

TOWN OF OAKFIELD

BOARD MEETING

JULY 9, 2013

Deputy Supervisor Veazey called the meeting to order at 7:00 pm.

PRESENT: Councilpersons Veazey, Glor, Kabel and Martin, Superintendent of Highways Dennis, Town Clerk Haacke and Assessor Flansburg

MINUTES: The minutes of the June 11, 2013 meeting were presented to the Board; a **motion** was made by Councilman Kabel, seconded by Councilperson Glor and carried by unanimous vote to approve the minutes as submitted.

ASSESSOR

Currently working on water.

SUPERINTENDENT OF HIGHWAY

Roadwork: Mowing roadsides; growing faster than we can mow. Currently on second round and almost complete.

Planning shoulder work; meeting with Killian Construction on milling operation on Hutton Road, Maple Ave. Road and Macomber Road.

Busy working with other towns and county through shared services.

Buildings & Grounds: Waiting for answer on building grant application.

Cemeteries: Very busy mowing, trying to keep up with the rain. Will use extra men if needed. Active with burials; revenues are ahead of last year at this time.

Parks: Busy with mowing; will use extra men if needed. Superintendent has been doing some mowing himself. Dealing with personnel issues.

The following was presented:

OAKFIELD ALABAMA LITTLE LEAGUE

The Oakfield Alabama Little League would like to request permission to run the concession stand during the Youth Recreation program. The stand will service snacks, pizza and drinks from July 8, 2012-August 9, 2013.

Thank you.

A **motion** was made by Councilman Kabel, seconded by Councilman Martin and carried by unanimous vote to allow Oakfield Alabama Little League to use the concession stand to sell snacks and beverages during the Youth Recreation program.

The new security system installed in the park and operating.

Equipment update: New truck has been delivered and Superintendent Dennis would like to thank the Board for this truck purchase and photo shoot. Superintendent Dennis has received a lot of positive Town of Oakfield

Comments on the article.

New roller is delivered and the Town has been using it. Superintendent Dennis would like to thank the Board for this purchase; it will be a great asset to the Town equipment line.

Public Works Update: Batavia North Project is moving forward and a possible public meeting will be held in August.

Water District 11, which is Lockport Road west of Bliss Road. The Board needs to vote to move ahead; this cost will be at or less than District 4. We will do this with Town forces or contractor depending on bids.

A **motion** was made by Councilperson Glor, seconded by Councilman Martin and carried by unanimous vote to move forward with Water District 11 and Batavia North, including Public Information and paperwork.

Library: Roof repairs are complete.

Miscellaneous: Direct Security Systems, the upgrade to the Town Building was done July 9, 2013.

TOWN CLERK

Bills: The following bills were submitted for approval:

General Fund	220-255	\$15,538.99
Part Town B	17	621.40
Highway DA	88-102	267,568.71
Highway DB	28-32	5,646.27
Library	3-4	52,027.50
Special Districts	14-17	30,815.00
	TOTAL	\$372,217.87

A **motion** was made by Councilman Kabel, seconded by Councilman Martin and carried by unanimous vote to approve the bills as submitted.

The following agreement was presented to the Board:

OAKFIELD-ALABAMA SCHOOL DISTRICT
SCHOOL BUS LEASE AGREEMENT

This Agreement is between the Oakfield-Alabama Central School District (hereinafter "District") and Town of Oakfield Youth Recreation Committee (hereinafter "Lessee"). The District and the Lessee, for the considerations hereinafter set forth, agree:

1. Vehicle Leased. The District leases to the Lessee on the following terms the motor vehicle(s) described as one (1) 65 passenger school bus.

2. Insurance. The Lessee will deliver to the District a certificate of insurance acceptable to it prior to delivery of any such vehicle. In the event the Lessee shall fail to pay for or provide any insurance specified as the responsibility of the Lessee, the District at its option may pay for such insurance and add the amount paid to the next monthly rental payment due from Lessee. Lessee will promptly notify the District of any accident or incident that may result in an insurance claim.

