

**TOWN OF OAKFIELD**  
**REGULAR BOARD MEETING**  
**JANUARY 10, 2017**

**ROLL**

**CALL:** Supervisor Glor  
Deputy Supervisor Veazey  
Councilman Kabel  
Councilman Martin  
Councilman Wolcott

**OTHERS**

**PRESENT:** Town Clerk Haacke  
Superintendent of Highways Dennis  
Assessor Flansburg  
Code/Zoning Officer Mikolajczyk  
Marc Johnson  
Michelle Johnson  
Laurie Nanni

Supervisor Glor called the meeting to order at 6:30 pm; followed by the Pledge to the Flag.

**Minutes of December 13, 2016, PH WD8, Year End Meeting, Organizational Meeting: MOTION**

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

**Ayes:** Glor, Veazey, Kabel, Martin, Wolcott

**MOTION CARRIED UNANIMOUS VOTE (5-0)**

**LAURIE NANNI—OAKFIELD HISTORICAL SOCIETY**

The Historical Society had 4,775 visits to their website in 2016  
Facebook had over 1300 hits for 2016  
The Gypsum Book is doing very well  
Taking down current displays; getting ready for this year's displays  
The Driving Tour will begin at the Community & Government Center

**MARC JOHNSON, MILLENNIUM COMPUTERS**

Mr. Johnson gave a presentation on a backup program called PIVOT. This program has many more features that can improve our system. The quote was \$260 per month.

**CODE/ZONING OFFICER**

Mr. Mikolajczyk's report is available in the Town Clerk's office.

**SPECIAL USE PERMIT—CHICKENS: MOTION** Deputy Supervisor Veazey, second Councilman Wolcott to deny the Draper Special Use Permit to harbor chickens in a residential area.

**Ayes:** Glor, Veazey, Kabel, Martin, Wolcott

**MOTION CARRIED UNANIMOUS VOTE (5-0)**

## ASSESSOR

Working on update for 2017

## SUPERINTENDENT OF HIGHWAYS

- 1) Road Work Update
  - a) Bridges on Maple Road and Hutton will be replaced next year 2017 by County Highway.
  - b) Mowing brush and cutting trees when weather permits.
  - c) Plowing and treating roads and streets as necessary.
  
- 2) Building & Grounds
  - a) Would like to get quote on touch-up paint.
  - b) MJ Mechanical is adjust temp. In rooms as needed.
  - c) Rugs need to be cleaned.
  - d) Door locks need to be adjusted. Contact LeFrois.
  
- 3) Cemeteries
  - a) Been active with burials and selling graves.
  - b) Getting est. for a cremation mausoleum.
  - c) Have been picked up for winter.
  - d) Driveways laid out with markers for winter.
  - e) Driveways only plowed as needed for burials.
  - f) Have a burial on Saturday January 14, 2017 in East Oakfield Cemetery.

## Parks

- a) We are looking at some up-grades to park with our Engineers so we can apply for grants as they become available. We will talk to Little League, Betterment Committee for financial assistance and Job Corp for possibly doing the work. We may want to consider doing this work and possibly banning it. The drawings are revised now. The cost est. is in Jeremy's e-mail.
  - b) We need to discuss next steps in the park up-grades.
  - c) Bathrooms cleaning how to handle now and in the future.
  - d) Setting up a meeting with Job Corps.
- 
- 4) Equipment Update
    - a) Possible purchase of new bull dozer and trailer. If we wait price and delivery will go up. This is for your info not to influence your decision.
    - b) Permission to write specs and bid new pick-up. **MOTION** Deputy Supervisor Veazey, second Councilman Martin to write & bid out specs on new pick up.  
**Ayes:** Glor, Veazey, Kabel, Martin, Wolcott  
**APPROVED UNANIMOUS VOTE (5-0)**
    - c) Truck 202 going in for new alternator comp. check.
    - d) New walk behind snow blower quote \$1792.68 from Z & M.  
**MOTION** Deputy Supervisor Veazey, second Councilman Martin to approve the purchase of the walk behind snow blower from Z&M not to exceed \$1792.68.

