

TOWN OF OAKFIELD
REGULAR BOARD MEETING

MAY 13, 2014

ROLL CALL

PRESENT: Supervisor Glor
Deputy Supervisor Veazey
Councilman Cianfrini
Councilman Kabel
Councilman Martin

OTHERS

PRESENT: Town Clerk Haacke
Superintendent of Highways Dennis
Assessor Flansburg
Code/Zoning Officer Mikolajczyk
Jeremy DeLyser, Clark Patterson Lee

Supervisor Glor called the meeting to order at 7:00 pm followed by the Pledge to the Flag.

April 8, 2014 Town Board Minutes: Motion Deputy Supervisor Veazey, second Councilman Cianfrini to approve the minutes as written.

Ayes: Glor, Veazey, Cianfrini, Kabel, Martin

MOTION CARRIED vote (5-0)

CODE & ZONING OFFICER

Mr. Mikolajczyk report is available for review
Eight Water District applications have been received and two have been inspected for WD3
Issued a building permit for a porch
Inspected footers
Issued a building permit for a deck
Issued a Pyrotechnic Permit to the Oakfield Betterment Committee

ASSESSOR

The tentative roll is done
Billing for Water Districts 3, 4, 5 & 6 are all coded and ready for the 2015 budget. Residents may not have water at their house at the time of the tax roll but must bill to cover the BAN payments.

SUPERINTENDENT OF HIGHWAYS

Road Work Update: getting quote on fiber matt on Fisher Road from Lockport to Maltby Road
Getting quote on mix paving Hutton Road from Judge Road to old railroad tracks
Getting quote on mix paving Maple Road from Hutton Road to Village line
Ordered culvert pipe for fixing driveways
Scheduling fixing road side ditch on Hutton Road by USG pong (4 foot pipe wash out) plan on using 2 foot x 2 foot x 6 foot concrete solid blocks

Buildings & Grounds: working on our building expansion; review plan and elevations

Parks: Little League is in full swing

We are keeping trash cans emptied at least once per week

Would like to look at some upgrades to park with our engineers so we can apply for grants as they become available

Mowing started last week

Equipment Update:

RESOLUTION NO. 38 TO PURCHASE A 2014 RUBBER TIRE EXCAVATOR

Deputy Supervisor Veazey offered the following:

WHEREAS, sealed bids were received, Pursuant to New York State General Municipal Law (103) by the Town of Victor, New York and awarded to Milton Cat on May 14, 2014; and

WHEREAS, in accordance with New York State General Municipal Law (103) subdivision 16 this contract is available for use by other Governmental Entities

WHEREAS, funds for this purchase will come from the Highway Department's Appropriations.

NOW, THEREFORE, BE IT RESOLVED, the purchase from Milton Cat in the amount of \$212,591.00 be awarded and the Oakfield Superintendent of Highways is authorized to execute any and all documents for this purchase.

Second by: Councilman Kabel

Ayes: Glor, Veazey, Cianfrini, Kabel, Martin

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 39 AWARDED TRADE IN FOR 2014 WHEELED LOADER

Councilman Kabel offered the following:

WHEREAS, the Town Board of the Town of Oakfield approves trade in for Wheeled Loader Model: 930k High Lift for a purchase cost of \$9,773.00.

WHEREAS, funds for this purchase will come from the Highway Department's Appropriations for year 2014; and

NOW, THEREFORE, BE IT RESOLVED, the purchase from Milton Cat in the amount of \$9,773.00 be awarded and the Superintendent of Highways is authorized to execute any and all documents for this purchase.

Seconded by: Deputy Supervisor Veazey

Ayes: Glor, Veazey, Cianfrini, Kabel, Martin

APPROVED by unanimous vote (5-0)

Trucks are all up to total repair along with the rest of the Highway Equipment

Public Works Update: Batavia Townlines Project; Water District 6 is moving forward

Water District 3 construction going very well

Water District 4 has a few resolutions to present tonight and waiting on SHPPO

Water District 7 Map Plan & Report cost and set public information meeting.

