

TOWN OF OAKFIELD

BOARD MEETING

JANUARY 14, 2014

ROLL CALL

PRESENT: 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
Jason Armbrewster, Village Trustee
Shelly D'Alba, Village Trustee
Steve Mountain, Mountain Engineering
Bill Hynes, Councilman Town of Elba

Supervisor Glor called the meeting to order at 7:00 PM followed by the Pledge to the Flag.

December 10, 2013 Regular Town Board Meeting and January 4, 2014 Organizational Meeting: Motion

Deputy Supervisor Veazey, second Councilman Kabel to approve the minutes as written.

Ayes: Glor, Veazey, Cianfrini, Kabel, Martin

MOTION CARRIED vote (5-0)

Supervisor Glor began the meeting by thanking Superintendent of Highways Alan Dennis and the men in the Highway Department for a job well done during the snow storm last week; the roads were in good shape.

Steve Mountain of Mountain Engineering gave a presentation regarding the Village of Oakfield Wastewater Sustainability Project. The power point presentation showed the condition of the facility, what the current capacity and possible future capacity.

Mr. Mountain laid out a financial plan for the Village, in conjunction with the Towns of Oakfield and Alabama to upgrade the facility for future growth potential in the area.

Mr. Mountain along with Trustees Armbrewster and D'Alba would like to schedule additional meetings to discuss this project as well as development and execute a Sewer Agreement with partners which will help with funding opportunities.

Steve Mountain as Town of Batavia Engineer: BATAVIA NORTH

Approximately a week and half ago John Alessi and Jeff Smith met with the Town of Batavia for additional action items. The farm contracts needs to be in place and their payments agreed upon which makes the debt service affordable.

Kevin Earl has drafted the contracts and once signed by the farms a Public Information meeting will be held.

Mr. Earl is also drafting an Inter-Municipal Agreement for Operation and Maintenance.

Petitions also need to be drawn up for each town.

Supervisor Glor stated that she will get back to them on meeting dates.

TOWN JUSTICE

Justice Graham stated that things are going well; there were 500 new charges open in 2013 with 340 closed out. That is down approximately 100 from 2012.

\$50,833 collected in 2013; through the end of November the Town has received \$20,100, \$2800 to the county and \$500 to the Village.

JACP Grant is in review and may know by April.

April 14th is the Magistrates Banquet and Michael Cucoma will be the guest speaker at Terry Hills.

DISASTER COORDINATOR

The Plan will be finalized this week; just waiting on the County Mass Casualty.

CODE & ZONING OFFICER

Mr. Mikolajczyk report is available for review.

Mr. Mikolajczyk went to the scene of an electrical fire on East Shelby Road; major issues and red tagged the house. Tenants have moved out.

ASSESSOR

Working on water.

SUPERINTENDENT OF HIGHWAYS

ROADWORK: Plowing & treating roads.

Superintendent Dennis would like to thank the Board and the Highway workers for a job well done during the 2014 blizzard. Without the funding supplied by the Board we would not have the equipment to handle these events as true professionals.

Patched a couple of pot holes.

These extreme conditions we have had so far this winter season is taking its toll on the roads.

BUILDINGS & GROUNDS: It is time we discuss what direction the Board wishes to take on looking forward with our building expansion without a grant.

Maybe we should look at USDA grant/loan based on what was told us by Rural Development for building expansion?

CEMETERIES: Our first winter burial is scheduled for Thursday, January 16, 2014.

Submitted the 2013 Annual Report:

**REVENUES
2013 ANNUAL REPORT
TOWN OF OAKFEILD
(CARY & REED CEMETERIES)**

OPENINGS	10 @ \$450.00= \$4500.00
	1 @ \$550.00= \$ 550.00
CREMATION OPENINGS	10 @ \$250.00= \$2500.00
HEADSTONE FOUNDATIONS	20 = \$3446.75
SALE OF PLOTS	6 @ \$500.00= \$3000.00
VAULT STORAGE	NONE
	TOTAL
	\$13,996.75

**Respectfully submitted,
Alan R. Dennis
Cemetery Administrator**

Parks: The parks are being used this winter.
We are keeping parking lots plowed as schedule permits.

