

**TOWN OF OAKFIELD**  
**REGULAR TOWN BOARD MEETING**  
**OCTOBER 10, 2023**

**ROLL**

**CALL** Deputy Supervisor Wolcott  
Councilman Carroll  
Councilperson Glor

**OTHERS**

**PRESENT** Town Clerk Haacke  
Superintendent of Highways Schultz  
Assessor Flansburg  
CEO/ZEO Mikolajczyk

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

**MINUTES OF THE SEPTEMBER 12, 2023, REGULAR TOWN BOARD MEETING:** **MOTION** Councilperson Glor, second Councilman Carroll to approve the minutes as submitted.

**Ayes:** Wolcott, Carroll, Glor

**MOTION CARRIED UNANIMOUS VOTE (3-0)**

**CEO/ZEO**

CEO/ZEO Mikolajczyk's report is available for review during regular business hours.

**ASSESSOR**

Starting update for 2024.

**SUPERINTENDENT OF HIGHWAYS**

**ROADWORK UPDATE**

Started mowing roadsides.  
Mowing ditches with excavator  
Roads are striped

**BUILDINGS & GROUNDS:**

N/A

**CEMETERIES:**

New driveway in at Reed  
One burial

**PARKS:**

Still keeping bathrooms open  
Betterment is having a Halloween Party October 21<sup>st</sup>, so water on until then

**EQUIPMENT UPDATE:**

Rust coated all vehicles that needed it  
One ton is in F450

**LIBRARY:**

State inspection on boiler November 9<sup>th</sup>  
Still removing garbage and mowing

**MISCELLANEOUS:**

Salt in and treated.  
Bushhogged over soybeans on Maple, Brent Domoy not happy want compensation

**TOWN CLERK**

**Abstract 10-2023—MOTION** Councilman Carroll, second Councilperson Glor to authorize the following:

General Fund	2875-2896	\$52,728.42
Part Town B	329-33	\$ 2,914.60
Highway DA	1001-1010	\$83,454.30
Highway DB	430-432	\$ 1,149.00
	Total:	\$140,246.32

**Ayes:** Wolcott, Carroll, Glor

**MOTION carried unanimous vote (3-0)**

**RESOLUTION NO. 28-2023—INTERMUNICIPAL AGREEMENT BETWEEN GENESEE COUNTY AND TOWN OF OAKFIELD FOR THE PROVISION OF SNOW REMOVAL AND ICE CONTROL SERVICES AND ROADSIDE MOWING**

Councilman Carroll offered the following:

Intermunicipal Agreement for  
Snow Removal and Ice Control Services and  
Roadside Mowing

THE AGREEMENT, dated October 10, 2023 by and between the **COUNTY OF GENESEE**, a municipal corporation having its office and place of business in the County Building, 15 Main Street, Batavia, New York, 14020, hereinafter referred to as the “**County**,” and the **TOWN OF OAKFIELD**, a municipal corporation within the **County of GENESEE**, having its office and place of business at 3219 Drake Street, Oakfield, New York, 14125 hereinafter referred to as the “**Town**.”

**W I T N E S S E T H**

**WHEREAS**, the County owns, operates, and maintains a highway system in the towns and villages of the County; and

**WHEREAS**, the County Superintendent of Highways has general charge and supervision of the work of constructing, improving, repairing and maintaining all County roads; and

**WHEREAS**, County funds may be expended for the control and removal of snow and ice from County roads; and

**WHEREAS**, County funds may be expended for roadside mowing and removal of noxious weeds

along County roads; and

**WHEREAS**, the County desires to enter into an agreement with the Town for snow removal and for salting and treating County roads for the purpose of removing the danger of ice and snow and the mowing along the sides of County roads; and

**WHEREAS**, the Town has appropriate snow and ice removal and mowing equipment and sufficient snow and ice control and mowing personnel to contract with the County for snow and ice control services and roadside mowing services; and

**WHEREAS**, the Town Board has authorized the Agreement by Resolution No. 28-2023, adopted. October 10, 2023.

**NOW THEREFORE**, in consideration of the mutual covenants, agreements, and consideration hereinafter set forth and pursuant to Sections 118-b, 135-a and 142-d of the New York State Highway Law, the parties hereto mutually agree that the Town will provide snow and ice control services and roadside mowing on the County highway system and that the County will reimburse the Town for the provision of these services under a lump sum reimbursement contract.

