

TOWN OF OAKFIELD
REGULAR BOARD MEETING
DECEMBER 12, 2017

ROLL

CALL: Supervisor Glor
Councilman Kabel
Councilman Martin
Councilman Wolcott

OTHERS

PRESENT: Town Clerk Haacke
Superintendent of Highways Dennis
CEO/ZEO Mikolajczyk

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

Minutes of the November 14, 2017 Regular Board Meeting: MOTION Councilman Wolcott, second Councilman Martin to approve the minutes as written.

Ayes: Glor, Kabel, Martin, Wolcott

MOTION CARRIED UNANIMOUS VOTE (4-0)

JUSTICE

Supervisor Glor received a letter from Justice Thomas Graham; as required by OSC that an audit be done of the Justice records in January 2018.

CEO/ZEO

Officer Mikolajczyk's report is available for review.

SUPERINTENDENT OF HIGHWAYS

- 1) Road Work Update
 - a) Bridge on Hutton completed. Maple will be done next year 2018.
 - b) Road ditch mowing still needs completing.
 - c) Winter time plowing and treating roads.
 - d) Snow fence complete with Town of Alabama.

- 2) Building & Grounds
 - a) Waiting for suggestions on stone cracking and prevention of further damage.

- 3) Cemeteries
 - a) Been active with burials and selling graves.
 - b) Getting est. for a cremation mausoleum.
 - c) Trees at Cary Cemetery and re plant with decorative trees and get stumps ground. This work has started three trees done and more will be completed this year based on the weather.
 - d) Planning on paving main driveways next year. Where will funds come from?

- e) Fence removal at Reed Cemetery will be done weather permitting.
- f) Head Stone Foundations completed.

Parks

- a) We are looking at some up-grades to park with our Engineers so we can apply for grants as they become available and talk to little league, betterment committee for financial assistance. We may want to consider doing this work and possibly banning it. The drawings are revised now. The cost est. is by Clark-Patterson.
- b) We need to discuss next steps in the park up-grades.
- c) Will be installing memorial bench for tee ball permanently in concrete pad which is all poured.

4) Equipment Update

- a) As of today all equipment is running fine.
- b) New 908 loader will be delivered this week.

5) Public Works Update

- a) WD 7 SERGI needs to come back to do some touch-up restoration.
- b) WD 9 & 3 construction complete by Ransco. This is MaCumber Road south of Town-line and Town-line in the town of Alabama. House hook-ups are almost complete. Ransco has been back to complete touch-up restoration.
- c) WD 10 package has been submitted to RD waiting for final approval to go to bid.
- d) WD 11 Judge Road, MaCumber Road award bid tonight, pre-con. Meeting tomorrow,
- e) 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.
- f) 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.

6) Library

- a) Everything seems good.

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.
- e) Working with a solar company on a solar field installation. Nothing new to report.
- f) Town Highway and Alabama highway has completed Building road-way, pad, and utility trench for OACS FFA barn.
- g) Need to revise and up-date our zoning codes.

Alan R. Dennis
Superintendent of Highways
Public Works Administrator
Cemetery Administrator
Parks Administrator

3219 Drake Street
Oakfield, New York 14125

585-813-3352 cell phone
585-948-5835 ext 103 office
585-948-8108 fax

In addition Superintendent Dennis stated that he received an email from Andrew Maguire, Village Clerk regarding the 2018 Oakfield Labor Daze. The email asked that Mr. Dennis help in road closings and detours within the Town for the three day celebration that is slated to take place in 2018.

In the past eight years, the Town has taken the lead on completing the Perm 33c since it was held in the Town Park and the roads were only closed for a 2.5-3 hour window with minimal detours. Now that the Betterment Committee is looking to bring the event back to Triangle Park and they want the roads closed; all MUTCD guidelines must be met and followed.

Superintendent Dennis stated that State DOT requires that this Perm 33c must be a joint application with the Village and that we take responsibility. This includes road closing with barricades. The barricades, which the Town currently doesn't own would have to be purchased by the Town.

Superintendent Dennis stated that he spoke with Mr. Maguire and has requested a meeting be scheduled with the Village Board, Oakfield Betterment Committee, Dan Stahley, State DOT and himself to discuss the liability of this action.

Superintendent Dennis stated to the Town Board that he will not expose the Town to such liability.

