

**TOWN OF OAKFIELD**

**BOARD MEETING**

**DECEMBER 8, 2009**

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

**PRESENT:** Supervisor Dodd, Councilmen Veazey, Kabel and Cianfrini, Highway Superintendent Dennis, Town Clerk Haacke, Justice Graham, Code Officer Smith, Historian Kruppenbacher, Assessor Flansburg, Jim Duval, Genesee County Planning, Jill Babinski, Genesee County Planning, Michael Dilcher, Carol Glor, Mike Pedro, Bob Cone, Bob Chamberlain and Brittany Baker, Daily News.

Supervisor Dodd welcomed the students of Oakfield Alabama Central School along with the residents in attendance. At this time the floor was open to Jim Duval and Jill Babinski of the Genesee County Planning Board; they were here to discuss Smart Growth. A Power Point presentation was put on by the two. Supervisor Dodd stated that the Town is in the process of forming and creating Water Districts along with a Sewer District. The Supervisor stated that more Water Districts may form in the future. Mr. Duval asked that the Town put together a proposal for the plans and submit this information to the Genesee County Planning Board, just so that they know what is in the works for the future. He would like the proposal by mid January. Supervisor Dodd stated that he would like to meet with the Town Planning Board and Town Board to hold a work session to form the proposal.

**ZONING AND CODE ENFORCEMENT**

Mr. Smith discussed the letter that the Town received from Barb Falker-Crandall regarding the Compressor Station. At this time Mr. Smith stated that Ms. Falker-Crandall would have to take this up with her attorney. Mr. Smith has been out to the property regarding the light shining in the windows, Mr. Smith states that the Compressor Station is approximately 2000 feet from the home, he doesn't see how that is possible. Mr. Smith also stated that the letter refers to "dangerously high levels of gas" but Ms. Falker-Crandall doesn't state how the gas is being measured. Is it by smell? Much of the letter seems to be self created and that there is nothing in our Zoning Laws to deal with.

Councilman Cianfrini asked Mr. Smith the question of what is blocking the lane way. Mr. Smith stated that the Compressor Station blocks the lane way themselves, since the lane way is owned by the Compressor Station, this is not an issue.

Mr. Smith also stated that Mr. Mike Dilcher's Engineer delivered new plans with SEQR and maps regarding the Fox Road Campsite. The plans are to be reviewed by Clark Patterson and the County. A copy of the documents will be sent to the Town Attorney, Clark Patterson and Genesee County Planning Board. If all goes well, this may be on the agenda for January.

### **ASSESSOR**

Mr. Flansburg stated that the 2009 Assessment is certified at 100%.

The State has not made any real changes for 2010 to the Assessment.

All applications for Maintenance Aid and CAPPING are in to the State; currently Governor Patterson has spent all the Real Property money to pay the bills, so we are hoping to get the money owed to the Town by March of 2010. Should the money come through it will most like be at least 14.5% less than what we originally anticipated. Mrs. Carol Glor asked the question of how much money were we expecting. Mr. Flansburg stated it was originally anticipated at \$15,000.00

### **HIGHWAY SUPERINTENDENT**

Road work: Signs are up for parking, mowing is complete and snow fence is going up.

Buildings & Grounds: Superintendent Dennis bid out a new water heater for the Town Building. Getting bids from two local contractors, this is for a standard hot water tank, not tankless, new faucets to fix the old ones that are broken, hot water lines to the back bays and change the original sink in the Highway Department to a plastic laundry sink. Highway Superintendent Dennis recommends the Town go with G. Sanders Heating and Cooling for the items listed above; the cost being \$1,285.00. Mr. Dennis states he has money in the Highway fund to pay for this. A **motion** was made by Councilman Veazey, seconded by Councilman Kabel and carried by unanimous vote to go ahead with the installation of the hot water tank using G. Sanders Heating and Cooling and not to exceed the cost of \$1,285.00.

### **CEMETERIES**

The cemeteries are closed December 1 thru April. No plowing or burials will take place.

### **PARKS**

The parking lots will be plowed during the winter.