**I. TERM OF THE AGREEMENT:**

The term of this Agreement shall be for a period of five (5) years beginning January 1, 2024, and expiring on December 31, 2028. The Agreement can be terminated by either party if at least 365 days of notice is provided. The purpose of this provision is to allow the parties to make alternate arrangements for the services provided under the Agreement including, but not limited to, purchasing equipment and hiring labor.

## **II. SCOPE OF WORK:**

This Agreement shall include all activities by the Town upon County roads and roadsides within the Town that are necessary to control snow and ice and roadside mowing, together with all necessary labor, equipment and materials. The contracted activities, which will be routinely performed by all towns, are listed below: (will there be any differences for any Towns)

1. Supervision of Town equipment and trucks on County Roads;
2. Supervisory patrolling of Town equipment and trucks on County Roads;
3. Preparedness for snow and ice control, snow fencing and stockpiling;
4. Plowing of snow from the roadways and shoulders, and/or the application of anti-icing or de-icing materials
5. Treatment of slippery spots, including 'black ice', and bridge decks;
6. Routine benching using plow trucks;
7. Pushing back high banks with other heavy equipment;
8. Roadside mowing along roadways, embankments, and ditches

## **III. SERVICES TO BE PROVIDED:**

### **A. Snow and Ice Control Standards.**

The Town shall provide the basic service elements as outlined in this Agreement and as outlined in the latest revision(s) to the New York State Department of Transportation "Highway Maintenance Guidelines Chapter 5 - for Snow and Ice Control", and as the Guidelines may be further updated/revised from time to time throughout the term of this Agreement; with the exception that the following modifications or clarifications to the Guidelines, and as amended, shall be applicable to this Agreement:

#### **1. Section 5.3200 Snow Control Goals**

Replace the table in subsection 5.3201 and 5.3202 with the following; *The Town shall provide for the middle half width of pavement (wheel tracks) to be bare 4 to 8 hours after the event. If suitable weather conditions allow, the Town shall provide for the full width of the pavement to be bare 12- 24 hours after the event.*

#### **2. Section 5.4405 Guidelines for the use of Salt**

Paragraph F. Spreading speed. Delete the third paragraph and replace with the following;

*Depending on the road and traffic conditions, speeds should be in the range of 15 MPH to 30 MPH.*

#### **3. Section 5.4406 Guidelines for the use of Abrasives.**

Replace paragraph E. Spreading speed with the following;

*The spreading speed should be in the range of about 15 to 30 MPH, depending on traffic and highway surface conditions.*

#### **4. Section 5.8300 Methodology for Passive Snow Control**

Section 5.8301 General. Add the following: *Snow fence - The installation, maintenance and storage of snow fence is not considered a special activity and the County will not provide additional reimbursement. The decision to install snow fence shall be determined by the Town Highway Superintendent.*

##### **B. Sweeping**

At the end of the snow season, the Town shall be responsible to sweep County road sections where abrasive materials have accumulated on the pavement.

##### **C. Operational Plan**

In November of each year, the Town may be required to submit an operational plan (electronic submission is acceptable), which outlines the approach to meet the requirements of this Agreement. If there are no changes from the previous year, a simple statement submitted by the highway superintendent via email referencing the previous years' plans and stating "no change" is sufficient. The County and Town may modify the operational plan by mutual consent.

##### **D. Mutual Aid**

The County agrees to provide additional equipment and work force to assist the Town in unusual storms or events at no penalty or cost to the Town. The Town and County will maintain records and log books of such mutual aid so that it may be communicated with emergency managers and, if needed, disaster recovery reimbursements.