Councilman Martin agreed with Superintendent Dennis and also stated that the Town and its employees do not have the time for this.

Superintendent Dennis attended an awards luncheon for which the Town of Oakfield, Keeler Construction and several others received the HMA Showcase Award.

At 6:46 pm Justice Thomas Graham joined the meeting.

Superintendent Dennis then turned the floor over to Councilman Martin.

Councilman Martin discussed the purchase of a snow blade to go on the little loader, but would actually fit three pieces of equipment. This snow blade would mainly be used on the Village Streets. The cost is \$6,099.43 and would be paid for out the 2017 budget line DB5110.4.

MOTION Councilman Martin, second Councilman Wolcott to purchase the snow blade not to exceed \$6,099.43 out of the 2017 budget DB.

Ayes: Glor, Kabel, Martin, Woclott

MOTION CARRIED UNANIMOUS VOTE (4-0)

JUSTICE PART 2

With Justice Graham now in attendance, Supervisor Glor accepted his report.

Justice Graham stated that there is a proposal for a Central Arraignment Center. This is still being looked into and he will keep us up to date on how it goes.

At 6:50 pm Jeremy DeLyser, Clark Patterson Lee joined the meeting.

TOWN CLERK

Abstract 12-2017—**MOTION** Councilman Martin, second Councilman Wolcott to approve the following:

General Fund	820-844	\$ 17,679.30
Highway DA	272-283	\$119,440.97
Highway DB	163-172	\$ 29,423.04
PartTown B	108-109	\$ 2,186.82
Special Districts	153-160	\$ 43,243.49
	TOTAL	\$211,973.62

Ayes: Glor, Kabel, Martin, Wolcott

MOTION CARRIED UNANIMOUS VOTE (4-0)

RESOLUTION NO. 43-2017—SNOW REMOVAL AGREEMENT WITH VILLAGE OF OAKFIELD

Councilman Kabel offered the following:

SNOW REMOVAL AGREEMENT

THIS AGREEMENT is made on the **1st day of June, 2017**, 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, Town

Superintendent of Highways 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, 2017 to May 31, 2018**.
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 winter event.
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 **May 31st, 2018**, the sum of **Twenty Six Thousand Five Hundred Eighty Seven Dollars and Fifteen Cents (\$26,587.15)** 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.
10. The Village shall exercise due diligence and take all reasonable steps to ensure the posting and notification of all relevant parking restrictions applicable to Village residents.

11. In further consideration of the mutual covenants contained herein, the Village agrees to remove snow from all sidewalks located in the Town of Oakfield and in the Village boundaries.

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, and agreed upon by the Oakfield Town Superintendent of Highways on the day and year first above written.

Superintendent of Highways, Town of Oakfield

Supervisor, Town of Oakfield

Mayor, Village of Oakfield

Seal:

Seal:

2017-2018 SNOW PLOW CONTRACT COMPUTATION

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

Contract to run from 6/1/2017 to 5/31/2018.

Contract based on 100% of County rate of \$5045.00 per mile times Village centerline miles of 5.27.

Second: Councilman Wolcott

Ayes: Glor, Kabel, Martin, Wolcott

APPROVED UNANIMOUS VOTE (4-0)

The 2018 NYMIR quote came in and is due in January of 2018. There was a slight increase.

Waiting on Taxes to come in.

Ag & Market extension for the Farmland Protection has been extended. Will contact John Brennan in Albany since we currently have nothing to review.

Looking into doing a Father/Daughter Dance and Mother/Son dance in 2018.

Supervisor

MOTION Councilman Wolcott, second Councilman Martin to approve the Supervisor's report as written.

Ayes: Glor, Kabel, Martin, Wolcott

MOTION CARRIED UNANIMOUS VOTE (4-0)

LIBRARY LIAISON

Planning a Holiday show later this month at the Community & Government Center.

GAM

The meeting was held at the Town of Oakfield Community & Government Center. There was an election of officers for 2018 and the Water Supply Agreement was discussed.

