

TOWN OF OAKFIELD

BOARD MEETING

OCTOBER 12, 2010

Supervisor Dodd called the meeting to order at 7 pm, followed by the Pledge to the Flag.

PRESENT: Supervisor Dodd, Councilpersons Veazey, Cianfrini, Glor and Kabel, Town Clerk Haacke, Assessor Flansburg and Zoning & Code Officer Smith

Zoning & Code Officer

New Code books have been delivered by the State free of charge.

Mr. Smith addressed a letter that all Town member's received from the resident's of Fox Road; it was in regards to the SWPP at the campground. Mr. Smith stated that this is regulated by DEC and it is in place.

Mr. Smith also stated to the Board that he plans to retire December 31, 2011; Mr. Smith recommends finding someone to take his place soon so that that person can attend the training classes which begin in January.

Assessor

The state has changed the rules regarding 2010 Assessment Aid.

Annual Reassessment has been illuminated; there will now be a four year reassessment with \$5 being paid the first year and the fourth year; \$2 for the years in between. If you don't do a reassessment in the fourth year you have to pay back some of the money. Assessor Flansburg stated that the procedure will not change in Oakfield. In the future both the Supervisor and the Assessor will sign off for the state.

Highway Superintendent

Roadwork: The Highway Department and County Highway are paving Hutton Road.

Mr. Plouse paid the invoice for the work done on Hutton Road.

The men are installing ditches and pipes on Hutton Road; pull water from east to west.

Buildings & Grounds

Clark Patterson is working on the building expansion and stated that to open the door to more funding the Town should go green with the project.

Cemeteries

The men are currently mowing and pouring headstone foundations.

Parks

100 New trees have been planted on the boundaries. The neighbors are very happy with how the trees look.

Electric is still being updated at the park. Jeff Price is doing the work, but not charging for labor.

Equipment

Superintendent Dennis declared excess on sanders; Pavilion bought 2 and Bethany bought 1.

The total revenue from the excess equipment sale is \$5728.00; this will go to fund balance for machinery.

The high bid on the 2008 Ford F250 was Troy Andrews with a bid of \$18,251.00. A **motion** was made by Councilman Veazey, seconded by Councilperson Glor and carried by unanimous vote to accept Mr. Troy Andrews as high bidder in the amount of \$18,251.00.

The low bidder for the 14' Stainless Steele Hopper was Valley Fab, with a bid of \$12,295.00. A **motion** was made by Councilman Veazey, seconded by Councilman Kabel and carried by unanimous vote to accept Valley Fabs bid for the hopper.

Public Works

The water line has been cleared to start on October 11, 2010, however nothing has been started yet. The school agrees to let the construction crew use land on the Maltby Road side for storage.

Superintendent Dennis had a meeting with School Superintendent Christopher Todd, Mr. Todd would like to be included in the Joint Cooperation meeting with the Village.

The second site for the new Water Tower is 250' off Lewiston Road near the Hahn property. This site looks better than the original site which may reduce foundation costs. The geotechnical costs of the first site were included in the water tower proposal. The cost of testing the second site will be in the purchase price of the property.

It was also discussed that an access road to the Water Tower will be put in, the school is in favor of this and it will access Maltby Road. This access road will not be open to the public, only for school buses, Town and Village employees.

Library

Clark Patterson has been looking into the roofing problem; Rick Henry states that the repairs will be at no cost to the Town.

Water District 2

One resident of Water District 2 did not receive a notice of work being started; Alan states the letter was put in his door.

Town Clerk

The minutes of the September 14th Board meeting were approved, a **motion** was made by Councilman Veazey, seconded by Councilman Kabel and carried by unanimous vote.

The following bills were submitted for payment:

General Fund	275-317	\$18,345.99
Part Town B	14-17	229.77

Highway DA	89-101	\$10,812.67	
Highway DB	34-39	5,886.53	
Water Fund	7	7,894.80	
	TOTAL		\$43,169.76

A **motion** was made by Councilwoman Glor, seconded by Councilman Veazey and carried by unanimous vote to pay the bills as submitted.

Superintendent of Highways Dennis and Clerk Haacke met with Dan Hale of Shepard, Maxwell and Hale this afternoon. This was simply a review of the Town's insurance policy and to see if raising deductibles would save the Town money. Mr. Hale also told us of a program called LENS which would allow the Town to monitor the CDL licenses of the Highway Crew. This program is free of charge.

The Town of Batavia will be ordering a bulk supply of dog tags for the Genesee County Town Clerk's. By ordering with the Town of Batavia, we will get bulk rate pricing for the tags. A **motion** was made by Councilman Cianfrini, seconded by Councilman Veazey and carried by unanimous vote to order the new dog tags with the Town of Batavia at bulk rate pricing.