##### **E. Roadside Mowing**

The Town shall provide the basic service elements as outlined in this Agreement and as outlined in the latest revision(s) to the New York State Department of Transportation "Highway Maintenance Guidelines Chapter 3 - for Roadside and Drainage Maintenance", and as the Guidelines may be further updated/revised from time to time throughout the term of this Agreement;

#### **IV. LEVEL OF SERVICE:**

##### **A. Snow and Ice Control.**

The Genesee County plowing and salting lane mileage inventory for each road in the Town will be provided each year. The County shall update this inventory annually as of December of each year. The County shall provide a copy of this amended inventory to the Town for its review and acceptance. The values contained on the annual inventory will be used for the annual calculation for lump sum payment as outlined in this Agreement. For the purpose of this agreement, turning lanes will be accounted for as lane miles and will be converted to centerline miles at half their distance.

**B. Roadside Mowing.**

In general, grass height shall be maintained between 6 and 10 inches in all mowed areas and

extend from the pavement edge a minimum of ten feet on the first mowing and to the right-of-way edge on the second and any additional mowing. Traffic signs shall be clearly visible at all times and sight distance areas shall be mowed to a sufficient width.

**V. PAYMENT:**

In consideration of the performance by the Town, the County agrees to pay to the Town amounts calculated as follows:

**A. Snow and Ice Control.**

The payment for Snow and Ice Control on County Roads shall be lump sum on a per centerline mile basis. The payment shall be recalculated annually using the most current equipment rates as provided by NYSDOT, supervisory rates based upon the average of the Town Highway Superintendent salaries across the County, labor rates based on the Genesee County Highway AFSCME collective bargaining agreement and the annual sodium chloride bid price as awarded by Genesee County. The calculation will assume that each Town is running at least 4 plow trucks to cover their County snow plow mileage. The annual rate will be based on and adjusted annually by the previous 3-year average number of days with at least one inch of snow cover as recorded by the National Weather Service at the Buffalo (BUF) Airport. A sample of the calculation is shown in Exhibit "A". County Highways classified as Touring Routes shall be compensated at 1.5 times the centerline mile rate established annually. For calendar year 2024, the County shall pay to the Town a lump sum payment of \$7,848 per centerline mile for 12.18 miles of County Roads and \$11,772 per centerline mile for 2.00 miles of Touring Routes for a total annual payment of \$119,132.64 to be paid as described in this agreement under Section VI "Method of Payment".

**B. Roadside Mowing.**

The payment for Roadside Mowing on County Roads shall be lump sum on a per centerline mile basis. For calendar year 2024, the County shall pay to the Town a lump sum payment of \$572

per centerline mile for 14.18 miles of County Roads for a total annual payment of \$8,110.96 to be paid as described in this agreement under Section VI "Method of Payment".

## **VI. METHOD OF PAYMENT:**

### **A. Snow and Ice Control.**

The Town shall be reimbursed for services provided in two (2) payments. The first payment shall represent 50% of the Snow & Ice Payment. The first payment shall be made in February of each year of this Agreement. The second and final payment will be made in April and represent the remaining 50% of the Snow & Ice Payment.

### **B. Roadside Mowing.**

The Town shall be reimbursed for services provided in one (1) payment. The payment shall be made in September of each year of this Agreement.

## **VII. NOTICES**

All notices and other communications hereunder shall be in writing and shall be delivered personally,

or by guaranteed overnight delivery, or by registered or certified mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice:

To County, at the following address:

Timothy Hens, P.E.  
Genesee County Superintendent of Highways  
Superintendent 153 Cedar Street  
Batavia, NY 14020  
Phone: (585) 344-8508

To Town, at the following address:

Michael Schultz  
Town of Oakfield Highway  
3219 Drake St  
Oakfield, NY 14125  
Phone: (585) 948-5626

IN WITNESS WHEREOF, the parties have hereunto executed the Agreement the date set forth above.