NEW BUSINESS

RESOLUTION NO. 44-2017—AMENDED AND RESTATED WATER SUPPLY AGREEMENT

Councilman Wolcott offered the following:

**AMENDED AND RESTATED
WATER SUPPLY AGREEMENT BETWEEN
COUNTY OF GENESEE AND TOWN OF**

THIS AGREEMENT, made this 12TH day of December 2017 between the County of Genesee, with offices at 7 Main Street, Batavia, NY 14020 (hereinafter referred to as "County"), and the Town of Oakfield, a municipal corporation of the State of New York with offices located at 3219 Drake Street Road, Oakfield, NY 14125, (hereinafter referred to as "Town").

WHEREAS, the County has adopted a plan to acquire sources of water and to sell or cause said sources of water to be sold and to be transmitted to various municipalities and water districts located in the County, which plan is contained in the County's February 1999 Genesee County Water Supply System Final Environmental Impact Statement (hereinafter referred to as "Plan"); and

WHEREAS, the Plan includes a provision to supply water to the Town, and

WHEREAS, the County desires to continue to sell water to the Town and the Town desires to continue to buy water from the County, and

WHEREAS, in order to be able to meet the most current water demands, support new commercial, residential and industrial growth in the County, and sustain water quality, the County is developing plans to construct or have constructed, as soon as is feasible, new water facilities, which will increase the County's current capacity by approximately 2.4 million gallons of water per day, and

WHEREAS, it is the intention of the parties to have all costs of water facility improvements paid by county wide water revenues based on a consumption basis, and

WHEREAS, in order for the County to be able to finance said water capacity expansion, as well as future projects, the County must have the ability to adjust the surcharge referred to herein at paragraph 6 when additional expansion becomes necessary, and

WHEREAS, the Town has previously entered into a Water Supply Agreement with the County by which the County would provide water to the Town of Oakfield, and

WHEREAS, that Agreement needs to be amended and restated as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed as follows:

1. The parties previously entered into a contract entitled “Water Supply Agreement between County of Genesee and Town of Oakfield” (herein referred to as “Agreement”), which is being amended and restated by the current document (hereinafter referred to as “Amended and Restated Agreement”).

2. The Town agrees to purchase water exclusively from the County or its assignee.

3. The County shall furnish or cause to be furnished water to the Town in such quantities as is presently provided, and thereafter, as the County determines to be economically feasible, based upon such factors as set forth in paragraph 9.

4. It is understood and agreed that the County makes no guarantees as to pressure, quantity, quality or continuity of service, and shall not, under any circumstances, be held liable for loss or damage from a deficiency or failure in the supply of water, whether caused by the shutting off of water in case of an accident, or for alterations, extensions, connections or repairs, or for any cause whatsoever. In the event of an emergency or other necessity, the County may shut off or reduce the flow of water for such periods as are necessary. The County shall restore service and provide water as soon as reasonably possible.

5. The Town agrees not to make any charge or assessment to the County or to any district or municipality outside the Town of Oakfield for or in connection with the transmission of water through its respective transmission mains.

6. The Town is currently paying and will continue to pay to the County, until modified as allowed herein, for water supplied, the sum of sixty cents (\$0.60) for each one thousand gallons of water used (herein referred to as “surcharge”), by the consumers in the Town of Oakfield, as well as any consumers in future Districts that will be subject to this Amended and Restated Agreement; plus the weighted average of the base rate charged by the County to the City of Batavia and the wholesale rate charged by the Monroe County Water Authority to the County

7. Except for the Peachey Road Water District and Water Districts No 1 and 2 in the Town of Bergen, as well as Water District No. 1 in the Town of Byron and Water District No. 1 in the Town of Alexander, the surcharge shall be the same amount for all other water users that are subject to the surcharge within all of the Towns and Villages.

8. All revenue received by the County from the surcharge shall be deposited into a dedicated Water Fund, and the County shall use this money for only Water Fund purposes.

9. The County, as needed, in its sole discretion, may increase or decrease the surcharge to water users to support future investments in the system; provided however, that the County provides written notice to the Town with justification for the proposed surcharge increase, at least 120 days prior to the effective date. This justification will be based upon a County Water Master Plan or any subsequent changes thereto as well as the following factors:

A. The water supply needs of the Town and of the other Municipalities in Genesee County.

B. The availability of fiscal resources, such as the unassigned fund balance of the Genesee County Water Fund; and/or New York State and Federal Grants and/or low interest loans.

C. The cost of increasing County-wide water capacity and/or improving existing water production, distribution and/or storage facilities.

