

**TOWN OF OAKFIELD**  
**REGULAR TOWN BOARD MEETING**  
**MARCH 14, 2023**

**ROLL**

**CALL:** Supervisor Martin  
Deputy Supervisor Wolcott  
Councilman Carroll  
Councilperson Glor  
Councilman Kabel

**OTHERS**

**PRESENT:** Town Clerk Haacke  
Superintendent of Highways Schultz  
Assessor Flansburg  
CEO/ZEO Mikolajczyk  
Rob Crossen, Alabama Supervisor

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

**Minutes of the February 13, 2023 Regular Meeting:** **MOTION** Deputy Supervisor Wolcott, second Councilperson Glor to approve the minutes as written.

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

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

**CEO/ZEO**

Mr. Mikolajczyk's report is available for review during regular business hours.

**ASSESSOR**

Change notices will be mailed tomorrow  
Overall 8% increase  
State confirms we are 100%

**SUPERINTENDENT OF HIGHWAYS**

**ROADWORK UPDATE**

Keeping roads clear of snow and ice

**BUILDINGS & GROUNDS:**

N/A

**CEMETERIES:**

1 plot sold

**PARKS:**

All good

**EQUIPMENT UPDATE:**

202 will not re-gen

**LIBRARY:**

N/A

**MISCELLANEOUS:**

Picked up more miles of roadside mowing  
Going to start painting walls in shop

**RESOLUTION NO. 15-2023—NYS DOT MOWING CONTRACT**

Councilperson Glor offered the following:

**WHEREAS**, the Superintendent of Highways has been notified by NYSDOT of the Roadside Mowing Agreement; and

**THEREFORE, BE IT RESOLVED**, the Town of Oakfield shall enter into an additional mowing contract for the year 2023 Roadside Mowing Agreement with NYSDOT along route 63 from Maple Road to the thru-way bridge, a total of 10.1 miles for the amount of \$5,050.

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

**TOWN CLERK**

**Abstract 3-2023—MOTION** Councilman Kabel, second Councilman Carroll to authorize the following:

General Fund	2696-2722	\$381,486.70
Part Town B	306-307	\$ 1,416.49
Highway DA	932-945	\$ 11,793.85
Capital Water	34-40	\$132,903.36
Special Districts	236	\$ 55,853.32
Highway DB	409	\$ 783.39
	<b>TOTAL</b>	<b>\$584,237.11</b>

**Ayes:** Martin, Wolcott, Carroll, Glor, Kabel  
**MOTION CARRIED UNANIMOUS VOTE (5-0)**

**RESOLUTION NO. 16-2023—LOCAL MATCH RESOLUTION FOR WASTEWATER INFRASTRUCTURE ENGINEERING PLAN (EGP)**

Councilman Kabel offered the following:

**WHEREAS** the Town of Oakfield authorizes and appropriates a minimum of 20% local match as required by the Engineering Planning Grant Program for the Wastewater Infrastructure Engineering Planning Grant (EPG).

**WHEREAS** Under the EPG program, this local match must be at least \$4,800.00/20% of the EPG grant award of \$24,000.00.

**WHEREAS** the source of this local match, and any amount in excess of the required match, shall be paid for out of ARPA funds.

**THEREFORE, BE IT RESOLVED** the maximum local match shall not exceed \$28,800.00 based upon a total estimated maximum project cost.

**BE IT FURTHER RESOLVED** the Town Supervisor, Matthew E. Martin may increase this local match through the use of in-kind services without further approval from the Town of Oakfield.

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

**RESOLUTION NO. 17-2023—INTERMUNICIPAL AGREEMENT FOR OFFICE AND COURT FACILITIES LEASE AGREEMENT**

Deputy Supervisor Wolcott offered the following:

**OFFICE AND COURT FACILITIES**

**LEASE AGREEMENT**

**THIS LEASE**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **TOWN OF OAKFIELD**, having offices at 3219 Drake Street Road, Oakfield, New York; herein called "Landlord", and the **TOWN OF ELBA**, having offices at 7133 Oak Orchard Road, Elba, New York, herein called "Tenant".