COUNTY OF GENESEE

TOWN OF OAKFIELD

By: \_\_\_\_\_

By: \_\_\_\_\_

Chairperson of the Legislature

Supervisor

STATE OF NEW YORK) COUNTY  
OF GENESEE) SS:

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence 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.

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Notary Public

STATE OF NEW YORK) COUNTY  
OF GENESEE) SS:

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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Notary Public

**Second:** Councilperson Glor  
**Ayes:** Wolcott, Carroll, Glor  
**APPROVED UNANIMOUS VOTE (3-0)**



**RESOLUTION NO. 29-2023—SNOW REMOVAL AGREEMENT**

Councilperson Glor offered the following:

**SNOW REMOVAL  
AGREEMENT**

THIS AGREEMENT is made on the 14th day of September 2023, 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, 2023, to May 31, 2024.
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, 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 February 29, 2024, the sum of Forty One Thousand Three Hundred Fifty Eight and Ninety Six Cents (\$41,358.96) 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.

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Superintendent of Highways, Town of Oakfield

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Supervisor, Town of

Oakfield Seal:

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Mayor, Village of Oakfield

Seal:

## 2023-2024 SNOWPLOW CONTRACT COMPUTATION

The current contract presented is for a period to run concurrent with Village fiscal year. Contract to run from 6/1/2023 to 5/31/2024.

Contract based on 100% of County rate of \$7,848.00.00 per mile times Village centerline miles of 5.27.

**Second:** Councilman Carroll

**Ayes:** Wolcott, Carroll, Glor

**APPROVED UNANIMOUS VOTE (3-0)**

### **RESOLUTION NO. 30-2023—RENTAL AGREEMENT WITH CLARK PATTERSON LEE**

Councilman Carroll offered the following:

**THIS RENTAL AGREEMENT** dated the 31<sup>st</sup> day of July 2023, by and between the **TOWN OF OAKFIELD**, having offices at 3219 Drake Street Road, Oakfield, New York; herein called the "Landlord", and **CLARK PATTERSON LEE**, having offices at 255 Woodcliff Drive, Suite 200, Fairport, 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 & 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 two offices consisting of approximately 240 square feet combined.
  - b. During the hours of Tenant's operation, use of conference room and Community Room.
  - c. At all times, non-exclusive use of restroom facilities.
2. The premises are leased for a term of one (1) year, to commence on the 1<sup>st</sup> day of August 2023; after one (1) year this agreement will be reassessed.
3. The rent shall be for the sum of one hundred (\$150.00) per office; One thousand eight hundred (\$1,800.00) per year to be paid on or before the 1<sup>st</sup> of September of each year.
4. Either party may terminate the Rental Agreement by providing the other party with written notice on or before July 31<sup>st</sup> of any calendar year.
5. Landlord shall be responsible to pay for any telephone, security system and trash removal contracts.
6. Tenant shall use and occupy the Premises for office activities and to operate it and for no other purpose without written consent of the Landlord.
7. Tenant shall pay rent to Landlord at Landlord's above stated address, or at such other places as Landlord may designate in writing, without demand and without counterclaim, deduction or set off.
8. 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 the Federal, State and Municipal Governments or any other their departments.
9. 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

*"This institution is an equal opportunity provider and employer."*

from the building, common ramps, common hallways within the building of which the least Premises is a part, common parking, sidewalk 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 and exterior walls (and windows), floors, ceiling, and foundation.
  - C. The Landlord shall also be responsible for all maintenances and repairs involving the existing and current configurations for the electrical system, plumbing system, sewage system, heat, and air cooking installations.
  - D. Notwithstanding the foregoing, the Tenant shall reimburse the Landlord for any maintenance, repair, rebuilding, or other costs incurred by the Landlord as the result of damages caused by the action of failure to act by the Tenant, its agents, employees, servants, and invitees.
10. Tenant shall not do any of the following:
- A. Without first obtaining the written consent of Landlord, make any alterations or improvements in, to or about 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.
11. Tenant may not sublease all or any portion of the Premises.
12. 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.
13. 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.
14. In case the leased Premises shall be damaged by fire 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, or 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 the prorated basis for such period of time up to the date to casualty.
15. Tenant is granted the right, in common with the Landlord and other tenants and licenses 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.
16. 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 while in, upon or in any way connected with the leased Premises or use of the common areas, during the term of this Lease or occupancy hereunder.

