

TOWN OF OAKFIELD
REGULAR TOWN BOARD MEETING
NOVEMBER 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
Jamie Lindsley, Oakfield Betterment Committee
Chris M, Oakfield Betterment Committee

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

Minutes of the 2024 Fire Budget, 2024 Town Budget Public Hearing, Special Meeting, and Regular Town Board Meeting of October 10, 2023—**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)

JAMIE LINDSLEY—OAKFIELD BETTERMENT COMMITTEE

Halloween Party went well, was in the Town Park

Christmas—Oakfield Betterment's events will be Friday & Saturday December 1st & 2nd.

Can they use a wagon if they pull it themselves? YES.

Looking to purchase a couple trees for Memorial Park, will Town Highway dig holes? YES.

2024 Eclipse Party, April 8, 2024, in the Town Park. To have food, music, and science items.

CEO/ZEO

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

ASSESSOR

The state has residential trend at 5%.

Finished field review.

SUPERINTENDENT OF HIGHWAYS

ROADWORK UPDATE

Roadside mowing is done.
Will be working on Christmas trees.

BUILDINGS & GROUNDS:

N/A

CEMETERIES:

Two plots sold.
Two cremation burials.

PARKS:

Working on walking path when time allows.
Vandalism will explain.

EQUIPMENT UPDATE:

The new F450 is completed at Valley Fab and will be coming home.
The new 10-wheeler should be done by the end of this month.

LIBRARY:

Boiler inspection passed.

MISCELLANEOUS:

Resolution for the 2009 Mack 10-wheeler with plow equipment and 2009 F350 Pickup declare surplus to go to auction.

RESOLUTION NO. 36-2023—DECLARING TWO HIGHWAY VEHICLES SURPLUS PROPERTY

Councilman Carrol offered the following:

BE RESOLVED that a 2009 Ford F350 Pickup VIN # 1FDWF37569EA04268, and a 2009 Mack GU7 Dump truck VIN # 1M2AX04CX9M004854 including plow equipment will be declared surplus property and be put into auction.

Second: Councilman Kabel

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

APPROVED UNANIMOUS VOTE (5-0)

TOWN CLERK

Abstract 11-2023—MOTION Councilman Glor, second Councilman Kabel to authorize the following:

General Fund	2897-2933	\$22,292.78
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Part Town B	334-337	\$ 1,863.41
Highway DA	1011-1022	\$71,794.17
Highway DB	433-434	\$ 1,431.54
Capital Water/Sewar	48-49	\$55,422.25
	TOTAL	\$152,804.15

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

APPROVED UNANIMOUS VOTE (5-0)

2024 Budget—All required documents have been turned into the county.

2024 Youth Recreation—Maria Thompson from the YMCA met with Town Clerk Haacke to go over application for funding from the Genesee County Youth Bureau. The Town Clerk has an email into the County Youth Bureau as many of the required answers for the grant pertain now to the YMCA.

Mrs. Thompson would like to attend a Town Board meeting to discuss last year's program and looking to start the process for 2024.

Security 101—Town Clerk Haacke spoke with Victor Wainwright from Security 101, he would be willing to meet with some members of the board during the day, or via a conference call or Zoom during a board meeting. This would be to explain updates and what is happening with system moving forward.

RESOLUTION NO. 37-2023—ESTABLISH A HIGHWAY DA5130.1 MACHINERY PERSONAL SERVICE RESERVE ACCOUNT

Councilman Kabel offered the following:

BE IT RESOLVED that a reserve account for the Highway Department MEOs & Laborers will be established for the sole purpose of payouts of accrued compensation for comp time as written in the Men's Contract.

BE IT FURTHER RESOLVED that in the fiscal year 2023 an initial deposit of \$20,000.00 will be transferred from DA fund balance.

Second: Councilman Carroll

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

APPROVED UNANIMOUS VOTE (5-0)

RESOLUTION NO. 38-2023—OFFICE OF COURT FACILITIES LEASE FOR THE TOWN OF ALABAMA

Councilman Carroll offered the following:

OFFICE AND COURT FACILITIES

LEASE AGREEMENT

THIS LEASE, made this 14th day of November, 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:

1. 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:
 - A. 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.
 - 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 Premise is leased for a term of 3 years, to commence on the 1st of January 2024.
3. The rent shall be in the sum of Seven Thousand Dollars (\$7,000.00) per year for 2024, Seven Thousand One Hundred Twenty-Five Dollars (\$7,125.00) in 2025, and Seven Thousand Two Hundred Fifty Dollars (\$7,250.00) in 2026; for three years (3). Monies are to be paid on or before the 15th day of February of each year.
4. Either party may terminate the Lease by providing to the other party written notice on or before December 31st of any calendar year, to be effective on December 31st 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 regarding 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 not 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, electricity, 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 pr 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 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.
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 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 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 on 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: Deputy Supervisor Wolcott
Ayes: Martin, Wolcott, Carroll, Glor, Kabel
APPROVED UNANIMOUS VOTE (5-0)

Christmas trees will be here next week, with the Majestic Lights Ceremony being held on Thursday, November 30th beginning at 6:30 pm.

SEXUAL HARASSMENT & WORKPLACE VIOLENCE TRAINING—training will take place on Thursday, December 7th at noon. This is mandatory.

The town clerk will be out of the office on Thursday, November 16th.

SUPERVISOR'S REPORT

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

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

LIBRARY LIAISON

Councilperson Glor received an email from Carol D'Alba of the Library, all the paperwork went to the Board of Regents for Approval. It is said to be on the December agenda. The library's attorney is to contact the town attorney.

ADJOURNMENT—MOTON Councilman Kabel, second Deputy Supervisor Wolcott to adjourn the meeting at 7:12 pm.

Respectfully submitted,

Melissa M. Hacke,
Town Clerk