Public Information Meeting is set for Wednesday, May 28th, 2014 at 7:00 pm

Water District 5 is waiting for Water District 4; some material are ordered

We should be looking at laying our sewer districts for future expansion and current needs in the town. Also, creating a sewer district where there is already sewer in the town

Will be making some recommended changes to our water standards

Mark Mikolajczyk and Alan Dennis have been trained on water standards

Library: no report

Miscellaneous:

RESOLUTION NO. 40—INTER AGENCY AGREEMENT WITH COUNTY FOR RADIOS

Councilman Cianfrini offered the following:

INTER-AGENCY AGREEMENT

An Inter-Agency Agreement Permitting the Use of the County of Genesee's Radio System by the Town of Oakfield for Public Safety and Public Service Radio Communication

This Agreement is entered into as of the date of the last signature hereto May 13, 2014 between the County of Genesee ("COUNTY"), with its principal offices at 15 West Main Street, Batavia, New York 14020, and the **Town of Oakfield** ("User"), with its principal offices at **3219 Drake Street Road, Oakfield, New York 14125**. This Agreement is created under the existing laws of the State of New York and the Federal Communications Commission,

RECITALS

WHEREAS, The COUNTY owns and maintains a HARRIS Communications APCO P25 Phase II Enabled Digital 800 MHz / VHF High Band Paging, Public Safety and Public Service Radio System ("Radio System") that provides radio communications coverage for areas within the boundaries of the County of Genesee. The radio system provides communication infrastructure for Radio System portable, mobile and base radio equipment; and

WHEREAS, the COUNTY has been designated as the agency responsible for the integrity, operations, development, and maintenance of the Radio System; and

WHEREAS, the User desires to utilize the COUNTY Radio System for public safety and public service radio communications, and

WHEREAS, the COUNTY Radio **page 1** System will provide interagency radio

communication between the County and User, and

WHEREAS, Part 90 of the Federal Communications Commission Rules and Regulations promote the use of interagency interoperability, and

WHEREAS, the User agrees to abide by all Rules and Regulations set forth by the Federal Communication Commission, including, but not limited to Part 90 for public safety and public service radio communications, and those set by the COUNTY; and

WHEREAS, Inter-governmental cooperation between New York governmental entities, including, but not limited to, Inter-governmental agreements are specifically provided for by law, and units of local government and/or districts where applicable are authorized and encouraged to enter into Inter-governmental cooperation agreements pursuant to General Municipal Law Section 119-0 of the New York Code; and

WHEREAS, the COUNTY and the user have determined that this Inter-Agency agreement is in the best interest to each of them and to the residents and taxpayers within their authorities to execute this agreement.

AGREEMENT

Now, therefore, both parties agree that the above and foregoing recitals background and agreements are incorporated by reference as fully set forth and further agree herein as follows:

1. Use of the System

User wishes to utilize the COUNTY's Radio System for its public safety and public service radio communications coverage and to establish interagency communication with the COUNTY. User agrees to utilize the system in accordance to the rules and regulations of the FCC, the COUNTY, and the State of New York and will operate the Radio System in a professional manner and only for User's official business purposes.

2. Equipment Requirements

The COUNTY is the sole vendor by contract for all terminal equipment for the Radio System and shall be the only entity to purchase equipment or infrastructure for use on the Radio System. All terminal equipment provided by or loaned to the User by the COUNTY shall remain COUNTY property. Subject to the COUNTY's sole approval, User may purchase at its sole expense, additional User equipment, including but not limited to VHF High Band station equipment, siren controllers, relay equipment, third party equipment & accessories, or retransmission equipment, as well as COUNTY terminal equipment upgrades ("Equipment Upgrades"), that will allow User to continue to access the COUNTY's Radio System. As consideration for the COUNTY allowing User access to the Radio System, all User purchased Equipment Upgrades shall be considered co-owned by the COUNTY and User during the Equipment Upgrades manufacturer's warranty period. Upon expiration of the manufacturer warranty for the Equipment Upgrade, User shall own the Equipment Upgrade and shall be fully responsible for the operation, maintenance, repair and replacement of said Equipment Upgrade should the same be necessary, Where necessary, User agrees to repair or replace all User equipment to be used on the Radio System with a COUNTY authorized repair facility, including installation and removal. User agrees that, unless otherwise explicitly provided herein, the COUNTY is not responsible for any equipment provided or purchased by User, its interoperability with the Radio System, or the interoperability of any other User equipment, infrastructure or hardware User is allowed to or intends to use on the Radio System. The User shall only purchase terminal equipment, Equipment Upgrades, and accessories that meet the specifications that may be established by the COUNTY from time to time for use on Radio System.