Superintendent Dennis received a letter from Ryan Boyle who is working on becoming an Eagle Scout. What Mr. Boyle would like to do is to build some benches for the Town Park along the walking trail. A **motion** was made by Councilman Cianfrini, seconded by Councilman Veazey and carried by unanimous vote to approve the building of the park benches under the supervision of Superintendent Dennis.

Quotes came in for the Hopper Sander which was put to bid last month. Viking Cives came in with the lowest bid of \$12,000.00. A **motion** was made by Councilman Veazey, seconded by Councilman Kabel and carried by unanimous vote to accept the bid for the Hopper Sander from Viking Cives for an amount not to exceed \$12,000.00.

Superintendent Dennis also received maps from Clark Patterson for Water District 1. Mr. Dennis along with Assessor Flansburg is in the process of reviewing the maps for the sewer lines.

Superintendent Dennis also stated that the maintenance issues at the Library are complete. The office is now very functional; the Library Board and Librarian have made it look like a new place.

**TOWN CLERK**

**Minutes:** A **motion** was made by Councilman Veazey, seconded by Councilman Cianfrini and carried by unanimous vote to approve the November minutes.

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

General Fund	320-351	\$12,734.88
Part Town B	38-40	875.87
Highway DA	124-134	5,428.41
Highway DB	44-51	4,451.84
Water	5	2,500.00
	Total	\$26,991.00

A letter was received from Michele Graham, President of Haxton Memorial Library asking for the Town to act upon the following resolutions:

As of January 1, 2010 the Haxton Memorial Library is no longer covered under the Town's financial services. The Haxton Memorial Library will act as their own independent organization for tax exempt purposes under section 501 3 b of Internal Revenue Code.

A **motion** was made by Councilman Veazey, seconded by Councilman Kabel and carried by unanimous vote to approve the separation of the Library from the Town.

Mrs. Graham also submitted a letter of intent to the Town Board to be appointed to another 5 year term on the Library Board. This will be discussed at the Organizational meeting.

The Excess Employers Liability Insurance was presented for informational purposes to the Board, last year the premium was \$1250; with a couple more people being added the premium will increase slightly this year.

The following was signed by all Councilmen present at this meeting:

**OFFICIAL UNDERTAKING APPROVAL  
FOR TAX COLLECTION OFFICER**

The official Undertaking /Bond must be filed with the County Clerk and have attached hereto the approval of the Town Board as to the form, amount/sufficiency, and the sureties on the undertaking.

APPROVAL OF THE OAKFIELD TOWN BOARD

We, the undersigning members of the Town Board of the Town of Oakfield, County of Genesee, State of New York, do hereby approve the foregoing (attached) undertaking or bond as to its form, manner of execution, amount and sufficiency thereof, and to the sureties named thereon.

Witnessed this 8th day of December, 2009.

A **motion** was made by Councilman Veazey, seconded by Councilman Kabel and carried by unanimous vote to approve the Official Undertaking for Tax Collection Officer.

A roll call vote went as follows:

Supervisor Dodd	Aye	Councilman Veazey	Aye
Councilman Kabel	Aye	Councilman Cianfrini	Aye
Passed (4-0)			

Town Clerk Haacke also requested the Board increase our Bonding Insurance for Tax Collection for the month of January at the cost of \$306.00. A **motion** was made by Councilman Veazey, seconded by Councilman Kabel and carried by unanimous vote to increase the insurance for the month of January.

Town Clerk Haacke also requested that the Board increase the Bonding Insurance for the month of January at the cost of \$306.00. A **motion** was made by Councilman Veazey, seconded by Councilman Kabel and carried by unanimous vote.

The following Snow Removal Agreement with the Village was presented to the Board:

SNOW REMOVAL AGREEMENT

THIS AGREEMENT is made on the 1st day of June, 2009, 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, 2009 to May 31, 2010.
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, 2009, the sum of Twenty-one Thousand One Hundred Eighty-Eight Dollars and Nineteen Cents (\$21,188.19) 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:

2009-2010 SNOW PLOW CONTRACT COMPUTATION

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

Contract to run from 6/1/2009 to 5/31/2010.