**Ayes:** Glor, Veazey, Kabel, Martin, Wolcott  
**APPROVED UNANIMOUS VOTE (5-0)**

5) Publics Works Update

- a) WD 7 construction with SERGI is under way. Testing on first phase will be complete this week and services started next week. Jeremy to get meters, readers, prv, and meter nipples ordered.
- b) WD 9 is complete by our Engineers this is MaCumber Road south of Town-line and Town-line in the town of Alabama. Funding meeting complete and final submittals are complete. Waiting for drawing approval from RD then go to bid.
- c) WD 10 preliminary package has been submitted to RD for funding. Have sent to Engineers for emergency submittal. So far one well went dry and another is turning black. Health dept. well testing complete with 17% failure.
- d) WD 11 Judge Road, MaCumber Road, and Maltby Road which will be with the STAMP Project. This is being worked on by Clark Patterson to be submitted to the Town of Oakfield.  
  
WD 12 which would be Lewiston Road and maybe include North end of MaCumber Road, Lewiston Road, and Lockport Road in the Town of Alabama or may be a separate project.
- e) Looking at a proposal to finish Lewiston Road and Bliss Road by town forces. Possible with Alabama's WD.
- f) Clark Patterson has started 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. Village will be at all future meetings on sewer, Eric Carlson will be DPW contact person and Dave Boyle is the Village Board contact.
- g) Working on a Genesee County North West Water/Sewer Consortium. Made up of all The towns and villages in the North West corner of Genesee County. This will handle all the O and M of all the water and sewer in that area.
- h) New Designated Water Operator of the town's water system is working out great. All the town system has been serviced.

- i) Village Mayor asked for Town to work on a joint services sewer project on Church Street. I said yes with approval from both boards. He asked if Clark Patterson would design and I have them working on a quote to do this.
- 6) Library
  - a) We working on the window replacement for Library. Library has been awarded the grant. Working with our engineers on a bid and they said should wait till warmer temperatures.
- 7) Miscellaneous
  - a) Need to set up meeting on possible housing development plan areas for Town of Oakfield, a developer has already been here for info on locations for housing tracts.
  - b) Land fill will open for the whole year weather permitting access.
  - c) We need to look at all our codes and STDs. And be prepared for the future that looks very promising. Stamp is alive and moving forward at a good pace and we need to be prepared.
  - d) Need to revise and up-date our zoning codes. Meeting is set to start.
  - e) Working with a solar company on a solar field installation.

Alan R. Dennis

Superintendent of Highways

Town of Oakfield

**TOWN CLERK**

**ABSTRACT 1-2017: MOTION** Deputy Supervisor Veazey, second Councilman Kabel to approve the following:

General Fund	471-494	\$111,635.96
Highway DA	143-148	\$ 1,689.94
Highway DB	76	\$ 22.47
Part Town B	53-55	\$ 944.52
Special Districts	65-66	\$ 20,385.80
	TOTAL	\$134,678.69

**Ayes:** Glor, Veazey, Kabel, Martin, Wolcott

**APPROVED UNANIMOUS VOTE (5-0)**

**RESOLUTION NO. 2-2017—LOAN RESOLUTION WATER DISTRICT NO. 9**

Deputy Supervisor Veazey offered the following:

**RUS BULLETIN 1780-27**

APPROVED  
OMB. No. 0572-0121

**LOAN RESOLUTION**  
(Public Bodies) A RESOLUTION OF THE Town Council

OF THE Town of Oakfield

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS Water

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the Town of Oakfield (herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of **FOUR HUNDRED SIXTY-FIVE THOUSAND & 00/100** pursuant to the provisions of **Subject to NYS Municipal Finance Law**; and

**WHEREAS**, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

**NOW THEREFORE**, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly per-missible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or

invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.

9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.

10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.

12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.

13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.

14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.

15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.

16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.

17. To accept a grant in an amount not to exceed \$ 374,000.00 under the terms offered by the Government; that the Town Supervisor and Clerk of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was **5 Yeas**

IN WITNESS WHEREOF, the **Town Council** of the **Town of Oakfield** has duly adopted this resolution and caused it to be executed by the officers below in duplicate on this 10th, day of January 2017  
(SEAL) By

Attest:  
Title

**Ayes:** Glor, Veazey, Kabel, Martin, Wolcott  
**APPROVED UNANMOUS VOTE (5-0)**

**RESOLUTION NO. 3-2017—WATER & WASTE SYSTEM GRANT AGREEMENT WATER DISTRICT 9**

Councilman Kabel offered the following:

**Water and Waste System Grant Agreement  
United States Department of Agriculture  
Rural Utilities Service**

THIS AGREEMENT dated **January 10, 2017**, between **Town of Oakfield** a public corporation organized and operating under **Subject to NYS Municipal Finance Law** herein called "Grantee," and the United States of America acting through the Rural Utilities Service, Department of Agriculture, herein called "Grantor," WITNESSETH:

WHEREAS

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (waste) system to serve the area under its jurisdiction at an estimated cost of \$ **844,000.00** and has duly authorized the undertaking of such project.