3. System Access

Access to the Radio System will only be granted after an Inter-Agency agreement has been signed by both parties, the User has agreed to the terms, conditions and restrictions as set forth herein, and the County approves User's access. The COUNTY maintains the right to determine authorized and unauthorized users of the Radio System in accordance with COUNTY policies and procedures both current and future and reserves the right to immediately remove users of the Radio System who in the COUNTY's sole discretion and determination have or may violate FCC and/or the COUNTY's rules and regulations of operation of the Radio System. User agrees

to direct all concerns regarding the Radio System to the COUNTY and/or Emergency Dispatch Center ("EDC"). User agrees that any COUNTY provided terminal equipment requiring repairs or replacement shall be directed to the COUNTY and/or EDC first for inspection. Subject to any valid manufacturer's warranty claim, User shall be responsible for all costs associated with maintenance, repair or replacement of COUNTY provided terminal equipment. All User provided or purchased equipment and all Equipment Upgrades must receive COUNTY approval before User may access the Radio System, which approval shall be at the COUNTY's sole discretion. The COUNTY reserves the right in its sole discretion to limit the quantity of User provided equipment that may access the Radio System. By executing this Agreement, User acknowledges that it is not authorized to monitor the frequencies of the Radio System without a separate written Authorization of the COUNTY in the form attached hereto as an exhibit. Except as otherwise agreed to in a separate writing, the COUNTY will not be responsible for additional User coverage requirements.

4. License

COUNTY shall hold and maintain a Federal Communications Commission license to operate the Genesee County Radio System. User agrees to operate under and comply with all specifications, limitations, requirements and conditions of the COUNTY's license. User agrees that COUNTY, its Sheriff, and/or its Director of Emergency Communications (individually or collectively referred to as "DEC") may monitor all communications on the Radio System to ensure compliance with Part 90 of Title 47 of *the* Code of Federal Regulations (Private Land Mobile Radio Services). DEC reserves the right to rectify any misconduct constituting a violation of Part 90 of the Code of Federal Regulations so as not to jeopardize the COUNTY's FCC license. User agrees that the exercise of a remedy for any such misconduct rests entirely within the discretion of the DEC. User also agrees and understands that said remedies may include an immediate cessation of service and User's access to the Radio System.

5. Non-Interference

User agrees and warrants that its use of the Radio System shall not cause interference to or with other users of the Radio System, including the COUNTY. User also agrees not to install any infrastructure that will cause coverage interference to the Radio System. Further, if there is interference, User shall immediately and without delay, remove such interference upon request of the DEC.

6. Agreement Term and Termination

6.1 This agreement shall commence upon the Effective Date and shall continue for a period of five (5) years (the "Initial Term"). Unless written notice is provided not less than sixty (60) days prior to the expiration of the Initial Term, this Agreement shall automatically renew for three (3) consecutive five (5) year terms until terminated by either party by providing at least sixty (60) days' written notice to the other party prior to the commencement of any subsequent renewal term.

6.2 Additionally, either party shall have absolute right to terminate this Agreement without cause upon ninety (90) days written notice to the other. The COUNTY shall have the right to terminate

this Agreement with cause upon sixty (60) days written notice to the User. For purposes of this Paragraph, termination with cause includes but is not limited breach or violation of any of the terms or provision of this Agreement or COUNTY's FCC license, violation of any COUNTY licensing agreement with any third party, vendor, or misuse or unauthorized use of the Radio System.

7. Warranties, Liabilities and Indemnification

7.1 EXCEPT AS SET FORTH ABOVE, COUNTY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR THE RELIABILITY OR ADEQUACY OF COVERAGE OF THE RADIO SYSTEM OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. The COUNTY makes no claim that User's purchased or provided equipment, upgrades, or legacy equipment shall work with the Radio System. The COUNTY further makes no warranty that the Radio System shall remain operational at all times without interruption or be error free. In no event shall COUNTY be liable to User or any other party for any indirect, incidental, special, exemplary or consequential damages, including, without limitation damages attributed to any malfunction of the Radio System; regardless of the cause of action, arising out of or in connection with a party's performance under this Agreement or COUNTY's Radio System, even if a party has been advised of the possibility of such damages. User waives any claim against COUNTY for punitive or exemplary damages. The COUNTY is not liable for and User assumes full risk of any claims, damages, or attorney's fees of every kind for injury to or death of any person and for damages to or loss of property arising in whole or in part, directly or indirectly as a result of this Agreement, the User's access to the Radio System, or User's operations under this Agreement. Subject to the terms and conditions of this Agreement, the COUNTY's liability for all claims brought under this Agreement or relating to users of the Radio System, regardless of the form or cause of action, shall be limited to direct damages, which shall not exceed the amounts paid to the COUNTY, if any, hereunder. User's right to recover damages within the limitation as specified above is User's exclusive alternative remedy in the event that any other contractual remedy fails of it essential purpose. Any legal action arising from or in connection with any defect or failure in the performance or nonperformance of any service provided by COUNTY, must be brought within one (1) year after the event giving rise to such action. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. The User acknowledges that the COUNTY allowing the User to access the Radio System is made in reliance upon the limitations of liability and the disclaimers of warranties and damages as set forth herein, and that this is an essential basis of the bargain between the parties.