**IN CONSIDERATION** of the mutual covenants and agreements contained herein it is agreed as follows:

1. Landlord hereby leases to Tenant and Tenant hereby rents from Landlord; the space hereinafter called the "Premises". Located at Landlord's Community and Government Center, 3219 Drake Street Road, Oakfield, New York, including the right to use common parking areas as follows:
  - A. At all times, exclusive use of one office consisting of approximately 143 square feet and one storage room consisting of approximately 76 square feet.
  - B. During the hours of Tenant's Town Court operations, use of the Courtroom Facilities and two conference rooms.
  - C. At all times, non-exclusive use of restroom facilities.
2. The Premises is leased for a term of 3 years, to commence on the 1<sup>st</sup> of January 2023.
3. The rent shall be for sum of Seven Thousand Dollars (\$7,000.00) per year for three years (3). Monies are to be paid on or before the 1<sup>st</sup> day of February of each year.
4. Either party may terminate the Lease by providing to the other party a written notice on or before December 31<sup>st</sup> of any calendar year, to be effective on December 31<sup>st</sup> of the following calendar year. No termination shall be effective during the calendar year.
5. Landlord shall be responsible to pay for any telephone, security system, and trash removal contracts.
6. **ALL OFFICE SUPPLIES ARE AT THE TENTANT'S EXPENSE.**
7. Tenant shall use and occupy the Premises for office activities and to operate its Town Court by its Town Judges and support staff, and for no other purpose without the written consent of the Landlord. The Tenant's Town Judges shall coordinate with the Landlord's Town Judges the times and dates for Tenant to hold its Court operations, with the Landlord's court operations to have precedence with regard to times and dates.
8. Tenant shall pay rent to Landlord at Landlord's above stated address, or at such other place as Landlord may designate in writing, without demand and without counterclaim, deduction or set off.
9. Tenant shall commit no act of waste and shall take good care of the Premises and the fixtures and appurtenances therein, and shall, in the use and occupancy of the Premises, conform to all laws, orders and regulations of Federal, State and Municipal Governments or any of their departments.
10. The Landlord's responsibilities for maintenance and repairs are as follows:
  - A. The Landlord shall be responsible for all maintenance and repairs of existing common areas, including, but not limited to, common exits and entrances to and from the building, common ramps, common hallways within the building of which the leased Premises is a part, common parking, sidewalks and roadways.
  - B. The Landlord shall also be responsible for all structural maintenance and repairs to existing facilities, including, but not limited to, the existing roof, interior, exterior walls (and windows), floors, ceiling and foundation.
  - C. The Landlord shall also be responsible for all maintenance and repairs involving the existing and current configurations for the electrical system, plumbing system, sewage system, heat and air cooling installations.
  - D. Notwithstanding the foregoing, the Tenant shall reimburse the Landlord for any maintenance, repair, rebuilding, or other costs incurred by Landlord as the result of damages caused by the action or failure to act by the Tenant, its agents, employees, servants and invitees.
11. Tenant shall no do any of the following:
  - A. Without first obtaining the written consent of Landlord, make any alterations or improvements in, to or about the Premises.
  - B. Do or suffer anything to be done on the Premises which will increase the rate of fire or casualty insurance on the building.
  - C. Permit the accumulation of waste or refuse matter on the leased Premises or anywhere in or near the building.
12. Tenant may not sublease all or any portion of the Premises.

