

TOWN OF OAKFIELD

BOARD MEETING

NOVEMBER 12, 2014

ROLL

CALL: Supervisor Glor
Deputy Supervisor Veazey
Councilman Cianfrini
Councilman Kabel
Councilman Martin

OTHERS

PRESENT: Town Clerk Haacke
Superintendent of Highways Dennis
Assessor Flansburg
Justice Graham
Code/Zoning Officer Mikolajczyk
Jeremy DeLyser, Clark Patterson Lee

Supervisor called the meeting to order at 7:00 pm, followed by the Pledge to the Flag.

Town Board Minutes of the October meeting: MOTION Deputy Supervisor Veazey, second Councilman Cianfrini to approve the minutes as written.

Ayes: Glor, Veazey, Cianfrini, Kabel, Martin

Carried by unanimous vote (5-0)

TOWN JUSTICE

Justice Graham said things are going well.

CODE/ZONING OFFICER

Officer Mikolajczyk reported the following:

Zoning Permit for a grain barn
Building Permit
Two Certificates of Compliance to Lamb Farms
Completed Fence; issued C of C
Shed
Inspected foundation walls
USG meeting
Issued USG a building permit
Inspected a foundation for drainage

Also reported: 28 trenches are dug in WD4 with 4-5 other apps in the pipeline.

In District 5, four of the eight trenches are dug.

ASSESSOR

Assessor Flansburg presented the following:

The Genesee County Assessors have been working with GAR Associates to re-collect all the data on all commercial properties in Genesee County. Having a third party do this will make the data consistent for valuation purposes. The cost to the Town of Oakfield would be \$4,300.

RESOLUTION NO. 87—PROPOSAL TO HAVE GAR ASSOCIATES ASSESS COMMERCIAL PROPERTIES IN GENESEE COUNTY

Deputy Supervisor Veazey offered the following:

WHEREAS, the Genesee County Assessors Association has been working with GAR Associates to re-collect data on commercial properties in Genesee County to make the evaluations uniform; and

WHEREAS, the last time these commercial properties were evaluated countywide was in 1978;

BE IT RESOLVED, that the Town Board of the Town of Oakfield will move ahead with this proposal from GAR Associates contingent that the other towns in Genesee County participate at a cost not to exceed \$4,300.

Second: Councilman Kael

Ayes: Glor, Veazey, Cianfrini, Kabel, Martin

APPROVED BY UNANIMOUS vote (5-0)

SUPERINTENDENT OF HIGHWAYS

Road work update—

Scheduling fixing road side ditch on Hutton Road by USG Pond (4 foot pipe wash out); plan on using 2 ft. x 2 ft. x 6 ft. concrete solid blocks

Bridges on Hutton Road and Maple Road will be replaced next year by county Highway

Finished roadsides

Helping other towns thru shared services

Starting snow fence

Buildings & Grounds—

Working on our building expansion review plans & drawings along with elevation drawings

Bonding of Building expansion

Need to keep working with our engineers on building design and moving forward

Sign land purchase for building expansion \$5500/acre plus all closing costs with a permanent access to the field behind the town building

Land survey is complete on land purchase

Quote to fix and maintain salt storage building \$15,918 plus \$1,000 for maintenance

RESOLUTION NO. 88—MAINTAIN SALT STORAGE BUILDING

Deputy Supervisor Veazey offered the following:

WHEREAS, maintenance must be done on the salt storage building, it is the Town Board's wish that the contract for maintenance be signed for the maintenance work to be completed in 2015 at a cost not to exceed \$16,918.

Seconded: Councilman Martin

Ayes: Glor, Veazey, Cianfrini, Kabel, Martin

APPROVED UANNIMOUS vote (5-0)

Cemeteries

Leaf blowing and fall clean-up

Getting ready for winter

Parks

Are being used

We are keeping trash cans emptied

We are looking at some upgrades to park with our Engineers so we can apply for grants as they become available and to Little League, Betterment Committee for financial assistance and Job Corp for possibly doing the work

Mowing park again this week and ball fields

Halloween was another great success thank you to Barry, Melissa, Town Board and the Betterment Committee; it's a job well done

Equipment Update

Wheeled excavator is delivered; you can see it in the bay

Two way radio will be installed this week

Public Works Update

Update on Batavia North Project (Oakfield WD 6) is moving forward

Pre-construction meeting on WD6 will be held on November 19th

WD4 update by Clark Patterson

WD7 updated by Clark Patterson

WD5 update on materials by Clark Patterson

We should be looking at laying out sewer districts for future expansion and current needs in the town.