Equipment Update: New truck operating correctly, had an issue with Mack and Viking; Mike says that the truck works like a dream.
Two older trucks are working great and have been using all three at times.

Public Works Update: Update on Batavia North Project moving forward and possible public meeting in January.
Water District 3 waiting on pre-construction meeting.
Water District 4 update. USDA Batavia office has approved and sent on to State for their approval.
Need to look at WD 9 which will become WD 6.
Need to complete petitions for WD 5.

Library: No report.

Miscellaneous: Christmas Trees are down for the most part and THANKS to the Village DPW for doing that for us.
Town Clerk and Superintendent of Highways contracted a 6 yard dumpster based on the lowest quote from PSI.
Request permission to bid for a new Town Pickup truck 2014.

RESOLUTION NO. 1:

Deputy Supervisor Veazey offer the following:

BID OF 2014 TOWN PICKUP TRUCK

WHEREAS, the 2014 Town Budget reflects appropriations to purchase a new town pickup truck for the Highway Department.

WHEREAS, the Highway Superintendent will put together BID specifications for the new truck in accordance with the Town and State Purchasing requirements.

WHEREAS, the current pickup truck will be sold to the Barre Fire District for \$10,000.00 once the Town of Oakfield takes delivery of the new pickup.

RESOLVED, the Oakfield Town Board hereby authorizes the Superintendent of Highways to put this vehicle out to bid by advertising in the Batavia Daily News for a three day run.

Seconded by: Councilman Martin

Ayes: Glor, Veazey, Cianfrini, Kabel, Martin

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 2:

Councilman Cianfrini offered the following:

HIGHWAY SUPERINTENDENT REQUEST FOR SCHOOLING

RESOLVED, the Oakfield Town Board hereby authorizes the Superintendent of Highways, Alan R. Dennis to attend Highway Superintendents Schools, Highway Superintendents Fall Conference and any other school, seminar or training sessions pertaining to the position of Town of Oakfield Superintendent of Highways and appointed positions by the Oakfield Town Board.

Second by: Councilman Kabel

Ayes: Glor, Veazey, Cianfrini, Kabel, Martin

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 3:

Councilman Cianfrini offered the following:

CONTACT FOR SHARED SERVICES

RESOLVED, the Oakfield Town Board hereby authorizes the Superintendent of Highways, Alan R. Dennis the power to enter into contracts for Shared Services on behalf of the Town of Oakfield as it becomes necessary.

Second by: Councilman Kabel

Ayes: Glor, Veazey, Cianfrini, Kabel, Martin

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 4:

Deputy Supervisor Veazey offered the following:

RESOLVED,

AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEY

AGREEMENT between the Town Superintendent of Highways of the Town of Oakfield, Genesee County, New York, and the undersigned members of the Town Board.

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected in the Town of Oakfield for the repair and improvements of highways, and received from the State for Stated Aid for the repair and improvement of highway, shall be expended as follows:

1. GENERAL REPAIRS. The sum of \$135,000.00 shall be set aside to be expended for primary work and general repairs upon 20.21 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the renewal thereof.
2. PERMANENT IMPORVMENTS. The following sums shall be set aside to be expended for the permanent improvements of town highways:
 - a. On the road commencing at ALL TOWN OWNED ROADS, a distance of 20.21 miles. There shall be expended not over the sum of \$50,613.00.

Second by: Councilman Kabel
Ayes: Glor, Veazey, Cianfrini, Kabel, Martin
APPROVED by unanimous vote (5-0)

RESOLUTION NO. 5:

Deputy Supervisor Veazey offered the following:

RESOLVED, the Town Board of the Town of Oakfield will permit Modern Disposal to remove the compactor and accessories at no cost, no compensation to the Town of Oakfield.

Second by: Councilman Kabel
Ayes: Glor, Veazey, Cianfrini, Kabel, Martin
APPROVED by unanimous vote (5-0)

TOWN CLERK

Abstract No. 1-2014: Motion Deputy Supervisor Veazey, second Councilman Cianfrini to authorize payments to the following:

General	1-24	\$40,745.21	
Highway DA	1-8	\$ 1,154.12	
Highway DB	1	\$ 22.47	
Part Town B	1-2	\$ 1,003.80	
SFI	1	\$ 6.60	
	TOTAL		\$42,932.20

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

Town Clerk Haacke states that taxes are slow in coming in.