13. The Landlord agrees to pay all utilities for the building of which the leased Premises are a part, including, but not limited to, heat. Light, gas, electric, water and sewer.
14. Tenant agrees to promptly notify the Landlord upon determining that repairs need to be made to the leased Premises and Tenant further agrees to allow the Landlord to examine the leased Premises at any time during the term of this Lease, upon reasonable notice to the Tenant, for the purpose of making repairs, or determining whether repairs need to be made, or for any other legitimate purposes.
15. In case the leased Premises shall be damaged by fire or other unavoidable casualty so that the same shall be thereby rendered unusable by the Tenant, then the rent shall be suspended or abated until the said Premises shall have been put in proper condition for use by the Tenant. In case of fire, other damage or casualty, the Landlord shall thereupon cause the damage to be repaired, but if the Premises be so damaged that the Landlord shall decide not to rebuild, which decision shall be solely within the discretion of the Landlord, the term hereby created shall cease, and the rent shall either be paid by the Tenant or rent shall be refunded to the Tenant on a prorated basis for such period of time up to the date of the casualty.
16. Tenant is granted the right, in common with the Landlord and other tenants and licensees of the Landlord, to use common exits and entrances to and from the building of which the leased Premises is a part, parking, sidewalks and roadways, all in areas and upon conditions as designated by Landlord. The Tenant is expressly prohibited from storing any and all property in any common areas. The tenant agrees to keep the common areas clear at all times.
17. The Tenants shall hold harmless, indemnify and defend Landlord from all liability, penalties, losses, damages, costs, expenses, causes of action, claims and/or judgements, including reasonable attorney's fees, which arise by reason of any injury or death to any person or persons, or damage to the property of any person or persons resulting from the actions or inaction of the Tenant, its agents, servants, employees and invitees which in, upon or in any way connected with the leased Premises or use of the common areas, during the term of the Lease or any occupancy hereunder.
18. The Landlord shall hold harmless, indemnify and defend Tenant from all liability, penalties, losses, damages, costs expenses, cause of action, claims and/or judgements, including reasonable attorney's fees, which arise by reason of any injury or death to any person or persons, or damage to the property of any person or persons, resulting from the actions or inaction of the Landlord, its agents, servants, employees and invitees while in, upon or in any way connected with all areas inside or outside of the building known as the Community and Government Center in the Town of Oakfield, New York, during the term of this Lease or any occupancy hereunder.
19. If Tenant defaults in the payment of rent, or defaults in the performance of any of the other covenants or conditions hereof, Landlord may give Tenant notice of such default and if Tenant does not cure any rent default within three (3) days, or other default within ten (10) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Tenant does not commence such curing within such ten (10) days thereafter proceed with reasonable diligence and in good faith to cure such default) then Landlord may terminate this Lease on not less than ten (10) days' notice to Tenant, and on the date specified in said notice the term of this Lease shall terminate, and Tenant shall then quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided. If this Lease shall have been so terminated by Landlord, Landlord may at any time thereafter resume possession of the Premises by any lawful means and remove Tenant or other occupants and their effects.
20. The failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This Lease cannot be changed or terminated orally.
21. Interruption or curtailment of any service maintained in the building, if caused by strikes, mechanical difficulties or any causes beyond Landlord's control whether similar or dissimilar to the enumerated, shall not entitle Tenant to any claim against Landlord or to any abatement in rent and shall not constitute constructive or partial eviction, unless Landlord fails to take such measures as may be reasonable in the circumstances to restore the service without undue delay. If the Premises are rendered untenable in whole or in part, for a period of ten (10) consecutive business days, by the making of repairs, replacements or additions, other than those made with Tenant's consent or caused by misuse or neglect by Tenant or Tenant's agents, servants, visitors or licensees, there shall be a proportionate abatement of rent during the period of such untenable.
22. All notices or demands required or desired to be given pursuant to this Lease shall be in writing and addressed to the parties at the addresses given on the first page of this Lease; or at such other addresses as

shall be designated hereafter by either party in writing. Such notice or demand shall take effect when received.