3. The title to any vehicle leased hereunder shall be registered and remain in the name of the District.

4. Delivery of Vehicle(s). The District shall use reasonable diligence to deliver the vehicle(s) leased under this lease to the Lessee upon the execution of this lease, but shall not be liable to the Lessee for any failure or delay in obtaining such vehicle(s) or making delivery of such vehicle(s), if the District shall have exercised reasonable diligence to do so.

5. Payment of Rentals. The rent for each vehicle leased hereunder will be \$22 per hour, as reflected on the records of the District from the time of delivery to the time of

return of the vehicle, and \$2 per mile each vehicle is driven, as reflected on each such vehicle's odometer. All rentals shall be paid by the Lessee to the District at its Business Office not later than 30 days following surrender of any such vehicle to the District under the terms of paragraph 11 of this lease.

6. Use of Vehicle(s). The lessee agrees that it will not use or permit the use of any vehicle leased under this lease in a negligent or improper manner, or in violation of any law, or so as to avoid any insurance covering the vehicle(s), or as a private livery, or permit any vehicle to become subject to any lien, charge or encumbrance.

7. Maintenance. Unless otherwise agreed in writing by the parties, all service, materials and repair in connection with the use and operation of any vehicle leased hereunder during the lease term, including but not limited to gasoline, oil, batteries, repairs, maintenance, tires, tubes and towing necessary for the proper use and operation each vehicle, are at the District's expense.

8. Risk of Loss. The Lessee shall bear all risks of damage or loss of any vehicle leased hereunder, or any portions of damage or loss not covered by insurance. All replacements, repairs or substitution of parts or equipment of any such vehicle shall be at the cost and expense of the Lessee and shall be accessions to the vehicle. The Lessee will be responsible at its expense to keep any such vehicle in good working order, condition and repair, reasonable wear and tear excepted.

9. Indemnity. The Lessee agrees to save the District harmless from all claims, losses, and causes of action and expenses, including legal expenses, arising from the use, maintenance and operation of each vehicle leased under this lease.

10. Additional Charges. The Lessee agrees to pay all storage charges, parking charges and fines, as well as any fees or taxes which may be imposed with respect to such vehicle by any duly constituted governmental authorities as a result of the Lessee's use or intended use of the vehicle.

11. Termination. This lease will terminate at on August 31, 2013, at which time any vehicle leased hereunder will be surrendered to the District and the amount of the rental payment will be determined. On expiration of the lease term, the Lessee shall surrender any vehicle leased under this Agreement in the same condition as when received from the District, less reasonable wear and tear, and free from collision or upset damage to the District at 7001 Lewiston Road, Oakfield, NY or at any other location mutually agreed on in writing by the parties.

12. Warranties. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY THE DISTRICT TO THE LESSEE, EXCEPT AS MAY BE CONTAINED HEREIN, AND THE DISTRICT SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO LESSEE, NOR TO ANYONE ELSE, OF ANY KIND AND HOWSOEVER CAUSED, WHETHER BY ANY VEHICLE, OR THE REPAIR, MAINTENANCE, OR THE EQUIPMENT OF ANY VEHICLE, OR BY THE FAILURE OF ANY VEHICLE, OR INTERRUPTION OF SERVICE OR USE OF ANY VEHICLE LEASED UNDER THIS LEASE.

13. Assignment. The Lessee agrees not to assign, transfer, sublet, pledge or encumber any of its rights under this lease, or the lease itself.

14. Default. Time is of the essence of this Agreement. The District, at its option, may by written notice to the Lessee declare this lease in default. On declaration by the District that the lease is in default, all vehicles then subject to the lease shall be surrendered and delivered to the District, and the District may take possession of the property wherever it may be found, with or without process of law, and for that purpose may enter on the premises of the Lessee. Upon default, the Lessee and any successor in interest of the Lessee, whether by operation of law or otherwise, shall have no right, title or interest in any vehicle leased hereunder, or the possession or use of such vehicle. The rights and remedies of the District under this lease are not exclusive, but cumulative and in addition to all other rights and remedies provided by law.