Contract based on 75% of County rate of \$5360.71 per mile times Village centerline miles of 5.27:

$$\$4020.53 \times 5.27 = \$21,188.19$$

A **motion** was made by Councilman Cianfrini, seconded by Councilman Kabel and carried by unanimous vote to sign the Snow Plow Agreement with the Village.

The following resolution was presented to the Board:

**FIRE PROTECTION AGREEMENT 2010**

**VILLAGE OF OAKFIELD**

**TOWN OF OAKFIELD**

THIS AGREEMENT, made on this 1<sup>st</sup> day of January, 2010 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,

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WITNESSETH: Whereas there has been duly established in the Town of 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 there with. Nothing herein shall be construed to prevent the second party from utilizing "mutual aid".
2. In consideration of 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 seven hundred thirty dollars and 00/100 (\$48,730.00) and the party of first part covenants and agrees on behalf of the Fire Protection Districts to pay the party of the second part on or after January 1, 2010 upon the 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, County 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, 2010 to December 31, 2010. 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, 2010. The notice herein provided for shall be served in the same 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 place. 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 also been duly authorized by the directors and 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 the Oakfield Fire Departments Board of Directors 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 and 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.

A **motion** was made by Councilman Veazey, seconded by Councilman Kabel and carried by unanimous vote to accept the Fire Protection Agreement as written.

The following Snow Removal Agreement with the Fire Department was 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, 2009 thru October 31, 2010.

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, 2010 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: December 8, 2009

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KENNETH A. DODD, Supervisor

OAKFIELD FIRE DEPARTMENT, INC.

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JEAN WISE, 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.

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Notary Public

STATE OF NEW YORK)

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A **motion** was made by Councilman Kabel, seconded by Councilman Veazey and carried by unanimous vote to enter into the Snow Removal Agreement with the Fire Department.

The Town Clerk along with Justice Graham presented a proposal for a new phone system for the Town Building. Two bids were presented; the first from Rel Comm the second from Ronco. After a brief overview of the new system by Justice Graham it was recommended that the Town go with Rel Comm, since their quote was the least expensive and had more equipment (11 phones as opposed to 9) and a more up to date product. A **motion** was made by Councilman Kabel, seconded by Councilman Veazey and carried by unanimous vote to proceed with the new phone system with Rel Comm at a cost not to exceed \$5180.00. This will be paid for out of contingency.

A roll call vote went as follows:

Supervisor Dodd	Aye	Councilman Veazey	Aye
Councilman Kabel	Aye	Councilman Cianfrini	Aye

Passed (4-0)

**WATER DISTRICTS:**

*Water District 1:* A proposal for engineering services from Clark Patterson Lee in the amount of \$2000.00 was presented to the Board. A **motion** was made by Councilman Veazey, seconded by Councilman Kabel and carried by unanimous vote to proceed with Clark Patterson Lee.

*Water District 2:* This package again from Clark Patterson Lee included work permits from Genesee County Highway for Lewiston Road, Albion Road, Maltby Road and North Pearl Street Road along with NYS DEC Water Conservation Program Form, NYS DEC Water Supply Application Supplement W-1, and NYS DEC Permission to Inspect Property. A **motion** was made by Councilman Cianfrini, seconded by Councilman Kabel and carried by unanimous vote to proceed with the work permits on Water District 2.

A roll call vote went as follows:

Supervisor Dodd	Aye	Councilman Veazey	Abstain
Councilman Kabel	Aye	Councilman Cianfrini	Aye

Passed (3-0-1)

*Water District 3:* The proposal for engineering services for Water District 3 was presented to the Board. This proposal includes Preliminary Engineering, Survey & Mapping, Design Services, Bidding Services, Construction Administration, Construction Observation and additional services of the Engineer. The total of this proposal is \$94,808.00. A **motion** was made by Councilman Cianfrini, seconded by Councilman Veazey and carried by unanimous vote to proceed with this proposal.