- 23. If any provision of this Lease shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render the unenforceable this Lease or any other provisions hereof and a valid and enforceable construction shall be given to the invalid and unenforceable provision to best reflect the commercial intent of the parties expressed herein. In the event such construction is not available, then the parties shall agree to replace the invalid provision with a valid provision which most closely reflects the commercial intent of the parties which is expressed herein.
- 24. No representation or promise shall be binding on the parties hereto except those representation and promises contained herein or in some future writing signed by the parties making such representations or promises.
- 25. Landlord has made no representation or promises with respect to the said Premises except as herein expressly set forth. The taking of possession of the demised Premises by the Tenant shall be conclusive evidence as against the Tenant that the Tenant accepts the same "as is" and that said Premises and the building and fixtures of which the same form a part was in good and satisfactory condition at the time such possession was taken.
- 26. Landlord covenants that if, and so long as Tenant pays the tent and any additional rent as herein provided, and performs the covenants hereof, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the term herein mentioned, subject to the provisions of the Lease.
- 27. This Agreement and the performance of the parties hereunder shall be construed in accordance with the governed by the laws of the State of New York. The parties agree that claims asserted or causes of action arising hereunder shall be submitted to the jurisdiction of the Courts of the State of New York and shall be venued in Genesee county.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Lease the date first appearing above.

TOWN OF OAKFIELD

BY: \_\_\_\_\_

Matthew E. Martin, Supervisor

TOWN OF ELBA

BY: \_\_\_\_\_

Donna Hynes, Supervisor

STATE OF NEW YORK)

COUNTY OF GENESEE) SS:

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **Matthew E. Martin**, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW YORK)

COUNTY OF GENESEE) SS:

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **Donna Hynes**, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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NOTARY PUBLIC

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

**RESOLUTION NO. 18-2023—INTERMUNICIPAL AGREEMENT FOR DOCUWARE SHARING POLICY FOR THE TOWN OF OAKFIELD AND TOWN OF ELBA**

Councilman Carroll offered the following:

**INTERMUNICIPAL AGREEMENT FOR DOCUWARE SHARING POLICY FOR THE TOWN OF OAKFIELD AND TOWN OF ELBA**

This agreement, made the 1<sup>st</sup> day of January, 2023, by and among the Town of Oakfield, a Municipal Corporation of the State of New York, 3219 Drake Street Road, Oakfield, New York 14125 and the Town of Elba, a Municipal Corporation of the State of New York, 7133 Oak Orchard Road, Elba, New York 14058.

Witnesseth:

**WHEREAS**, the Town of Oakfield and the Town of Elba share the services of Docuware on the Town of Oakfield server and

**WHEREAS**, the Town of Oakfield pays the entire bill for year and

**WHEREAS**, the Town of Elba agrees to pay yearly their share of the total cost of the system based on how many user accounts they desire and the initial amount of user accounts for the Town of Elba is currently two (2) and can be amended at any time and

**WHEREAS**, the yearly payment going forward will be \$4,000.00, payable to the Town of Oakfield by January 31<sup>st</sup> of each year to cover the calendar of the payment and a bill will be sent to the Town of Elba every December and

**WHEREAS**, if the Town of Elba increases the amount of user accounts or amount of cloud storage, the fee will change with the next yearly payment and the user account fee could change each year based on the rate charged by Docuware and

**IN WITNESS WHEREOF** the parties have last signed this Agreement the day and year first written above.

**TOWN OF OAKFIELD**

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Matthew E. Martin, Supervisor

**TOWN OF ELBA**

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Donna Hynes, Supervisor

STATE OF NEW YORK)

COUNTY OF GENESEE) SS:

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **Matthew E. Martin**, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW YORK)

COUNTY OF GENESEE) SS:

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **Donna Hynes**, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

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

**MUNICIPAL SOLUTIONS**

**MOTION** Councilman Kabel, second Councilman Carroll to approve the EMMA Reporting and contract under Rule G-42 for the Wastewater Project.