D. Intending to have all future costs of water facility projects paid by County-wide water revenues based upon water consumption.

E. The amount of County Debt Service to be incurred for any proposed County Water System improvements.

10. The County shall commit to develop, and no later than 12 months after the final execution of this Agreement, approve a Master Plan that will allow for the County to make its best efforts to have surplus water available in the County for the term of this Agreement. The Master Plan will also address system improvements to maintain and enhance water quality and minimize the operational costs of the water system. The County shall update and formally re-approve the Master Plan every two years thereafter. The County will commit to continually seeking grant and loan funding assistance until the improvements contemplated by the Master Plan are completed. The County will provide a report every two years on its efforts at the same time the Master Plan is updated. The parties agree that the County is currently working on a Master Plan document that proposes three phases for increases in the total water capacity of the county-wide system to approximately 8.68 mgd initially, then to approximately 11.08 mgd in the second phase and then to 15.08 mgd in the third phase. The County commitment to increase water capacity and water quality includes the requirement to perform its best efforts to complete these three phases, as well as any other projects proposed in future Master Plans, as soon as possible.

11. When future water facility improvements are planned for areas within the Town, the County and the Town will jointly make all efforts to obtain financing to fund said improvements, including, grants and low interest loans.

12. Whenever proposed water facility improvements are to be located outside of the Town, the County individually or jointly with other affected Towns, Agencies or Authorities, will make all efforts to obtain all sources to fund water capital improvements, including, grants and low interest loans.

13. The total gallons used shall be determined by either master meters or individual meters in the event and circumstance where the water has already traveled through a master meter system of another municipality, (hereinafter collectively referred to as "meters"), to be installed, maintained and operated by or on behalf of the Town, at its expense, so as to measure the amount of water used and to be purchased. The County and/or Town shall have the right, at any time and at their own expense, to have the meter(s) tested. The amount so measured as being transmitted outside of the Town shall be deducted from any amount measured entering the Town, and the Town shall be charged and billed quarterly at the rate as calculated pursuant to Paragraph 6 herein. The Town agrees to make whatever steps necessary, as approved by the County, to facilitate the payments described in this Amended Agreement.

14. In the event that the County determines a water emergency exists due to a reduced supply from one or more of the County's supply systems and imposes restrictions on other customers, the Town agrees to impose such restrictions on water used by its customers. The

Town further agrees not to cause or create any potentially hazardous conditions that could contaminate a County supply source and to correct any such conditions immediately upon written notification by the applicable County or State authorities.

15. All existing and future water districts/systems shall be subject to and at all times be in full compliance with all terms and conditions of the County Smart Growth Plan, and any amendments thereto.

16. This Amended and Restated Water Agreement shall be interpreted pursuant to the laws of the State of New York and any action or proceeding brought to enforce any provision hereof shall be venued in Genesee County.

17. No terms and conditions of this Amended and Restated Water Agreement shall be interpreted in any manner or otherwise shall conflict with or modify or repeal any provisions of any Agreement that the County has or will have in the future with the Monroe County Water Authority.

18. The County and the Town agree not to assign this Agreement without the express written approval of the other, with the exception that the County may assign this Agreement in whole or in part without the prior approval of the Town to a subsequently formed Genesee County Water District. The parties will not unreasonably withhold any such approval.

19. The Town shall have the right to contract with any other municipality for the operation and maintenance of any portion or all of its entire water system, including the responsibility for the collection and payments due to the County, as set forth in paragraph 6 herein; subject to County approval which approval shall not be unreasonably withheld.

20. The Town shall indemnify, save harmless and defend the County from any and all liability, costs, claims and expense arising out of any occurrence related, directly or indirectly, to the Town's ownership, control, operation, maintenance, repair, replacement, transmission or distribution of water through its system regardless if such ownership, control, operation, maintenance, repair, replacement, transmission or distribution of water is assigned, contracted, delegated or transferred to another entity.

21. The County shall indemnify, save harmless and defend the Town from any and all liability, cost, claims and expense arising out of any occurrence related, directly or indirectly, to the County's use of the Town's transmission mains.

22. The term of this Amended and Restated Agreement shall be for a period of forty (40) years beginning the date first written above.