7.2 User agrees to defend themselves in any actions or disputes brought against the User in connection with or as the result of this Agreement and agrees to defend, indemnify and hold COUNTY harmless and free from any and all claims, suits, liabilities of any kind whatsoever resulting from the acts or conduct of the User, its agents or representatives, or employees in the performance of this Agreement or in the furtherance thereof, including reasonable attorney's fees. Further, the User shall annually provide to COUNTY certificates of insurance detailing the User actual coverages in force and effect during the term of this Agreement in amounts acceptable to the COUNTY. COUNTY, its agents and employees shall be endorsed as additional insureds on application policies subject to this Agreement. The insurance shall

9. Assignment

Neither party shall assign any right or obligation under this Agreement without the other party's prior written consent. Any attempted assignment shall be void.

10. Force Majeure

Neither party, nor their respective employees or agents, shall be liable in any way for delays, failure in performance, loss or damage due to any force majeure conditions, including but not limited to labor strikes or labor disputes, acts of God, civil riot restrictions by government authority, and any other causes beyond that party's reasonable control.

11. General

(a) Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right hereunder shall not be construed as a continuing or future waiver of such term, condition right or privilege.

(b) No third party shall have any rights under this Agreement as a third party beneficiary.

(c) The User represents that it has all requisite authority (corporate or otherwise) to enter into and perform its obligations under this Agreement and User has consulted with legal counsel and enters into this Agreement in its own best interests.

(d) The User's rights and remedies set forth in this Agreement shall be the User's exclusive remedies, regardless of the cause of action, for the breach of this Agreement.

(e) Each party shall comply with all federal, state and local laws, rules and regulations applicable to its performance under this Agreement,

(f) If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a mutually agreeable valid and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

(g) This Agreement shall *be* governed by the substantive laws of the State of New York.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof superseding all previous understandings and communications, oral and written, between the parties. This Agreement may not be modified except by an instrument in writing signed by a duly authorized representative of each of the parties. The terms of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any invoice, purchase order or any other such document subsequently submitted by either party hereunder.

provide for written notice to be sent to COUNTY within thirty (30) days of any cancellation or material change of said coverages. Said notice shall be sent to:

**Genesee County Sheriff
Genesee County Sheriffs Office
165 Park Road
Batavia, New York 14020**

With Copy to:

**County of Genesee
Genesee County
Attorney 7 Main Street
Batavia, New York 14020**

The initial certificate of insurance shall accompany the executed copy of this

Agreement. 8. Notices

Notices given by one party to the other under this Agreement shall be in writing and shall be delivered personally, sent by express delivery service, certified mail or first class U.S. mail postage prepaid and addressed to the respective parties as follows:

**To COUNTY: Genesee County Sheriff
 Genesee County Sheriffs Office
 165 Park Road
 Batavia, New York 14020**

With copy to:
**County of Genesee
Genesee County Attorney
7 Main Street
Batavia, New York 14020**

To User:

or to such other address as either party shall designate by proper notice. Notices will be deemed given as of the earlier of a) the date of actual receipt, b) the next business day when notice is sent via express mail or personal delivery or c) three (3) days after mailing in the case of first class or certified U.S. mail.

IN WITNESS WHEREOF, the parties hereto have caused this Inter-Agency Agreement to be executed by their duly authorized representative as of the date of the last signature below.

Genesee County (User) _____

By: _____ **By:** _____

Printed Name: _____ **Printed Name:** _____

Title: _____ **Title:** _____

Seconded by: Deputy Supervisor Veazey

Ayes: Glor, Veazey, Cianfrini, Kabel, Martin

MOTION CARRIED vote (5-0)