**Ayes:** Martin, Wolcott, Carroll, Glo, Kabel  
**MOTION CARRIED UNANMOUS VOTE (5-0)**

**YMCA MEMORANDUM OF AGREEMENT FOR YOUTH RECREATION**

**MOTION** Councilperson Glor, second Councilman Carroll to authorize the following:



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## GLOW YMCA/Town of Oakfield

### Memorandum of Understanding

To follow is an outline of the continued relationship between the GLOW YMCA and the Town of Oakfield reflecting the understanding and intentions of the undersigned.

## YMCA Fees - Summer Recreation 2023

## Summer Contract Cost - \$22,500

### Summer Rec Programming Components:

- Program Dates
- Program Participants

July 10<sup>rd</sup> – August 11<sup>th</sup>

Entering 1<sup>st</sup> Grade - entering 6<sup>th</sup> grade

Residents of the town of Oakfield and/or Oakfield- Alabama CSD, to include visiting family members of Oakfield residents & children who are homeschooled

- Days/Weeks of Operation
- Program Schedule / Hours of Operation
- Total Hours of Contracted Program Delivery

25 days / 5-Weeks (Mon – Fri)

9am-1pm / 4 Hours Daily - 20 Hours Per Week 100  
(4hrs/day x 25 days)

### Additional Services Provided by the YMCA:

- Taxes/Workers Comp/Etc.
- Clerical/Supervisory Support
- Off-Site & On-Site Trainings
- Delivery Site Safety Inspection
- Program Registration, Gen. Co. Health Dept.
- Electronic/Print Marketing & PR
- HR Compliance/Payroll Processing/Hiring
- Bi-weekly attendance rosters

- Program Supplies & Equipment
- Collection of Fees and Participant Registration
- Data Management
- Safety/Emergency Medical Equipment
- Insurance
- Participant Satisfaction Survey Process
- PPE Equipment
- Printings & Mailings

### Services provided by the Town of Oakfield:

- Use of “wagons” for local field trips
- A space to store program equipment
- Building usage on days with poor weather

### Transportation:

- **Summer Rec Parents responsible for:**  
9 am drop off and 1 pm pick-up at Oakfield Park for all rec participants



**YMCA/Town of Oakfield Memorandum  
of Understanding Page Two**

**3/14/23**

**Payment**

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The Town of Oakfield has agreed to pay the YMCA for the administration and delivery of a summer recreation program at a flat rate of \$22,000. Payments will be made in two installments with the mutual agreement on any adjustment to the fee schedule. \*Note: If enrollment exceeds 75 children the town would be responsible for a fee of \$57 for each additional child per week. The Town can choose to either cap enrollment at 75 or pay a per-child fee.

For registration and to maintain safe supervision ratios the YMCA will charge a \$5.00 registration fee to each participant, per weekly registration.

Local field trips will be an additional cost to families depending on the activity.

If bussing is necessary for field trips, the YMCA will bill the Town of Oakfield for additional costs, unless Oakfield-Alabama CSD can provide no-cost transportation as a local partner.

**2023 Fee Payment Schedule:**

- July 25<sup>th</sup> \$11,000 is due (1/2 of payment)
- August 15<sup>th</sup> \$11,000 is due (remaining balance)

**Insurance:**

The YMCA will provide proof of Insurance (Insurance Certificate) that includes the following:

- \$1M general liability covering abuse and molestation, professional liability covering proper credentials and licensing and \$2M in aggregate,
- \$10M umbrella policy,
- The Town of Oakfield added as "additionally insured"

*The undersigned have read and agree with the terms outlined in this memo and agree that the outlined services and compensation cannot be changed without the written agreement of both parties.*

Greg Reed

District Executive Director - Genesee County YMCA

Supervisor, Town of Oakfield

Sign \_\_\_\_\_

Date \_\_\_\_\_

Sign \_\_\_\_\_

Date \_\_\_\_\_

**Ayes:** Martin, Wolcott, Carroll, Glor, Kabel  
**MOTION CARRIED UNANIMOUS VOTE (5-0)**

**RESOLUTION NO. 19-2023—MEMORANDUM OF AGREEMENT BETWEEN LIBRARY AND TOWN OF OAKFIELD**

Deputy Supervisor Wolcott offered the following:

**BE IT RESOLVED** that once the Library becomes a school district library, the Town of Oakfield will execute a shared services agreement with the new government entity to provide the following:

Garbage-removal of garbage one per month

**BE IT FURTHER RESOLVED** that the above said items will be provided and in exchange, the library will allow Christmas trees to be placed on library property during the Majestic Lights season from late November to the first of January each year.