23. The prior Agreement between the parties in its entirety is hereby replaced, and upon execution of this Amended and Restated Agreement, the prior Agreement will be null and void. The parties acknowledge and agree that except as otherwise provided in this Amended and Restated Agreement, the obligations of each party required by the prior Agreement were either performed in their entirety or waived.

24. This Amended and Restated Agreement shall be binding upon and shall inure to the benefit and shall be enforceable by, the parties to this Amended Agreement and their respective successors and permitted assigns.

25. All terms and conditions of this Amended and Restated Water Agreement must be reviewed and discussed by and between the parties every five years without any obligation for revision unless mutually agreed.

26. Failure of the County to perform any of its obligations under this Amended and Restated Agreement resulting from any cause or causes beyond its control, including, but not limited to strikes, labor disputes, fire, acts of god, or acts or order of the government, shall not constitute an actual default or breach of this Amended and Restated Agreement (hereinafter referred to as "Force Majeure"). The time for performance of any duty or obligation hereunder which cannot be performed as a result of an event of Force Majeure shall be extended for a period equal to the duration of such inability to perform; notwithstanding the foregoing, it is understood that the events of Force Majeure shall not extend the time of payment for any money which is due and payable or extend the current term of this Amended and Restated Agreement.

27. This Amended and Restated Agreement may be executed in counterparts, each of which shall be deemed as an original, and all of which, taken together, shall constitute one Amended and Restated Agreement binding on both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

TOWN OF

COUNTY OF GENESEE

By: _____
Supervisor

BY: _____
Raymond Cianfrini, Chairman
Genesee County Legislature

STATE OF NEW YORK :
COUNTY OF GENESEE : ss.:

On this ____ day of _____, 2017 before me, the subscriber, personally appeared _____, who being by me duly sworn, deposes and says: That she/he is the Supervisor of the Town of _____, a municipal corporation of the State of New York named in and which executed the above and within instrument; that he/she knows the seal of said Town and that the seal affixed to said instrument is the seal of the Town of _____; that is was so affixed by order of the Town Board of the Town of _____ and that she signed his/her name thereto by like order.

Notary Public
Genesee County, New York
My Commission Expires _____

STATE OF NEW YORK :
COUNTY OF GENESEE : ss.:

On this ____ day of _____, 2017 before me, the subscriber, personally appeared _____, who being by me duly sworn, deposes and says: That she/he is the Chairman of the Genesee County Legislature, a municipal corporation of the State of New York named in and which executed the above and within instrument; that he/she knows the seal of said Legislature and that the seal affixed to said instrument is the seal of the County Legislature; that is was so affixed by order of the Legislature and that she signed his/her name thereto by like order.

Notary Public
Genesee County, New York
My Commission Expires _____

Second: Councilman Kabel
Ayes: Glor, Kabel, Martin, Wolcott
APPROVED UNANIMOUS VOTE (4-0)

The Year End meeting is scheduled for December 27th at noon.

Jeremy DeLyser, Clark Patterson Lee
Water District 9 is closed out and under a one year warranty.

Water District 11---BID opening was December 1st, 2017.

RESOLUTION NO. 45-2017—ACCEPTING BASE BID WATER DISTRICT 11

Councilman Wolcott offered the following:

THEREFORE, BE IT RESOLVED, the Town Board of the Town of Oakfield will accept the Base Bid-8 inch PVC Water Main & Water Services received from E&R General Construction, Inc. for a total amount of \$85,960.00.

Second: Councilman Kabel
Ayes: Glor, Kabel, Martin, Wolcott
APPROVED UNANIMOUS VOTE (4-0)

Pre-Con meeting scheduled for Water District 11 at 9:00 am December 13th at the Community & Government Center.

MOTION Councilman Kabel, second Councilman Martin to accept the resignation of Deputy Supervisor James Veazey effective 12/31/2017 with regret.

Ayes: Glor, Kabel, Martin, Wolcott
MOTION CARRIED UNANIMOUS VOTE (4-0)

The Organizational Meeting is scheduled for January 3rd, 2017 at noon.

Adjournment: MOTION Councilman Kabel, second Councilman Wolcott to adjourn the meeting at 7:47 pm.

Ayes: Glor, Kabel, Martin, Wolcott

Respectfully submitted,

Melissa M. Haacke,
Town Clerk