Also creating a sewer district where there is already sewer in the town

Will be making some recommended changes to our water standards in the future

Library

Quote on replacing all the windows with the thermo EZ glass revised to \$38,691.50; suggest we do it in the spring and have the library apply for 50/50 grant

Miscellaneous

Need to set up a meeting on possible housing development plan areas for the Town of Oakfield; a developer has already been here for info on locations for housing tracts

Landfill is closed to residents until April; open year round to Village DPW

Townlines water project next meeting is being scheduled

Would like Mark & myself to get water license

We need to look at all our codes and standards to be prepared for the future that looks very promising

TOWN CLERK

Abstract No. 11-2014: Motion Deputy Supervisor Veazey, second Councilman Cianfrini to authorize the following:

General Fund	316-356	\$12,074.66	
Part Town B	28-29	\$ 1,139.32	
Highway DA	110-122	\$23,024.22	
Highway DB	52-54	\$ 1,134.96	
Special Districts	63-75	\$21,889.50	
	TOTAL		\$59,262.66

Ayes: Glor, Veazey, Cianfrini, Kabel, Martin
MOTION CARRIED unanimous vote (5-0)

Approximately 400 of the dog enumerations have been returned. I will be sending the delinquent dogs to the sheriff's office soon and making a list who did not return the forms.

The Christmas Party is scheduled for November 22nd at Caryville

Continuing to work on the 2017 celebration of the Town

Working on the bonding package for the building expansion

The Town of Oakfield will once again be a part of the Medina Parade of Lights

BAN for Water District 4 will close in December

Christmas in Oakfield is scheduled for December 6th

The Betterment Committee will host a free Thanksgiving dinner from noon-2 Thanksgiving day at Alli's

There are 5 revised easements for WD3 that need signatures

Spoke with Konica (copier company) the maintenance agreement has been corrected

RESOLUTION NO. 89—RESOLUTION TO ADOPT LATERAL RESTRICTIONS FOR WATER AND SEWER LINES

Councilman Cianfrini offered the following:

RESOLUTION TO ADOPT LATERAL RESTRICTIONS FOR WATER AND SEWER LINES

WHEREAS, the Town Board of the Town of Oakfield has created the Town of Oakfield Water District No. 7 pursuant to Town Law for the express purpose of providing public water supply to residents along portions of East Shelby, Albion, Crane, Burns and Fisher Roads; and

WHEREAS, part of the land area within Water District No. 7 is also within Genesee County Agricultural District No. 2; and

WHEREAS, the Town Board has filed a Notice of Intent to Undertake an Action Within an Agricultural District to evaluate the impact of providing a source of public water supply within this area on lands within Agricultural District No. 1; and

WHEREAS, the New York State Department of Agriculture and Markets (“Department”) has requested the adoption of its Lateral Restrictions Policy to avoid potential adverse impacts to the Agricultural District;

NOW, THEREFORE BE IT RESOLVED, that the Town Board, in recognition of the concerns that have been raised, hereby resolves to adopt the “Lateral Restriction – Conditions of Future Service” specified by the New York State Department of Agriculture and Markets as follows:

Lateral Restriction – Conditions on Future Service

The Town of Oakfield imposes the following conditions, as warranted or recommended on the management of sewer/water lines located along portions of East Shelby, Albion, Crane, Fisher, and Burns Roads within Genesee County Agricultural District No. 2:

- (1) The only land and/or structures which will be allowed to connect to the proposed waterline or sewer within an agricultural district will be existing structures at the time of construction, future agricultural structures, and land and structures that have already been approved for development by the local governing body prior to the date of filing of the Final Notice of Intent by the municipality.

Land and structures that have been approved for development refer to those properties/structures that have been brought before a local governing body where approval (e.g., subdivision, site plan, and special permit) is needed to move forward with project plans and the governing body has approved the action. If no local approval is required for the subdivision of land and/or the construction of structures, the municipality accepts the limitation under Public Health Law §1115 that defines a “subdivision,” in part, as “any tract of land which is divided into five or more parcels.” Water and/or sewer service will not be provided to more than a total of four residences, buildings and/or structures on any tract of land which has been divided into parcels after the date of filing of the FNOI by the municipality, where no local approval is required and the land is located within a county adopted, State certified agricultural district.