**Second:** Councilman Carroll

**Ayes:** Martin, Wolcott, Carroll, Kabel

**Nay:** Glor

**APPROVED UNANIMOUS VOTE (4-1)**

**RESOLUTION NO. 20-2023—INTERMUNICIPAL AGREEMENT FOR OFFICE AND COURT FACILITIES LEASE AGREEMENT WITH THE TOWN OF ALABAMA**

Deputy Supervisor Wolcott offered the following:

**THIS LEASE**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **TOWN OF OAKFIELD**, having offices at 3219 Drake Street Road, Oakfield, New York; herein called "Landlord", and the **TOWN OF ALABAMA**, having offices at 2218 Judge Road, Oakfield, New York, herein called "Tenant".

**IN CONSIDERATION** of the mutual covenants and agreements contained herein it is agreed as follows:

28. Landlord hereby leases to Tennant and Tennant hereby rents from Landlord, the space hereinafter called the "Premises". Located at Landlord's Community and Government Center, 3219 Drake Street Road, Oakfield, New York, including the right to use common parking areas as follows:
  - D. At all times, exclusive use of one office consisting of approximately 143 square feet, shared use of the Court Clerk office space, and one storage room consisting of approximately 76 square feet.
  - E. During the hours of Tenant's Town Court operations, use of the Courtroom Facilities and two conference rooms.
  - F. At all times, non-exclusive use of restroom facilities.
29. The Premises is leased for a term of 3 years, to commence on the 1<sup>st</sup> of January, 2024.
30. The rent shall be for sum of Seven Thousand Dollars (\$7,000.00) per year for three years (3). Monies are to be paid on or before the 15<sup>th</sup> day of February of each year.

31. Either party may terminate the Lease by providing to the other party a written notice on or before December 31<sup>st</sup> of any calendar year, to be effective on December 31<sup>st</sup> of the following calendar year. No termination shall be effective during the calendar year.
32. Landlord shall be responsible to pay for any telephone, security system, and trash removal contracts.
33. **ALL OFFICE SUPPLIES ARE AT THE TENTANT'S EXPENSE.**
34. Tenant shall use and occupy the Premises for office activities and to operate its Town Court by its Town Judges and support staff, and for no other purpose without the written consent of the Landlord. The Tenant's Town Judges shall coordinate with the Landlord's Town Judges the times and dates for Tenant to hold its Court operations, with the Landlord's court operations to have precedence with regard to times and dates.
35. Tenant shall pay rent to Landlord at Landlord's above stated address, or at such other place as Landlord may designate in writing, without demand and without counterclaim, deduction or set off.
36. Tenant shall commit no act of waste and shall take good care of the Premises and the fixtures and appurtenances therein, and shall, in the use and occupancy of the Premises, conform to all laws, orders and regulations of Federal, State and Municipal Governments or any of their departments.
37. The Landlord's responsibilities for maintenance and repairs are as follows:
  - E. The Landlord shall be responsible for all maintenance and repairs of existing common areas, including, but not limited to, common exits and entrances to and from the building, common ramps, common hallways within the building of which the leased Premises is a part, common parking, sidewalks and roadways.
  - F. The Landlord shall also be responsible for all structural maintenance and repairs to existing facilities, including, but not limited to, the existing roof, interior, exterior walls (and windows), floors, ceiling and foundation.
  - G. The Landlord shall also be responsible for all maintenance and repairs involving the existing and current configurations for the electrical system, plumbing system, sewage system, heat and air cooling installations.
  - H. Notwithstanding the foregoing, the Tenant shall reimburse the Landlord for any maintenance, repair, rebuilding, or other costs incurred by Landlord as the result of damages caused by the action or failure to act by the Tenant, its agents, employees, servants and invitees.
38. Tenant shall no do any of the following:
  - D. Without first obtaining the written consent of Landlord, make any alterations or improvements in, to or about the Premises.
  - E. Do or suffer anything to be done on the Premises which will increase the rate of fire or casualty insurance on the building.
  - F. Permit the accumulation of waste or refuse matter on the leased Premises or anywhere in or near the building.
39. Tenant may not sublease all or any portion of the Premises.
40. The Landlord agrees to pay all utilities for the building of which the leased Premises are a part, including, but not limited to, heat. Light, gas, electric, water and sewer.