A roll call vote went as follows:

Supervisor Dodd	Aye	Councilman Veazey	Aye
Councilman Kabel	Aye	Councilman Cianfrini	Aye

Passed (4-0)

The appraisal and survey has been completed on the land that that the US Gypsum is donating to the Town for the new water tower. The appraisal came in at \$26,000.00.

Town Clerk Haacke provided information on the New York State Retirement log that needs to be completed for the first 3 months of 2010. All Elected and Appointed Officials who took office on or after August 12, 2009 are required to keep track of hours worked. The following resolution was presented to the Town Board:

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**NYS RETIREMENT REPORTING**

BE IT RESOLVED, that the Town Board be and hereby establishes the following as a standard work day for elected and appointed officials for the purpose of determining days worked reportable to the New York State and Local Employees' Retirement System:

**ALL ELECTED OFFICIALS**

Supervisor

Councilperson  
Town Clerk  
Receiver of Taxes

Five day work week, six hour day.

Superintendent of Highways

Five day work week, eight hour day.

### **APPOINTED OFFICIALS**

Members of Board of Zoning Appeals  
Members of Planning Board

Five day work week, six hour day; and

Dated: December 8, 2009

I Melissa M. Haacke, clerk of the Town of Oakfield of the County of Genesee of the State of New York, certify that the full Board consists of five (5) members, and that four (4) of such members were present at such meeting and that four (4) of such members voted in favor of the above resolution.

Town Clerk Haacke along with Councilman Kabel and Superintendent of Highways Alan Dennis met with a representative from Tompkins Insurance at the end of November regarding health insurance for the Town Employees. Mrs. Haacke had received a letter from our Health insurance carried MVP that their premiums were to increase effective January 1, 2010. The increase was \$1365.87 per month for the four employees who receive health care coverage. By meeting with the rep from Tompkins, the Town moved to a very similar plan that will save the Town \$193.80 per month. This new plan will cost less in 2010 than we paid in 2009.

### **SUPERVISOR**

The Supervisor's report is available for review.

### **JUSTICE**

There will be a jury trial on December 29 & 30, 2009.

Justice Elect Beedham has completed his second week of training.

Justice Graham has not heard anything on the JCAP grant as of yet.

Justice Graham stated that he has two interested parties in the Court Security position.

The 8<sup>th</sup> Judicial District has a surplus of items, Justice Graham is going up there to get a bench that prisoners can be secured.

After the first of the year a Judicial Audit needs to be completed.

### **HISTORIAN**

Historical Society museum is moving along nicely.

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### **LIBRARY LIAISON**

Automation is 2/3 complete

A community service worker will be helping with some of the bar coding.

No movement at this time towards a school library.

### **WATER SEWER BAN PAYBACK**

Currently there are two BANS outstanding for the Town. Supervisor Dodd recommends putting the two bonds together in January, paying \$11,804 which includes interest. This would leave one BAN for the amount of \$54,321.00. A **motion** was made by Councilman Veazey, seconded by Councilman Kabel and

carried by unanimous vote to pay \$11,804 on the BAN then combine the two into one BAN.

The Year End meeting will be held on December 28, 2009 at 4 pm, the Organizational Meeting will be held on Tuesday January 5, 2010 at 6 pm.

Councilman Cianfrini stated that he was speaking with one of the employees at the Landfill and it was stated that the fee structure be revisited, especially for the mattresses. This will take place after the first of the year.

The Landfill will once again will be closed on Wednesday for the months of January, February and March. A **motion** was made by Councilman Kabel, seconded by Councilman Veazey and carried by unanimous vote to close the Landfill on Wednesday for the first quarter of 2010.

#### **HIGHWAY FUND LINE ITEM TRANSFERS**

##### **Town wide**

From DA5140.1 to DA5140.4 \$1150.78

From DA5140.1 to DA9060.8 \$1903.77

From DA9730.7 to DA9060.8 \$340.00

Highway fund- Outside Village

From DB5110.1 to DB9060.8 \$2738.63.

A **motion** was made by Councilman Cianfrini, seconded by Councilman Kabel and carried by unanimous vote to approve the line item transfers as submitted.

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 at 8:45 pm.

Respectfully submitted,

Melissa M. Haacke  
Town Clerk