Grantee is able to finance not more than \$**469,500.00** of the development costs through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of \$**469,500.00** has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed \$**374,000.00** or **44.37** percent of said project development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the Conditions of the grant.

As a condition of this grant agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated into this agreement by reference, and such other statutory provisions as are specifically set forth herein.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 306(a) of The Consolidated Farm and Rural Development Act for the purpose only of defraying a part not to exceed **44.37** percent of the project development costs, as defined by applicable Rural Utilities Service instructions.

Grantee Agrees That Grantee Will:

A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.



- B. Permit periodic inspection of the construction by a representative of Grantor during construction.
- C. Manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.
- D. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, adopted by resolution dated **3/15/2016**, as may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory.
- E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.
- F. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.
- G. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.
- H. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another agreement of the same type need not be executed in connection with this grant.
- I. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated herein above with the interest at the rate of 5 percentum per annum from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.
- J. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.
- K. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.
1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.
3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions:
  - (a) The Grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.
  - (b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency. When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

***[Revision 1, 04/17/1998]***

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

**This Grant Agreement covers the following described real property (use continuation sheets as necessary).**

L. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with grant funds. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.

***[Revision 1, 04/17/1998]***

1. Use of equipment.
  - (a) The Grantee shall use the equipment in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other Federally sponsored activities, if any, in the following order of priority:
    - 1) Activities sponsored by the Grantor.
    - (2) Activities sponsored by other Federal agencies.
  - (b) During the time that equipment is held for use on the property for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the equipment was originally acquired. First preference for

such other use shall be given to Grantor sponsored projects. Second preference will be given to other Federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the equipment as provided in paragraph (a) above, the equipment may be used for other activities in accordance with the following standards:

- (a) Equipment with a current per unit fair market value of less than \$5,000. The Grantee may use the equipment for other activities without reimbursement to the Federal Government or sell the equipment and retain the proceeds.
- (b) Equipment with a current per unit fair market value of \$5,000 or more. The Grantee may retain the equipment for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value or proceeds from sale of the equipment. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the original Grantor agency.

The Grantor agency shall determine whether the equipment can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee requests and the following procedures shall govern:

- (1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share ten percent of the proceeds for Grantee's selling and handling expenses.
- (2) If the Grantee is instructed to ship the equipment elsewhere the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.
- (2) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall also include:

- (a) Records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the project for which the equipment was acquired; location, use and condition of the equipment and the date the information was reported; and ultimate disposition

data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

- (b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.
- (c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.
- (d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.
- (e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return.

**This Grant Agreement covers the following described equipment (use continuation sheets as necessary).**

**12,300 linear feet of 8" water main.**

M. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentality's of states shall not be held accountable for interest earned on grant funds pending their disbursement.

R. Not encumber, transfer or dispose of the property or any part thereof, furnished by Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item K above.

S. To include in all contracts for construction or repair a provision for compliance with the Copeland ``Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.

T. To include in all contracts in excess of \$100,000 a provision that the contractor agrees to comply with all the requirements of the Clean Air Act (42 U.S.C. §7414 ) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. In so doing the Contractor further agrees: **[Revision 1, 11/20/1997]**

1. As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.
2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of contract award. **[Revision 1, 11/20/1997]**
3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions. As used in these paragraphs the term ``facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director,

Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed **\$374,500.00** which it will advance to Grantee to meet not to exceed percent of the project development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be

- (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and
- (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

#### Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presence to be executed by its duly authorized Town Supervisor attested and its corporate seal affixed by its duly authorized Clerk

Attest:

By  
(Title)

By

**Second:** Deputy Supervisor Veazey

**Aye:** Glor, Veazey, Kabel, Martin, Wolcott

**APPROVED UNANIMOUS VOTE (5-0)**

**BUILDING USE PERMIT—MOTION** Councilman Kabel, second Councilman Martin approved the Building Use permit as submitted.

**Ayes:** Glor, Veazey, Kabel, Martin, Wolcott

**APPROVED UNANIMOUS VOTE (5-0)**

**RESOLUTION NO. 4-2016—TOWN OF OAKFIELD OFFICIAL UNDERTAKING OF MUNICIPAL OFFICERS**

Councilman Kabel offered the following:

**OFFICIAL UNDERTAKING OF MUNICIPAL OFFICIALS**

WHEREAS, various sections of New York State Town Law and Public Officers Law require that certain officials execute and Official Undertaking; and

WHEREAS, we, the Town Board of the Town of Oakfield hereby require the Supervisor, Town Clerk, Tax Collector, Town Justice, and Highway Superintendent to execute said Official Undertaking as required by said law;

NOW, THEREFORE BE IT RESOLVED that we, the Town Board of the Town of Oakfield approve the document entitled "Town of Oakfield Official Undertaking of Municipal Officers" as to its form and manner of execution and the sufficiency of the insurance, and

BE IT FURTHER RESOLVED that said Official Undertaking containing the notarized signatures of those named municipal officials be filed in the Office of the Town Clerk, as well as the original copies of the insurance policies indicating the sufficiency of the sureties to indemnify the Town against losses which may arise from failure of such officials to properly discharge their duties.

**TOWN OF OAKFIELD**

**OFFICIAL UNDERTAKING OF MUNICIPAL OFFICERS**

WHEREAS, **Carol L. Glor**, of the Town of Oakfield, County of Genesee, New York, has been elected to the Office of Supervisor of the Town of Oakfield, and

WHEREAS, **Melissa M. Haacke**, of the Town of Oakfield, County of Genesee, New York, has been elected to the Office of Town Clerk of the Town of Oakfield, and

WHEREAS, **Melissa M. Haacke**, of the Town of Oakfield, County of Genesee, New York, has been appointed to the Office of Town Tax Collector of the Town of Oakfield, and

WHEREAS, **Thomas A. Graham**, of the Town of Oakfield, County of Genesee, New York, has been elected to the Office of Town Justice of the Town of Oakfield , and

WHEREAS, **Randy Baker**, of the Town of Oakfield, County of Genesee, New York, has been elected to the Office of Town Justice of the Town of Oakfield, and

WHEREAS, **Alan R. Dennis**, of the Town of Oakfield, County of Genesee, New York, has been elected to the Office of Superintendent of Highways of the Town of Oakfield, and

WHEREAS, **Mark A. Mikolajczyk**, of the Town of Oakfield, County of Genesee, New York, has been appointed to the Office of Code/Zoning Officer of the Town of Oakfield, and

WHEREAS, Pamela J. Denny, of the Town of Oakfield, County of Genesee, New York, has been appointed to the Office of Court Clerk of the Town of Oakfield, and

NOW, THEREFORE, we as respective officers above, do hereby undertake with the Town of Oakfield that we will faithfully perform and discharge the duties of our office, and will promptly account for and pay over all moneys or property received as a Town Officer, in accordance with the law; and

This undertaking of the Town Supervisor is further conditioned upon that he will well and truly keep, pay over and account for all moneys and property, including any special district funds, belonging to the Town and coming into his hands as such Supervisor; and

This undertaking of the Town Clerk is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Town Clerk; and

This undertaking of the Tax Collector is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Tax Collector; and

This undertaking of the Town Justice is further conditioned that he will well and truly keep, pay over and account for all moneys and property coming into her hands as such Town Justice; and



The Town does and shall maintain insurance coverage, presently with NYMIR Insurance, in the sum of \$1,000,000.00 for the Tax Collector, Supervisor and Town Clerk to indemnify against losses through the failure of the officers, clerks and employees covered thereunder faithfully to perform their duties or to account properly for all monies or property received by virtue of their positions or employment, and through fraudulent or dishonest acts committed by the officers, clerks and employees covered thereunder.

Dated: January 10, 2017  
Town of Oakfield

\_\_\_\_\_  
Town Supervisor

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Tax Collector

\_\_\_\_\_  
Town Justice

\_\_\_\_\_  
Highway Superintendent

\_\_\_\_\_  
Code/Zoning Officer

\_\_\_\_\_  
Pamela J. Denny

**Second:** Deputy Supervisor Veazey  
**Ayes:** Glor, Veazey, Kabel, Martin, Wolcott  
**APPROVED UNANIMOUS VOTE (5-0)**

**RESOLUTION NO. 5-2017—RESOLUTION TO ACCEPT 2016 TOWN CLERK’S REPORT**

Deputy Supervisor Veazey offered the following:

**WHEREAS,** the Town Clerk has submitted the attached yearend report for 2016, the Town Board accepts it as part of the minutes.