Town Clerk Haacke and Superintendent of Highways Dennis met with Rosalie Maquire from Lawley Genesee Agency who is the broker of our NYMIR Insurance Account. The following changes will take place for the 2014:

CRIME policy:

Employee Theft	increase to \$ 25,000.00
Forgery or Alteration	Increase to \$ 25,000.00
Deputy Tax Collector	Increase to \$500,000.00
Tax Collector	Increase to \$500,000.00
Supervisor (added)	\$500,000.00

GENERAL LIABILITY:

Removing Governmental Subdivisions (Towns & Villages)

CONTRACTORS EQUIPMENT:

Removing EDP Equipment
Removing Blanket Public Entity

The premium quoted before any changes made at the meeting is \$24,380.81; a savings of \$1,335.41 over 2013.

RESOLUTION NO. 6:

Councilman Cianfrini offered the following:

**FIRE PROTECTION AGREEMENT 2014
VILLAGE OF OAKFIELD
TOWN OF OAKFIELD**

THIS AGREEMENT, made this 1st day of January, 2014 between the **TOWN OF OAKFIELD**, Genesee County, New York, hereinafter designated as the party of the first part, and the **VILLAGE OF OAKFIELD**, Genesee County, New York hereinafter designated as the party of the second part,

WITNESSETH: Whereas there has been duly established in the Town Oakfield a Fire Protection District embracing all the territory within the geographical boundaries of the Town of Oakfield, excluding the Village of Oakfield, and,

WHEREAS, the party of the first part duly authorizes a contract with the party of the second part for firefighting and other fire related emergencies occurring in the fire district on the terms and provisions set forth herein,

WHEREAS, this contract has also been duly authorized by the party of the second part to furnish fire protection to the district and the party of the second part, with the full consent of the Oakfield Fire Department, therefore agrees to furnish such protection in the manner following,

1. The fire department of the party of the second part shall, at all times during the period of this agreement, be subject to call for attendance upon any fire occurring in the district, and when notified by alarm or telephone call from any person within the district of a fire, attend upon the fire without delay with one or more companies and with suitable ladder, pumping and hose apparatus of the party of the second part. Upon arriving at the scene of the fire, the firefighters of the party of the second part attending shall proceed diligently and in every way reasonably suggested to extinguishment of the fire, and the saving of life and

property in connection therewith. Nothing herein shall be construed to prevent the second party from utilizing "mutual aid".

2. In consideration of the furnishing aid and the use of its apparatus as stated above, the party of the second part is to receive the sum of Forty-eight Thousand Eight Hundred Fifty-nine and 25/100 Dollars (\$48,859.25) and the party of the first part covenants and agrees on behalf of the Fire Protection District to pay the party of the second part on or after January 1, 2014 upon presentation to the party of the first part a duly verified statement.
3. Members of the fire department of the party of the second part, while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities as if performing the same in the Village of Oakfield, Count of Genesee, State of New York.
4. The fiscal officer of the party of the second part shall render a copy of the fire budget, and a yearly financial statement to the party of the first part and the fire department upon request.
5. This agreement shall continue for a period of one year, January 1, 2014 to December 31, 2014. Termination of services requires thirty (30) days' notice in writing by either party upon the other; but, in any event, shall terminate on December 31, 2014. The notice herein provided for shall be served in the same manner as is required for the service of a summons in an action in the Supreme Court.
6. Parties acknowledge that the Oakfield Fire Department is a Volunteer Fire Department and employs no paid personnel and the fire department of the party of the second part with due diligence attempts to maintain a sufficient number of qualified volunteers to perform the services specified in this contract. As in other volunteer services however, the number of active qualified volunteers has decreased. The party of the second part, therefore, shall not be liable for any failure to perform the services or provide equipment due to lack of qualified personnel. Party of the first part acknowledges that equipment will not be dispatched without adequate, qualified crew.
7. Party of the first part, per complaint to the Town Fire Code Enforcement Officer shall investigate, locate and identify toxic, flammable, explosive and other dangerous materials and provide second party with such information on a regular basis not less than semi-annually with updates of any changes as the same take pace. Upon request of the fire department of the party of the second part, the party will arrange for inspection of any space where toxic, flammable, explosive or other dangerous materials may be stored.