- (2) If a significant hardship can be shown by an existing resident, the lateral restriction to the resident’s property may be removed by the municipality upon approval by the Department. It is the responsibility of the resident landowner to demonstrate that a hardship exists relative to his or her existing water supply or septic system and clearly demonstrate the need for public water or sewer service. The municipality shall develop a hardship application to be filed with the municipality, approved by the County Department of Health, and agreed to by the Department of Agriculture and Markets.

- (3) If it can be demonstrated to the Department's satisfaction that the landowner requested the county to remove his or her land from an agricultural district at the time of district review and the county legislative body refused to do so, lateral restrictions may be removed by the municipality if the Department determines that the removal of the restriction for the subject parcel(s) would not have an unreasonably adverse effect on the agricultural district.
- (4) If land is removed from a county adopted, State certified agricultural district and the district has been reviewed by the county legislative body and certified by the Commissioner for modification, lateral restrictions imposed by the municipality are no longer in effect for the parcels of land that have been removed from the agricultural district.
- (5) Hydrants and valve boxes must not be placed directly in agricultural fields.

DATE: November 12, 2014

Second: Deputy Supervisor Veazey

Ayes: Glor, Veazey, Cianfrini, Kabel, Martin

APPROVED UNANIMOUS vote (5-0)

SUPERVISOR

The Supervisor's report is available for review

LIBRARY LIAISON

The Library is holding their meeting tonight as well

Supervisor Glor will attend the December Library meeting

GAM

The speaker was Chuck Bastian who spoke on Financial Services

The next meeting is November 20th at 7:00 pm hosted by the Village of Oakfield

OLD BUSINESS

The following Land Purchase Agreement was given to Oakfield Alabama Realty to read and sign:

PURCHASE AND SALE CONTRACT FOR LOTS AND VACANT LAND

When signed, this document becomes a binding contract. Buyer or Seller may wish to consult their own attorney.

TO: Oakfield Alabama Realty, LLC (Seller)
(Buyer)

FROM: Town of Oakfield

OFFER TO PURCHASE

Buyer offers to purchase the property described below from Seller on the following terms:

1. **Property Description.** Property known as a portion of vacant land on Drake Street in the Town of Oakfield, State of New York, also known as Tax No. 6.-1-44.1 including all buildings, and any other improvements and all rights which the Seller has in or with the property. Approximate Lot Size: 1.122 acres _____.

Description: (Include specific inclusions and exclusions) As per annexed Survey, dated October 10, 2014 _____.

2. **Price: Amount and How it will be Paid.** The purchase price is: (Check and complete applicable provisions)

(A) Six Thousand One Hundred Seventy-One Dollars (\$6,171.00).

(B) _____ Dollars (\$ _____) per acre,

exclusive inclusive of area within the right-of-way, as determined by instrument survey.

Buyer shall receive credit at closing for any deposit made hereunder. The balance of the purchase price shall be paid as follows: (Check and complete applicable provisions.)

(A) By official bank draft or certified check at closing.

(B) By Buyer delivering a purchase money bond and mortgage to Seller at closing. This purchase money bond and mortgage shall be in the amount of \$ _____, shall be amortized over a term of _____ years, and all due and payable in _____ years from the date of closing, shall bear interest at the rate of _____% per year, and shall be paid in (monthly) installments of \$ _____, including principal and interest. The mortgage shall contain the statutory clauses as to payment, insurance, acceleration on default of 30 days, taxes, assessments, and water rates and also shall provide for late charges of 2% of any monthly payment which is not paid within 15 days after it is due and for recovery of reasonable attorney's fees if the mortgage is in default. The mortgage shall allow Buyer to prepay all or part of the mortgage without penalty at any time but shall also provide that the mortgage be paid in full if Buyer sells the property, unless Seller consents in writing to assumption of the mortgage debt. The balance of the purchase price will be paid at closing by official bank draft or certified check.

[](C) Mortgage Assumption pursuant to the terms and conditions of the Mortgage Assumption Addendum.