Account#	Account Description	Fee Description	Qty	Local Share
		Dog Redemption	8	130.00
		Park Rental	14	350.00
	Clerk Fees	Photo Copies	12.1000	6.00
			000014	
			901	
	Misc	Misc	2	105.78
	Zoning Building	Zoning Building	76	5,305.00
		<b>Sub-Total:</b>		<b>\$5,896.78</b>
A1255	Conservation	Conservation	70	441.28
	Marriage License	Marriage Fee	17	297.50
		<b>Sub-Total:</b>		<b>\$738.78</b>
A1859	Clerk Fees	Certified Copies	54	670.00
		<b>Sub-Total:</b>		<b>\$670.00</b>
A2190	Sale Cemetery Lots	Cemetery Sale of Grave	2	2,200.00
		<b>Sub-Total:</b>		<b>\$2,200.00</b>
A2192	Charges Cemetery Service	Cemetery Grave Opening	4	2,950.00
	Charges Cemetery Services	Cemetery Headstone Foundations	1	682.00
		<b>Sub-Total:</b>		<b>\$3,632.00</b>
A2530	Racing & Wagering	Games Of Chance	2	20.00
		<b>Sub-Total:</b>		<b>\$20.00</b>
A2531	Racing And Wagering	Bingo	1	4.00
		<b>Sub-Total:</b>		<b>\$4.00</b>
A2544	Delinquent License	Delinquent License	47	235.00
	Dog Licensing	Exempt Dogs	1	0.00
		Female, Spayed	218	1,526.00
		Female, Unspayed	31	403.00
		Male, Neutered	189	1,323.00
		Male, Unneutered	55	715.00
		Replacement Tags	2	6.00
		<b>Sub-Total:</b>		<b>\$4,208.00</b>
A2705		Majestic Lights Xmas Trees	67	2,110.00
		<b>Sub-Total:</b>		<b>\$2,110.00</b>

Account#	Account Description	Fee Description	Qty	Local Share
			<b>Total Local Shares Remitted:</b>	<b>\$19,479.58</b>
Amount paid to:	NYS Ag. & Markets for spay/neuter program			665.00
Amount paid to:	Nys Comptroler For Bingo			6.00
Amount paid to:	NYS Environmental Conservation			8,511.72
Amount paid to:	State Comp For Games Of Chance			30.00
Amount paid to:	State Health Dept			382.50
<b>Total State, County &amp; Local Revenues:</b>		<b>\$29,074.78</b>	<b>Total Non-Local Revenues:</b>	<b>\$9,595.22</b>

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Melissa Haacke Town Clerk, Town of Oakfield during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

_____ Supervisor	_____ Date	_____ Town Clerk	_____ Date
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**Second:** Councilman Wolcott  
**Ayes:** Glor, Veazey, Kabel, Martin, Wolcott  
**APPROVED UNANIMOUS VOTE (5-0)**

The Oakfield Centennial Committee will host Winterfest on January 15<sup>th</sup>.

The Town Board needs time to digest the information on PIVOT from Marc Johnson.

Filipe, from County Planning contacted the Town Clerk wanting to schedule a public meeting to discuss Smart Growth. Assessor Flansburg will email him and Deputy Supervisor Veazey will call him. Why do we need a meeting if our plan revision was denied by Farmland Protection?

**SUPERVISOR**

**MOTION** Councilman Martin, second Deputy Supervisor Veazey to approve the Supervisor's report as submitted.

**Ayes:** Glor, Veazey, Kabel, Martin, Wolcott

**MOTION CARRIED UNANIMOUS VOTE (5-0)**

**TOWN ATTORNEY**

Supervisor Glor met with David Schubel and gave him the files from Kevin Earl.

**LIBRARY LIAISON**

The December meeting was cancelled.

**GAM**

Supervisor did not attend in December, she will attend January 19<sup>th</sup> in the Town of Stafford.

**ADJOURN: MOTION** Councilman Martin, second Deputy Supervisor Veazey to adjourn the meeting at 8:17 pm.

Respectfully submitted,

Melissa M. Haacke,  
Town Clerk