104A, Sterling, New York 13156 on its own behalf, the Village of Fair Haven ("Fair Haven"), a municipal corporation with offices at 14523 Cayuga Street, Fair Haven, New York 13064, on its own behalf, and the Wayne County Water and Sewer Authority ("Authority"), a public benefit corporation, with offices located at 3377 Daansen Road, Walworth, New York 14568, on its own behalf. Said Intermunicipal Agreement was made available to the public for inspection and provides for the construction, maintenance, lease, and eventual transfer of title to the Village of Fair Haven, for certain water improvement infrastructure. Said infrastructure is being constructed and operated in conjunction with the creation of the Blind Sodus Bay Water District; and

BE IT FURTHER RESOLVED, the Town Supervisor is hereby authorized to sign such Agreement and any other documents necessary to effectuate this Resolution; and

BE IT FURTHER RESOLVED, that this Resolution and entry into said Agreement shall be contingent upon final approval of the Blind Sodus Bay Water District by the NYS Comptroller's Office, and final establishment of the Blind Sodus Bay Water District by the Town Board of the Town of Wolcott.

The question of the adoption of the foregoing **Resolution** was duly put to a vote on roll call, which resulted as follows:

Lynn Chatfield	**VOTING:**	Aye
Adam Ellis, Jr.	**VOTING:**	Aye
Dan Youngman	**VOTING:**	Aye
Julie Aldrich	**VOTING:**	Aye
Cindee Mieden	**VOTING:**	Aye

The Resolution was thereupon declared duly adopted.

RESOLUTION #13-25 OF THE TOWN BOARD OF THE TOWN OF WOLCOTT AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE. –

A resolution was presented by Cindee Meiden, moved by Dan Youngman, seconded by Adam Ellis,

WHEREAS, it is necessary for the Town of Wolcott (herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of Two Million Seven Hundred Two Thousand & 00/100 pursuant to the provisions of New York State Local Finance; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning. financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of $10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legally permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.
11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each

such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed $0.00
under the terms offered by the Government; that the Supervisor and Clerk of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s). The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions these provisions shall be construed as controlling between the Association and the Government or assignee.

VOTE - AYES__5__ NAYS__0__.

RESOLUTION #14-25 OF THE TOWN BOARD OF THE TOWN OF WOLCOTT AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE. –

A resolution was presented by Dan Youngman, moved by Cindee Meiden, seconded by Adam Ellis,

WHEREAS, it is necessary for the Town of Wolcott (herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of Three Hundred Ninety – Three Thousand & 00/100 pursuant to the provisions of New York State Local Finance ; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning. financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:
1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal

Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of $10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legally permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.
11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA’s concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed $ 450,000.00

under the terms offered by the Government; that the Supervisor and Clerk of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s). The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions these provisions shall be construed as controlling between the Association and the Government or assignee.

VOTE - AYES__5__ NAYS__0__.

RESOLUTION #15-25 AUTHORIZING THE SUPERVISOR TO SIGN WATER AND WASTE SYSTEM GRANT AGREEMENT FOR THE BLIND SODUS BAY WATER DISTRICT -

A resolution was presented by Adam Ellis, moved by Julie Aldrich, seconded by Cindee Meiden,

WHEREAS, the Town Board has formed the Blind Sodus Bay Sewer District due to positive support by those in the district and due to the positive impact that the project will have for water quality, enhanced use for the bay and enhanced value of the bay; and

WHEREAS, the Town wishes to undertake such project at an estimated cost of $3,544,200.00; and

WHEREAS, the Town is able to finance not more than $3,094,200.00; and

WHEREAS, the Town has now received additional grant funding from USDA Rural Development totaling $450,00.00; and

WHEREAS, the Town Board wishes to accept such funding to benefit all those in the district;

NOW, THEREFORE, BE IT RESOLVED, the Supervisor is authorized to sign agreements with USDA Rural Utilities Service on behalf of the Town for the for the Blind Sodus Bay Water District.

VOTE - AYES__5__ NAYS__0__.

2. Salt Barn –

RESOLUTION #16-25 AUTHORIZING THE SUPERVISOR TO SIGN AGREEMENT WITH MRB GROUP FOR PROFESSIONAL SERVICES FOR THE SALT BARN -

The following resolution was presented by Adam Ellis, moved by Cindee Meiden, seconded by Julie Aldrich,

WHEREAS, MRB Group is willing to assist the Town of Wolcott in the preparation of the Department of Housing and Urban Development environmental review process; and

WHEREAS, the Town cannot incur additional expenses for the project until the environmental review is processed;

NOW, THEREFORE, BE IT RESOLVED, the Supervisor is authorized to sign an agreement

with MRB Group for professional services at a cost of $14,000.00;

BE IT FURTHER RESOLVED, that should the project change, this amount may need to be revisited. VOTE - AYES__5__ NAYS__0__.

3. Barrier Bar Status – Completed. Bouey's were moved.

NEW BUSINESS –

1. There is a Pro Housing Resolution the Board might want in the future; Lynn has questions before presenting it to the Board.
2. There is a drug testing change that will need to be approved by the Board once a quote comes.
3. There was a clerical error in the amount due from our 2025 Fire and Ambulance contracts of around $1,300.00; the remedy would be to borrow the money from the general account to pay back the town until next year.
   A motion was made by Adam Ellis seconded by Cindee Meiden to approve the Supervisors Clerk to borrow money from the General Account to fulfill the Fire and Ambulance Contracts for 2025 then pay back the General with monies in 2026.

VOTE - AYES__5__ NAYS__0__.

EXECUTIVE SESSION -

A motion was made by Adam Ellis, seconded by Julie Aldrich to move into executive session at 6:37 pm to discuss the position of Assessor and Town Clerk (the Assessor and Town Clerk were asked to stay). VOTE – AYES __5__ NAYS __0__,

CLOSE EXECUTIVE SESSION –

A motion was made by Adam Ellis, seconded by Cindee Meiden to close executive session at 7:04 PM. VOTE – AYES__5__ NAYS __0__.

RESOLUTION #17-25 APPOINTING KELSEY ROBERTS TO THE POSITION OF ASSESSOR –

The following resolution was made by Adam Ellis, seconded by Julie Aldrich,

WHEREAS, Real Property Tax Law §310 establishes that the appointed assessor of a municipality shall serve a six-year term, beginning on October 1 and ending on September 30 of the sixth year thereafter; and

WHEREAS, the Town of Wolcott is required to appoint an assessor to fulfill these duties in accordance with New York State law; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of Wolcott, County of Wayne, does hereby appoint Kelsey Roberts as Assessor for the Town of Wolcott for a six-year term commencing October 1, 2025, and expiring on September 30, 2031, in accordance with provisions of

Real Property Tax Law §310; and

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to the Wayne County Director of Real Property Tax Services and New York State Department of Taxation and Finance – Office of Real Property Tax Services.

VOTE – AYES__5__ NAYS __0__.

The next regular meeting of the Wolcott Town Board will be held May 20, 2025, at 6:00 PM at the Town Hall.

A motion was made by Cindee Meiden, seconded by Adam Ellis, to adjourn the meeting at 7:07 PM.

Respectfully submitted,

Jessica Freer
Town Clerk