41. Tenant agrees to promptly notify the Landlord upon determining that repairs need to be made to the leased Premises and Tenant further agrees to allow the Landlord to examine the leased Premises at any time during the term of this Lease, upon reasonable notice to the Tenant, for the purpose of making repairs, or determining whether repairs need to be made, or for any other legitimate purposes.
42. In case the leased Premises shall be damaged by fire or other unavoidable casualty so that the same shall be thereby rendered unusable by the Tenant, then the rent shall be suspended or abated until the said Premises shall have been put in proper condition for use by the Tenant. In case of fire, other damage or casualty, the Landlord shall thereupon cause the damage to be repaired, but if the Premises be so damaged that the Landlord shall decide not to rebuild, which decision shall be solely within the discretion of the Landlord, the term hereby created shall cease, and the rent shall either be paid by the Tenant or rent shall be refunded to the Tenant on a prorated basis for such period of time up to the date of the casualty.
43. Tenant is granted the right, in common with the Landlord and other tenants and licensees of the Landlord, to use common exits and entrances to and from the building of which the leased Premises is a part, parking, sidewalks and roadways, all in areas and upon conditions as designated by Landlord. The Tenant is expressly prohibited from storing any and all property in any common areas. The tenant agrees to keep the common areas clear at all times.
44. The Tenants shall hold harmless, indemnify and defend Landlord from all liability, penalties, losses, damages, costs, expenses, causes of action, claims and/or judgments, including reasonable attorney's fees, which arise by reason of any injury or death to any person or persons, or damage to the property of any person or persons resulting from the actions or inaction of the Tenant, its agents, servants, employees and invitees which in , upon or in any way connected with the leased Premises or use of the common areas, during the term of the Lease or any occupancy hereunder.
45. The Landlord shall hold harmless, indemnify and defend Tenant from all liability, penalties, losses, damages, costs expenses, cause of action, claims and/or judgments, including reasonable attorney's fees, which arise by reason of any injury or death to any person or persons, or damage to the property of any person or persons, resulting from the actions or inaction of the Landlord, its agents, servants, employees and invitees while in , upon or in any way connected with all areas inside or outside of the building known as the Community and Government Center in the Town of Oakfield, New York, during the term of this Lease or any occupancy hereunder.
46. If Tenant defaults in the payment of rent, or defaults in the performance of any of the other covenants or conditions hereof, Landlord may give Tenant notice of such default and if Tenant does not cure any rent default within three (3) days, or other default within ten (10) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Tenant does not commence such curing within such ten (10) days thereafter proceed with reasonable diligence and in good faith to cure such default) then Landlord may terminate this Lease on not less than ten (10) days' notice to Tenant, and on the date specified in said notice the term of this Lease shall terminate, and Tenant shall then quit and surrender the Premises to Landlord, but Tenant shall remain

liable as hereinafter provided. If this Lease shall have been so terminated by Landlord, Landlord may at any time thereafter resume possession of the Premises by any lawful means and remove Tenant or other occupants and their effects.