The following two contracts were presented to the Board:

SNOW REMOVAL CONTRACT

This contract made between the TOWN OF OAKFIELD and the OAKFIELD FIRE DEPARTMENT, INC. provides as follows:

WHEREAS, the Oakfield Fire Department, Inc. provides fire protection to the Town of Oakfield,

WHEREAS, the Oakfield Fire Department, Inc. has requested that Town equipment be used to remove snow from the driveways and parking areas surrounding the fire hall located on Albert Street in the Village of Oakfield, New York to facilitate passage and parking by fire equipment, members of the fire department, and patrons of fund raising activities conducted by the fire department,

WHEREAS, the Town Board, pursuant to Highway Law S142-B, is agreeable that the town highway equipment be used for such snow removal,

NOW THEREFORE, it is agreed:

1. This contract shall run for one year commencing November 1st, 2010 thru October 31, 2011.

2. The Town of Oakfield will provide labor, equipment and materials necessary for the removal of snow on the said fire hall property to provide reasonable passage and parking for vehicles on said property.

3. The Superintendent of Highways of the Town of Oakfield will not be required to remove the snow from said fire hall property unless and until in his judgment the snow has been adequately removed from all highways, streets and roads under his jurisdiction. Subject to the foregoing the Town agrees to use due diligence to remove the snow from the fire hall property as soon as practicable whenever such removal is reasonable required in the opinion of the Town Highway Superintendent.

4. Nothing in this contract is to make the Town of Oakfield or its Superintendent of Highways liable for any damage or liability resulting from the failure or delay by the Town of Oakfield or the Superintendent of Highways in removal of snow under this contract.

5. The Oakfield Fire Department, Inc. agrees to erect markers in locations of sidewalks and other objects protruding into driveways and parking lots as determined by the Superintendent of Highways to be reasonably necessary. The Oakfield Fire Department, Inc. agrees to pay to the Town of Oakfield on or before January 1, 2011 the sum of \$1.00.

IN WITNESS WHEREOF, this contract has been executed by the Supervisor of the Town of Oakfield pursuant to a resolution duly adopted by the Town Board and has been executed by the President of the Oakfield Fire Department, Inc. pursuant to a resolution duly adopted by the Board of Directors of said corporation.

DATED: October 12, 2010

TOWN OF OAKFIELD

KENNETH A. DODD, Supervisor

OAKFIELD FIRE DEPARTMENT, INC.

Robert Hilchey, President

STATE OF NEW YORK)

COUNTY OF GENESEE) ss.:

On this _____ day of _____, 20__ before me, the subscriber, personally appeared KENNETH A. DODD; said person to me personally known, who, being by me duly sworn, did state that said person resides at 3544 Drake Road, Oakfield, NY 14125 and is the Supervisor of the Town of Oakfield, the municipal corporation described in and which executed the foregoing instrument; and that the signature of said person was signed thereto by authority of the Town Board of said municipal corporation.

Notary Public

STATE OF NEW YORK)

COUNTY OF GENESEE) ss.:

On the _____ day of _____, 20__ before me personally came Robert Hilchey to me known, who, being by me duly sworn, did depose and say that she is the President of the Oakfield Fire Department, Inc. located on Albert Street, Oakfield, NY 14125 the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.

Notary Public

A **motion** was made by Councilman Kabel, seconded by Councilwoman Glor and carried by unanimous vote to approve the Fire Department Snow Removal Agreement for 2011.

SNOW REMOVAL AGREEMENT

THIS AGREEMENT is made on the 1st day of June, 2010, by and between the Town of Oakfield and the Village of Oakfield in the manner following:

WHEREAS, Section 142 (C) of the Highway Law of the State of New York provides that a Town Board may authorize a Town Highway Superintendent to remove snow from any street in the Village of Oakfield or Town of Oakfield and permit the use of Town Highway equipment to remove such snow upon such terms as may be agreed upon by the Town Board and the Board of Trustees, and

WHEREAS, the Town of Oakfield is willing to perform the work of removal of snow from the streets of the Village of Oakfield upon such terms and rules,

NOW, THEREFORE, in consideration of the mutual covenants between the parties hereto:

1. This agreement shall run from June 1, 2010 to May 31, 2011.
2. The Town of Oakfield shall provide all the labor and equipment necessary for the removal of snow on all Village streets in the Village of Oakfield, in order to provide reasonable passage and movement of vehicles over said village streets, and pushing snow as near the edge of the village streets as is practicable.
3. The Superintendent of Highways of the Town of Oakfield will not be required to remove snow from said Village streets under the terms of this agreement unless and until in his judgment, the Town roads and County roads under his jurisdiction have first been cleared of snow, and said Village streets shall only be cleared of snow by said Town Highway Superintendent of Highways when his duties to remove snow on Town highways has been completed.
4. The Town of Oakfield by its Town Superintendent of Highways covenants and agrees to use due diligence to remove the snow from the Village streets as soon as practicable after each and every snowstorm.
5. Nothing in this contract is to make the Town of Oakfield or its Superintendent of Highways liable for any damage or liability resulting from the failure of the Town of Oakfield and its Superintendent of Highways to remove said snow under this contract.
6. The Village of Oakfield shall keep all tree limbs overhanging Village streets trimmed to a minimum height of 12 feet to prevent damage to plow lights and antennas, etc.
7. The Village of Oakfield shall keep manhole covers, water valve box covers, and storm sewer grates at or below pavement surfaces to prevent damage to snowplows.
8. In consideration of the performance of the removal of the snow from the streets of the Village of Oakfield by the Town of Oakfield, the Village of Oakfield agrees to pay the Town of Oakfield on or