New Town 2015 Pick-up will be delivered Thursday morning
Add-ons from Viking for new pick-up is being scheduled
Need to set up meeting on possible housing development plan areas for Town of Oakfield
Will be trying to set up an information meeting with the Village of Oakfield, Town of Oakfield, Town of Alabama, GCEDC and County Legislature Chair on where we stand on upgrades to water, comprehensive plan, smart growth and STAMP
Tim came through surgery well; we will be a man short all summer through late August
Doug Harloff started and is working out great
Landfill so far is being covered with supervision on the 1st and 3rd Saturdays of each month
Joint meeting May 21st, 2014 at the Town Hall with County Planning Board
Town lines Water Project meeting is Tuesday, June 24th from 11am-1 pm at Town of Batavia
Meeting at Clark Patterson Offices; they have offered two dates May 21st or May 30th at 10:00 am

TOWN CLERK

Abstact No. 5-2014: Motion Deputy Supervisor Veazey, second Councilman Cianfrini to authorize the following:

General Fund	108-151	\$10,291.75
Highway DA	53-67	\$22,561.53
Highway DB	12-19	\$ 3,233.48
Part Town B	9-13	\$ 1,275.54
Water District	2	\$96,553.04
Special Districts	20	\$ 272.00
TOTAL		\$134,187.34

Ayes: Glor, Veazey, Cianfrini, Kabel, Martin

MOTION CARRIED unanimous vote (5-0)

RESOLUTION NO. 40—NEW YORK STATE RETIREMENT STANDARD WORK DAY

Councilman Kabel offered the following:

NYS RETIREMENT REPORTING

BE IT RESOLVED, that the Town Board of the Town of Oakfield be and hereby establishes the following as a standard work day for elected and appointed officials for the purpose of determining days worked reportable to the New York State and Local Employees' Retirement System:

ALL ELECTED OFFICIALS

**Supervisor
Councilperson**

A flexible work schedule consisting of a minimum of 20 hours per month.

Town Clerk/Tax Collector

Five day work week, six hour day.

Superintendent of Highways

Five day work week, eight hour day.

APPOINTED OFFICIALS

**Assessor
Court Clerk
Code/Zoning Officer
Deputy Town Clerk**

Two day work week, six hour day; and

Dated: May 13, 2014

I Melissa M. Haacke, clerk of the Town of Oakfield of the County of Genesee of the State of New York, certify that the full Board consists of five (5) members, and that five (5) of such members were present at such meeting and that five (5) of such members voted in favor of the above resolution.

Seconded by: Councilman Martin

Ayes: Glor, Veazey, Cianfrini, Kabel, Martin

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 42—TOWN OF OAKFIELD IN OPPOSITION TO EXPANDING NATIVE AMERICAN CASINO GAMING IN WESTERN NEW YORK

Councilman Cianfrini offered the following:

**TOWN OF OAKFIELD RESOLUTION IN OPPOSITION TO EXPANDING
NATIVE AMERICAN CASINO GAMING IN WESTERN NEW YORK**

WHEREAS, the Town of Oakfield, New York is a picturesque and diverse town in Genesee County with a population of approximately 5063, and

WHEREAS, Oakfield is a vibrant community with an outstanding quality of life, beautiful scenery, rich history and strong sense of community, and

WHEREAS, Oakfield also enjoys a reputation for excellent services, including a first rate educational system, and

WHEREAS, maintaining of the high quality of life expected by the residents of the Town of Oakfield is of the utmost importance to this board, and

WHEREAS, Batavia Downs Gaming and Western Region Off Track Betting Corporation are located in the City of Batavia in Genesee County, and

WHEREAS, Genesee County is one of 15 counties in Western New York that own Western Region Off Track Betting Corporation, and

WHEREAS, as one of the municipal "stockholders" in WROTB, Genesee County has a *pro-rata* financial interest in the \$69 million of net equity re-invested in WROTB's 29-plus corporately-owned branch facilities and the track and gaming at Batavia Downs, and

WHEREAS, since its inception, WROTB has generated over \$215 million in operating and surcharge revenues to the taxpayers of those participating municipalities, including Genesee County, and

WHEREAS, the Seneca Nation has initiated a process to locate a full Las Vegas-style gaming casino in the region, and

WHEREAS, an additional casino in Western New York will place in great jeopardy the sustainability of Batavia Downs Gaming, thus negatively impacting Genesee county's financial interest and investment in WROTB, and

WHEREAS, the Genesee County Legislature recently passed legislation opposed to the expansion of casino gaming as such an expansion would have likely lead to the reduction or elimination of WROTB's annual payment to Genesee County, and this board does support the county's position on this issue, therefore be it

RESOLVED, that the Oakfield Town Board does hereby join the Genesee County Legislature in opposing the location of an additional casino located in the region owned and operated by the Seneca Nation, and be it further