15. Waiver. Failure of the District in any one or more instances to insist on the performance of any of the terms of this lease, or to exercise any right or privilege conferred herein, or the waiver of any breach of any terms of this lease shall not thereafter be construed as a waiver of such terms, which shall continue in force as if no such waiver had occurred.

16. Lease Only. This Agreement is one of leasing only, and the Lessee shall not acquire any right, title or interest to any vehicle leased hereunder other than that of a lessee.

17. Applicable Law. This Agreement shall be construed under the laws of New York.

18. Complete Written Agreement. This Agreement is the only and complete agreement between the parties with respect to its subject matter and may not be changed or modified in any way other than by another written agreement between the parties executed in the same manner as this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have affixed their signatures below on the date(s) indicated.

FOR DISTRICT

FOR THE LESSEE

y: Mary Alexander By: _____

Subscribed Wore me this 4,
day of GI 2013

Subscribed before me this _____
day of _____, 2013.

AIL Tyler
Notally Public

Notary Public

LEE ANN TYLER
GENESEE COUNTY
NOTARY PUBLIC-STATE OF NEW YORK
NO. 0171'6007051
COMMISSION EXPIRES 05-18-2QB

A **motion** was made by Councilman Kabel, seconded by Councilperson Glor and carried by unanimous vote to approve the Bus Agreement as submitted.

The following Resolution was presented to the Board:

RESOLUTION REGARDING NOTICE OF CLAIM, TOWN OF OAKFIELD

WHEREAS General Municipal Law, § 53 requires towns to file a certificate with the Secretary of State designating the Secretary of State as an agent for service of notice of claim; and

WHEREAS, General Municipal Law, § 53 requires the certificate to include the applicable time limit for filing the notice of claim and the name, post office address and electronic mail address, if available, of an officer, person, for the transmittal of notices of claim served upon the Secretary as the town's agent; and

WHEREAS, pursuant to General Municipal Law, § 50-e(1)(a), the applicable time limit for the filing of a notice of claim upon a town is 90 days after the claim arises, or in the case of a wrongful death action, 90 days from the appointment of a representative of the decedent's estate;

Now therefore Be It RESOLVED, that the Town Board of the Town of Oakfield, County of Genesee designates Melissa M. Haacke, in her capacity as Town Clerk, to receive notices of claims served upon the Secretary of State by mail at 3219 Drake Street Road, Oakfield, NY 14125 and email at mhaacke@townofoakfieldny.com

A **motion** was made by Councilperson Glor, seconded by Councilman Kabel and carried by unanimous vote to approve the Resolution for Notice of Claim as submitted.

Town Clerk Haacke stated that at this time there are 96 dogs that are delinquent, with some residents waiting to take their dogs for vaccinations Court appearance tickets will be completed after the August clinic.

REAPPOINTMENT OF ASSESSOR

Pursuant to Real Property Tax Law (RPTL), §310, the appointed assessor has a six-year term of office, except in certain cases. The next term will begin October 1, 2013 and end September 30, 2019. The town board appoints the assessor to the six-year term.

A **motion** was made by Councilman Kabel, seconded by Councilman Martin and carried by unanimous vote to reappoint Assessor Barry Flansburg as Assessor to the Town of Oakfield for the next 6 years.

LIBRARY LIAISON

Deputy Supervisor Veazey stated that the Library Board would like to have a walk about; the meeting is scheduled for 7:00 pm on July 10th prior to the Library Board meeting.

GAM

Councilperson Glor stated that she attended the last GAM meeting held at the ARC building on Woodrow Road. The topic was recycling and municipalities will be getting a survey. Councilperson Glor spoke with Paul Soskowski of ARC regarding the town recycling center and he is willing to come and discuss options with the Board.

The Town Board will set a meeting with Baldwin Business Services for the budget. A date was not set at this meeting because Supervisor Cianfrini is out of town. The meeting will be advertised as a special meeting since most Board members will be in attendance. Budget forms are due to the Town Clerk by August 16th.

With no further business to come before the Board, a **motion** was made by Councilman Kabel, seconded by Councilman Martin and carried by unanimous vote to adjourn the meeting at 8:47 pm.

Respectfully submitted,

Melissa M. Haacke
Town Clerk