3. **Contingencies.** Buyer makes this offer subject to the following contingencies. If any of these contingencies is not satisfied by the dates specified, then either Buyer or Seller may cancel this contract by written notice to the other. With reasonable notice, Seller agrees to allow Buyer and/or its Agents or Employees access to the property for the purpose of satisfying these contingencies: (Check and complete applicable provisions.)

[](A) **Development Approvals.** This offer is contingent upon Buyer obtaining all requisite approvals from any governing body having jurisdiction for construction or development of the property as _____. Buyer is to have until _____ to obtain approval in final, nonappealable form, upon conditions acceptable to Buyer and Seller. Buyer and Seller agree to make joint application by _____ and diligently pursue the application.

[](B) **Subdivision Approval.** This offer is contingent upon [Buyer] Seller obtaining all requisite approvals from any governing body having jurisdiction for subdivision approval of the property. Buyer and Seller agree to make joint application for subdivision approval by _____ and diligently pursue the application. The final approval, upon conditions acceptable to Buyer and Seller, shall be obtained on or before _____.

[](C) **Percolation and Subsurface Tests.** The Buyer shall have permission to enter the property for the purpose of conducting percolation and subsurface tests. If the percolation rates are unsatisfactory or if subsurface conditions are revealed which would result in unusual site development expense in the opinion of the Buyer, then the Buyer shall have the option of canceling this contract by written notice to the Seller without further liability on the part of either party. Buyer shall make such determination within ___ days of acceptance, otherwise this contingency is waived. Buyer shall restore the ground to the same condition as found.

[](D) **Water Availability.** The Buyer shall have permission to enter the property for the purpose of drilling a well for water at Buyer's expense provided that Buyer shall deposit as security in Seller's attorney's trust account an amount sufficient to cover the maximum expense of well drilling shown on a written estimate provided to Buyer's well driller. If the water supply is unsatisfactory in the opinion of the Buyer, then the Buyer shall have the option of canceling this contract by written notice to the Seller without further liability on the part of either party. Buyer shall make such determination within _____ days of acceptance, otherwise this contingency is waived. Buyer shall restore the ground to the same condition as found.

(E) **Mortgage Contingency.** This offer is subject to Buyer obtaining and accepting a _____ mortgage loan commitment in an amount not to exceed \$ _____ at an interest rate not to exceed _____% for a term of _____ years. Buyer shall immediately apply for this loan and shall have until _____, 20__ to obtain and accept a written mortgage commitment. The conditions of any such mortgage commitment shall not be deemed contingencies of this contract but shall be the sole responsibility of Buyer. Acceptance of a written mortgage commitment by Buyer shall be deemed a waiver and satisfaction of this contingency.

(F) **Sale and Transfer of Title Contingency.** This offer is contingent upon the sale and transfer of title of Buyer's existing property pursuant to the terms and conditions of the Sale and Transfer of Title Contingency Addendum attached to and made a part of this offer.

(G) **Attorney Approval.** This contract is subject to the written approval of attorneys for Buyer and Seller within ___ calendar days, excluding Sundays and public holidays, from date of acceptance (the "Approval Period"). If either attorney (i) does not provide written approval within the Approval Period or (ii) makes written objection to or conditionally approves (collectively, the "Objection") the contract within the Approval Period and the Objection is not cured by written approval by both attorneys and all of the parties within the Approval Period, then (A) either Buyer or Seller may cancel this contract by written notice to the other and any deposit shall be returned to the Buyer or (B) the approving attorney may notify the other party (with a copy to any attorney listed below) in writing that no approval has been received and that the noticed party has five (5) calendar days, inclusive of Sundays and public holidays, from receipt of the notice ("Grace Period") to provide written attorney approval or disapproval of the contract. The approving attorney shall provide to the noticed party (with a copy to any attorney listed below) a copy of the approving attorney's approval letter, whether conditional or not, along with the written notice of the Grace Period. If written attorney approval or disapproval is not provided to the approving attorney within the Grace Period, then this Attorney Approval contingency shall be deemed waived by the noticed party and any conditions in the approving attorney's approval letter shall be deemed accepted by the noticed party.

(H) **Waiver of Attorney Approval.** This offer is not subject to the Buyer's attorney approval.