47. The failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This Lease cannot be changed or terminated orally.
48. Interruption or curtailment of any service maintained in the building, if caused by strikes, mechanical difficulties or any causes beyond Landlord's control whether similar or dissimilar to the enumerated, shall not entitle Tenant to any claim against Landlord or to any abatement in rent and shall not constitute constructive or partial eviction, unless Landlord fails to take such measures as many be reasonable in the circumstances to restore the service without undue delay. If the Premises are rendered untenable in whole or in part, for a period of ten (10) consecutive business days, by the making of repairs, replacements or additions, other than those made with Tenant's consent or caused by misuse or neglect by Tenant or Tenant's agents, servants, visitors or licensees, there shall be a proportionate abatement of rent during the period of such untenable.
49. All notices or demands required or desired to be given pursuant to this Lease shall be in writing and addressed to the parties at the addresses given on the first page of this Lease; or at such other addresses as shall be designated hereafter by either party in writing. Such notice or demand shall take effect when received.
50. If any provision of this Lease shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render the unenforceable this Lease or any other provisions hereof and a valid and enforceable construction shall be given to the invalid and unenforceable provision to best reflect the commercial intent of the parties expressed herein. In the event such construction is not available, then the parties shall agree to replace the invalid provision with a valid provision which most closely reflects the commercial intent of the parties which is expressed herein.
51. No representation or promise shall be binding on the parties hereto except those representation and promises contained herein or in some future writing signed by the parties making such representations or promises.
52. Landlord has made no representation or promises with respect to the said Premises except as herein expressly set forth. The taking of possession of the demised Premises by the Tenant shall be conclusive evidence as against the Tenant that the Tenant accepts the same "as is" and that said Premises and the building and fixtures of which the same form a part was in good and satisfactory condition at the time such possession was taken.
53. Landlord covenants that if, and so long as Tenant pays the tent and any additional rent as herein provided, and performs the covenants hereof, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the term herein mentioned, subject to the provisions of the Lease.
54. This Agreement and the performance of the parties hereunder shall be construed in accordance with the governed by the laws of the State of New York. The parties agree that claims asserted or causes of action arising hereunder shall be submitted to the jurisdiction of the Courts of the State of New York and shall be venued in Genesee county.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Lease the date first appearing above.

TOWN OF OAKFIELD

BY: \_\_\_\_\_

Matthew E. Martin, Supervisor

TOWN OF Alabama

BY: \_\_\_\_\_

Robert Crossen, Supervisor

STATE OF NEW YORK)

COUNTY OF GENESEE) SS:

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **Matthew E. Martin**, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW YORK)

COUNTY OF GENESEE) SS:

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **Robert Crossen**, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

**Second:** Councilman Kabel

**Ayes:** Martin, Wolcott, Carroll, Glor, Martin

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

**SUPERVISOR**

**MOTION** Councilperson Glor, second Councilman Carroll to approve the Supervisor's report as written.

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

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

**LIBRARY LIAISON**

Information meeting regarding the vote to become a school district library will be held March 28<sup>th</sup> at 7:00 pm, at the Community & Government Center.

**GAM**

GAM will be held four times a year, March, May, September, & November

They will now be held in person

**NEW BUSINESS**

**MOTION** Deputy Supervisor Wolcott, second Councilman Kabel to cancel the April 11, 2023 board meeting and authorize bills to be paid.

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

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

**CARPET CLEANING**

Deputy Supervisor Wolcott requested that the Town Clerk put out a memo to the employees of the Town that everything be placed on desks and chairs moved for the carpets to be cleaned on April 28<sup>th</sup> at 9:00 am.

**CEMETERY CLEAN-UP**

Clean up will be at Cary Cemetery

Lion's club will provide lunch

Looking to get new cemetery signs

**Adjournment—MOTION** Councilman Kabel, second Deputy Supervisor Wolcott to adjourn the meeting at 7:43 pm.

Respectfully submitted,

Melissa M. Haacke,

Town Clerk