17. The Landlord shall hold harmless, indemnify and defend Tenant 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 due 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.
18. 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 and 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, Landlord may at any time thereafter resume possession of the Premises by any lawful means and remove Tenant or other occupants and their effects.
19. 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.
20. 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 those 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 untenantable 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 untenantability.
21. 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.
22. If any provision of this Lease shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this Lease or any 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.

23. No representations or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.
24. Landlord has made no representation or promises with respect to the said Premises except as herein expressly set forth. The taking of the 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 were in good and satisfactory condition at the time such possession was taken.
25. Landlord covenants that if, and so long as Tenant pays the rent 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 this Lease.
26. This agreement and the performance of the parties hereunder shall be construed in accordance with and 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 on the date first appearing above.

Town of Oakfield

By: \_\_\_\_\_  
Matthew Martin, Supervisor

Clanee

By: \_\_\_\_\_  
Thomas Carpenter



STATE OF NEW YORK

COUNTY OF ERIE

Notary Public

On the 7-1-23 day of September, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared, Deborah J. Button Vanderwall, personally

known to me or proved to me on the basis of satisfactory evidence 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.

DEBORAH J. BUTTON VANDERWALL

Deborah J. Button Vanderwall  
10

**Notary Public, State of New York**  
Qualified in Monroe County No. 01BU6262840  
**My Commission Expires June 4, 2022**

NOTARY PUBLIC

STATE  
OF  
NEW  
YORK  
COUNTY  
OF  
GENESE  
E}

On the \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared, \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence 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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**Second:** Councilperson Glor

**Ayes:** Wolcott, Carroll, Glor

**APPROVED UNANIMOUS VOTE (3-0)**

**RESOLUTION NO. 31-2023—AUTHORIZE DELINQUENT WATER BILLS TO BE LEVIED AGAINST 2024 TAX WARRANT**

Councilperson Glor offered the following:

**WHEREAS**, the Town Clerk has received a list of all property owners who owe for water rents in Water District # 6 to the Town of Batavia; and

**WHEREAS** Section 229-15 (c) of Town Law stipulates that such amounts owing shall be levied against the property to which the service is rendered.

**NOW, THEREFORE, BE IT RESOLVED**, that the attached list in the amount of \$\_\_\_\_\_Pending\_\_\_\_\_ or as may be amended before final submission to the Genesee County Treasurer, be and is hereby approved for levying against the individuals 2024 tax warrant.

**Second:** Councilman Carroll

**Ayes:** Wolcott, Carroll, Glor

**APPROVED UNANIMOUS VOTE (3-0)**

**SECURITY 101 PROPOSAL**

Tabled until November meeting.

**DEPUTY CLERK**

**MOTION** Councilman Carroll, second Councilperson Glor to allow the hire of a per diem Deputy Clerk.

**Ayes:** Wolcott, Carroll, Glor

**MOTION CARRIED UNANIMOUS VOTE (3-0)**

**2024 PRELIMINARY BUDGET**

**MOTION** Councilperson Glor, second Councilman Carroll to accept the 2024 Tentative as Preliminary.

**Ayes:** Wolcott, Carroll, Glor

**MOTION CARRIED UNANIMOUS VOTE (3-0)**

**SUPERVISOR**

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

**Ayes:** Wolcott, Carroll, Glor

**MOTION CARRIED UNANIMOUS VOTE (3-0)**

**ADJOURNMENT—MOTION** Councilman Carroll, second Councilperson Glor to adjourn the meeting at 7:21 pm.

Respectfully submitted,

Melissa M. Haacke, Town Clerk