(I) **Environmental Audit.** This offer is subject to an environmental audit at the Buyer's expense, within 45 days of acceptance, satisfactory in the Buyer's sole discretion.

(J) **Other Contingencies.** The Buyer may cancel this Contract and declare it null and void if for any reason it does not proceed with its Town Hall expansion project. Buyer will provide a permanent 60 feet

wide easement and right of way to Seller across its existing property at a location as indicated upon the annexed Survey.

4. **Closing Date, Place and Possession.** Transfer of title shall take place at the Genesee County Clerk's Office or at the offices of Buyer's lender on or before January 30, 2015. Possession to be at time of closing.

5. **Title and Related Documents.** Seller shall provide the following documents in connection with the sale:

A. **Deed.** Seller will deliver to Buyer at closing a properly signed and notarized Warranty Deed with lien covenant (or Executor's Deed, Administrator's Deed or Trustee's Deed, if Seller holds title as such).

B. **Abstract, Bankruptcy and Tax Searches.** Seller will furnish, at Buyer's expense, and deliver to Buyer or Buyer's attorney at least 15 calendar days prior to the date of closing, fully guaranteed tax, title and United States Court Searches dated or redated after the date of this contract with a local tax certificate for Village or City taxes, if any. Buyer will pay for continuing searches to and including the day of closing.

C. **Instrument Survey Map.** The Buyer Seller shall furnish and pay for an instrument survey of the property being purchased and shall have markers placed on the angle points and pins on the corners. The map shall be prepared by a licensed surveyor. The map shall show acreage inclusive exclusive of the rights of way. The map shall be certified to meet the standard requirements of the Genesee County Bar Association, Buyer's mortgage lender and, if applicable, meet the filing standards for subdivision as set forth by the responsible agency of the county in which the property is located.

6. **Marketability of Title.** The Deed and other documents delivered by Seller shall be sufficient to convey good marketable title to the property in fee simple, free and clear of all liens and encumbrances. However, Buyer agrees to accept title to the property subject to restrictive covenants of record common to the tract or subdivision of which the property is a part, provided these restrictions have not been violated, or if they have been violated, that the time for anyone to complain of the violations has expired. Buyer also agrees to accept the title of the property subject to public utility easements along lot lines as long as those easements do not interfere with any buildings now on the property or with any improvements Buyer may construct in compliance with all present restrictive covenants of record and zoning and building codes applicable to the property. Buyer also agrees to accept title to the property subject to fence encroachments of less than one foot onto the property, as long as the fence placement does not (i) impair access to the property from a public or private right of way and/or (ii) render the property in violation of: (a) any applicable building, zoning and/or subdivision requirements and/or (b) any easements, agreement or restrictive covenants of record. Seller agrees to furnish any documents required by federal or state laws for transfer of title to real property.

7. **Objection to Title.** If Buyer raises a valid written objection to Seller's title which indicates that the title to the property is unmarketable, Seller may cancel this contract by giving prompt written notice of cancellation to Buyer and Buyer's deposit shall be returned. However, if Seller is able to cure the title

objection on or before the closing date, or if the title objection is insurable and Buyer is willing to accept insurable title, then this contract shall continue in force until the closing date, subject to the Seller curing the title objection and/or providing insurable title at Seller's expense. If Seller fails to cure the title objection on or before the closing date, or if Buyer is unwilling to accept insurable title, Buyer may cancel this contract by giving prompt written notice of cancellation to Seller and Buyer's deposit shall be returned.

8. Recording Costs, Mortgage Tax, Transfer Taxes and Closing Adjustments. Buyer will pay all filing and recording fees and expenses. The parties agree to cooperate in the execution and timely filing of all necessary documentation to determine any real property transfer gains tax. The following, as applicable, will be prorated and adjusted between Seller and Buyer as of the date of closing, excluding any delinquent items, interest and penalties: current taxes computed on a fiscal year basis, rent payments, fuel oil on the property, water charges, pure water charges, sewer charges, mortgage interest, current common charges or assessments.

9. Real Estate Broker.

(A) The parties agree that _____ brought about this purchase and sale.

(B) It is understood and agreed by both Buyer and Seller that no broker brought about this purchase and sale.