WHEREAS, this contract has no also been duly authorized by the directors of the membership of the Oakfield Fire Department, Inc. and that the Oakfield Fire Department, Inc. has provided the Village of Oakfield with certified copies of the resolutions of this agreement by the Oakfield Fire Department's Board of Director and by its membership.

WHEREAS, the Oakfield Fire Department, Inc. hereby consents and approves of this agreement between the Town Board, Town of Oakfield, New York and the Village Board, Village of Oakfield, New York an agrees to be bound by its terms and provisions set forth herein.

IN WITNESS WHEREOF, the parties have duly executed and delivered this agreement the day and year above mentioned.

ATTEST:

TOWN OF OAKFIELD

Town Clerk
Melissa M. Haacke

Supervisor, Carol L. Glor

Village of Oakfield

Village Clerk
Joyce Grazioplene

Mayor Jeremy Yasses

Oakfield Fire Department

Secretary, Oakfield Fire Department

President

Fire Chief

Councilman Cianfrini is not in agreement with how the dollar figure came to be and stated that he would like it to read:

“Town shall be obligated to pay 56% of the total fire expenditures for the fiscal year 20__/20__, for a total obligation not to exceed \$\$. In the event that the Town’s 56% share of the total yearly fire expenditures is less than \$\$, the Town shall be entitled to either a refund of the overpayment or a credit in the same amount toward the following fiscal year’s fire budget obligation.”

Supervisor Glor will contact Mayor Yasses to discuss this proposed change and no further action was taken at this time.

SUPERVISOR

Supervisor Glor has met with representatives from M&T Bank to get the Town back on like with the accounts. Representative Laurie Finn from Buffalo was to meet with Supervisor Glor and Town Clerk Haacke but had to reschedule.

LIBRARY LIAISON

Deputy Supervisor Veazey stated that the Library is busy; Andrea Denton has resigned and they are currently looking for a replacement.

Laura Pastecki’s term as Library Trustee is up and the seat on the Library Board needs to be filled.

GAM

Supervisor Glor stated that Jocelyn Sikorski was the speaker from Genesee County Youth Bureau and she spoke on the changes to the Youth Program.

WATER DISTRICT 5

Residents from Water District 5 would like another chance to pass petitions since it seems that a couple of residents in the proposed district have changed their mind. New petitions will be drawn up and a Public Information Meeting will be held on February 11, 2014 at 6:00 pm. Town Clerk Haacke is to send letters to the residents of the proposed district.

The Board wished to pursue looking into the Wastewater proposal with the Village; Supervisor Glor will contact Trustee Armbrewster.

RESOLUTION NO. 7:

Councilman Cianfrini offered the following:

RESOLVED, that on April 19, 2014 the Annual Earth Day Clean Up will take place. As in the past the workers of this event would like to use the Town Dumpster to dispose of the garbage picked up along the road side.

Second by: Deputy Supervisor Veazey
Ayes: Glor, Veazey, Cianfrini, Kabel, Martin
APPROVED by unanimous vote (5-0)

WATER DISTRICT 9

RESOLUTION NO. 8:

Councilman Kabel offered the following:

RESOLVED, the Town Board of the Town of Oakfield will move forward with the Engineering of proposed Water District 9 (which will become WD 6) for the area of East Shelby Road, a portion of Albion, portion of Fisher, Burns and Crane Roads.

Second by: Councilman Martin
Ayes: Glor, Veazey, Cianfrini, Kabel, Martin
APPROVED by unanimous vote (5-0)

ADJOURNMENT:

Motion Deputy Supervisor Veazey, second Councilman Kabel to adjourn the Town Board Meeting at 9:31 PM.

Ayes: Glor, Veazey, Cianfrini, Kabel, Martin

Respectfully submitted,

Melissa M. Haacke
Town of Oakfield