before October 1st, 2010, the sum of Twenty-one Thousand Seven Hundred Sixty-Four Dollars and Thirty-six Cents (\$21,764.36) for the removal of snow from the village streets in the Village of Oakfield, pursuant to the terms of this contract.

9. The Village shall indemnify and hold harmless the Town from any liability for injury to person or property or wrongful death in any way arising out of the performance or lack of performance of this contract by the Town. Except that this paragraph shall not apply to claims resulting from injury to pedestrians or motor vehicles or occupants of said motor vehicles resulting from actual contact of said pedestrian or motor vehicle with a Town motor vehicle.

IN WITNESS THEREOF, this agreement has been executed by the Mayor of the Village of Oakfield, authorized by the Village Board of Trustees, and Supervisor of the Town of Oakfield, authorized by the Oakfield Town Board, on the day and year first above written.

Supervisor, Town of Oakfield

Mayor, Village of Oakfield

Seal:

Seal:

2010-2011 SNOW PLOW CONTRACT COMPUTATION

Current contract presented is for a period to run concurrent with Village fiscal year.

Contract to run from 6/1/2010 to 5/31/2011.

Contract based on 75% of County rate of \$5506.49 per mile times Village centerline miles of 5.27:

$$\$4129.86 \times 5.27 = \$21,764.36$$

A **motion** was made by Councilman Veazey, seconded by Councilman Cianfrini and carried by unanimous vote to approve the Snow Removal Agreement with the Village for 2011.

The Oakfield Betterment Committee has merged with the Oakfield Community Celebration Committee to form the New Betterment Committee. The Betterment Committee has given the Town a \$250.00 to be used toward the Halloween Party. The Oakfield Lion's Club will be providing and cooking the hot dogs. The Betterment Committee will give the Town another check for \$250 at the end of 2010 to be used for next year's Halloween Party.

Attorney Kevin Earl is currently working on the new dog laws for the 2011. Since Mr. Earl is also the attorney for 3 other towns in Genesee County he will split the cost equally among the four towns.

October 20, 2010 the Town will host the Town/Village Joint Cooperation meeting at 6:30 pm.

Mr. Dilcher submitted a new application for the Fox Creek RV Resort on September 27, 2010, that application is currently at the County.

Supervisor

The Supervisor's Report is available for review.

Library Liaison

Mr. Veazey reported that the Library Board is currently looking for someone to replace Norm Fagnan.

GAM

Mrs. Glor stated that Scott German spoke about the budget process. The next GAM meeting will be held in Bethany.

Water District 3

The Town Clerk is still trying to coordinate with the Genesee County Health Department to get the water tested in the proposed Water District 3. The gentleman assigned to our area works part time, and it is hard to contact the residents to set a time. We need this testing done so we can get a letter from the Health Department stating the water is contaminated to move up on the list for funding.

The Town of Alabama is seeking LEAD Agency in SEQR for their proposed water district. A **motion** was made by Councilman Cianfrini, seconded by Councilman Veazey and carried by unanimous vote to allow the Town of Alabama to have LEAD Agency status.

Supervisor Dodd requested that buildings and grounds look into a rough cost estimate of the repair of flooring at the Recycling Center which was made by Mr. Richard Yunker.

The Town Board received a letter from the Oakfield Historical Society asking for funding to help support the Museum on Maple Avenue. After a brief discussion a **motion** was made by Councilman Veazey, seconded by Councilman Kabel and carried by unanimous vote that no additional funding will be given by the Town since the Town has money allotted in a line item for their use.

Supervisor Dodd requested that the Board set the Public Hearing for the Budget for Thursday, November 4, 2010 at 7 pm. A **motion** was made by Councilman Kabel, seconded by Councilman Veazey and carried by unanimous vote to hold the Public Hearing on November 4, 2010.

The resident from Maltby Road whose home was hit by a stray bullet from the target range at the Rod & Gun Club addressed the Board with his concerns. The main concern being of his family's safety after this incident, but also that the Rod & Gun Club reopened without changing anything. After a short discussion he was advised to contact DEC. A copy of the police report was placed on file with the Town Clerk.

With no further business to come before the Board, a **motion** was made by Councilman Veazey, seconded by Councilman Kabel and carried by unanimous vote to adjourn the meeting at 8:30 pm.

Respectfully submitted,
Melissa M. Haacke, Town Clerk