10. Life of Offer. This offer shall expire on November 26, 2014 at 5:00 P.M.

11. Responsibility of Persons Under this Contract; Assignability. If more than one person signs this contract as Buyer, each person and any party who takes over that person's legal position, will be responsible for keeping the promises made by Buyer in this contract. If more than one person signs this contract as Seller, each person or any party who takes over that person's legal position, will be fully responsible for keeping the promises made by Seller. However, this contract is personal to the parties and may not be assigned by either without the other's consent.

12. Entire Contract. This contract when signed by both Buyer and Seller will be the record of the complete agreement between the Buyer and Seller concerning the purchase of the property. No verbal agreements or promises will be binding.

13. **Notices.** All notices under this contract shall be in writing and deemed delivered upon receipt. Any notices relating to this contract may be given by the attorneys for the parties.

Dated: _____ BUYER _____

Witness: _____ BUYER _____

ACCEPTANCE OF OFFER BY SELLER **COUNTER OFFER BY SELLER**

Seller certifies that Seller owns the property and has the power to sell the property. Seller accepts the offer and agrees to sell on the terms and conditions set forth above.

Waiver of Seller's attorney approval. This offer is not subject to Seller's attorney approval.

Dated: _____ SELLER _____

Witness: _____ SELLER _____

BUYER: Town of Oakfield

SELLER: Oakfield Alabama Realty, LLC

Address: 3219 Drake Street

Address: 6880 Albion Road

City: Oakfield, NY 14125

City: Oakfield, NY 14125

Phone: (H) _____ (W) _____

Phone: _____ (W) _____

Attorney: Kevin D. Earl, Esq.

Attorney: _____

Address: 216 East Main Street, Suite 20, Batavia, NY 14020

Address: _____

Phone: 343-6320 Fax: 343-6602

Phone: _____ Fax: _____

NEW BUSINESS

RESOLUTION NO. 90—APPROVAL OF 2015 BUDGET

Councilman Martin offered the following:

WHEREAS, the Town Board of the Town of Oakfield has prepared the 2015 Budget and held a budget workshop, as well as passing the tax cap for the year; and

WHEREAS, the budget presented is fiscally sound;

THEREFORE, BE IT RESOLVED, that this budget be passed for the year of 2015 as printed.

Second: Councilman Cianfrini

Ayes: Glor, Veazey, Cianfrini, Kabel, Martin

APPROVED UNANIMOUS vote (5-0)

*****the 2015 budget is attached at the end of these minutes**

RESOLUTION NO. 91—ACCEPT ALTERNATE BID FOR WATER DISTRICT 4

Councilman Cianfrini offered the following:

Accepting the Alternate Bid—8 inch PVC Water Main and 12 inch PVC Water Main (Fisher Road, south of Lockport Road) received from Randsco Pipeline, Inc. for a total amount of \$1,569,772.00, and awarding the Contract to them contingent upon concurrence of Award by USDA Rural Development.

Second: Deputy Supervisor Veazey

Ayes: Glor, Veazey, Cianfrini, Kabel, Martin

APPROVED UNANIMOUS vote (5-0)

RESOLUTION NO. 92—ACCEPT BASE BID FOR WATER DISTRICT 5

Deputy Supervisor Veazey offered the following:

Accepting the Base Bid on materials for Water District 5 with Lock City Supply.

Second: Councilman Kabel

Ayes: Glor, Veazey, Cianfrini, Kabel, Martin

APPROVED UNANIMOUS vote (5-0)

RESOLUTION NO. 93—TOWN PARK BUILDING RENOVATIONS PROPOSAL FOR ARCHITECTURAL & ENGINEERING SERVICES

Deputy Supervisor Veazey offered the following:

The Town of Oakfield accepts the Town Park Building renovations proposal for architectural and engineering services, not to exceed \$20,000.

Second: Councilman Cianfrini

Ayes: Glor, Veazey, Cianfrini, Kabel, Martin

APPROVED UNANIMOUS vote (5-0)

Letters have been sent to the residents of Water District No. 7 explaining the impact of the well testing. At this time their grant funding is in jeopardy as well as their interest. At least 51% of the district needs to allow testing before the Health Department can write a letter of support.

ADJOURNMENT: MOTION Councilman Cianfrini, second Councilman Kabel to adjourn the meeting at 8:27 pm.

Respectfully submitted,

Melissa M. Haacke,
Town Clerk