RESOLVED, that copies of this resolution be sent to Senator Ranzenhofer, Assemblyman Hawley, Congressman Collins, US Senator Schumer, US Senator Gillibrand, and US Department of Interior Secretary Jewell and be it further

Dated: May 14, 2014

Respectfully submitted,

Melissa M. Haacke, Town Clerk

Seconded by: Councilman Martin
Ayes: Glor, Veazey, Cianfrini, Kabel, Martin
APPROVED by unanimous vote (5-0)

RESOLUTION NO. 43—ACCEPTING PETITIONS FOR WATER DISTRICT NO. 6

Deputy Supervisor Veazey offered the following:

Whereas, petitions for Water District No. 6 were filed in the Town Clerk's office on April 28th, 2014; and

THEREFORE, BE IT RESOLVED that the Town Board of the Town of Oakfield hereby accepts these petitions for water and will set the Order for Public Hearing on the Establishment of Water District No. 6 for a portion of the Town of Oakfield.

Seconded by: Councilman Kabel
Ayes: Glor, Veazey, Cianfrini, Kabel, Martin
APPROVED by unanimous vote (5-0)

RESOLUTION NO. 44—ORDER FOR PUBLIC HEARING ON ESTABLISHMENT OF WATER DISTRICT NO. 6 FOR A PORTION OF THE TOWN OF OAKFIELD

Councilman Martin offered the following:

**ORDER FOR PUBLIC HEARING ON ESTABLISHMENT OF
WATER DISTRICT NO. 6 FOR A PORTION OF THE TOWN OF OAKFIELD**

WHEREAS, the Town Board of the Town of Oakfield, New York, has duly adopted a Resolution directing the Supervisor of the Town of Oakfield to file a Map, Plan and Report for providing the facilities, improvements or services in a portion of the Town of Oakfield, where a water district is proposed to be established; and said Map, Plan and Report has been filed in the office of the Town Clerk of the Town of Oakfield on March 27, 2014, and

WHEREAS, a "Petition to Request Water District" was filed in the Oakfield Town Clerk's Office on April 28, 2014, signed by the required number of property owners within the proposed district, namely, pursuant to the latest completed assessment roll of the Town of Oakfield, the owners of taxable real property located in the proposed Water District No. 6 owning in the aggregate at least one-half of the

assessed valuation of all of the taxable real property of the proposed Water District; and also constituting the signatures of resident owners who own taxable real property aggregating at least one-half of the assessed valuation of all of the taxable real property of the proposed Water District owned by residents, and

WHEREAS, the boundaries of the proposed water district are as follows:

See **EXHIBIT A** attached hereto.

WHEREAS, the improvements proposed consists of the construction and installation of eight (8) inch and twelve (12) inch water main along portions of Batavia-Oakfield Townline Road, Hutton Road, Lewiston Road, Fisher Road and Batavia-Elba Townline Road; together with all related right-of-way costs, site work and other ancillary work, including hydrants, valves, apparatus, and other improvements and costs incidental thereto (referred to herein as “water improvement”), and

WHEREAS, the maximum amount proposed to be expended for such water improvement is \$1,268,248.00, which is planned to be financed by a conventional bank loan at a 3% interest rate for a 38 year term with no grant, in an amount not to exceed \$1,268,248.00, and

WHEREAS, the proposed annual debt service (assuming 78 units) is estimated to be approximately \$723.00 per typical property user in the proposed district, which is a single family home, and

WHEREAS, a typical household uses 61,000 gallons of water per year and the estimated cost of the water to be purchased by the water district’s users is a total of \$4.47 per 1,000 gallons used, to be purchased from the County of Genesee; thereby the average household can expect to additionally pay approximately \$273.00 per year for water purchase above and beyond the debt service, and

WHEREAS, based upon the foregoing estimates, the total annual cost of the typical property in the proposed district is estimated to be \$996.00 per year, and

WHEREAS, payment of the debt service will be made by levy and collection of special assessments from the several lots and parcels of lands within the water district, which the Town Board shall determine and specify to be specially benefited thereby, so much upon and from each as such shall

be in just proportion of the amount of benefit conferred upon the same, to pay the principal of and interest on said bonds, as the same shall become due and payable, and

WHEREAS, each property will also have to pay for service from their home to the road right-of-way, incurring estimated one time costs of approximately \$8.00-\$20.00 per linear feet of pipe, plus potential well abandonment or separation charges of approximately \$200.00-\$600.00; as well as any internal plumbing charges, and

WHEREAS, the improvements for the proposed Town of Oakfield Water District No. 6 will be part of a joint Project by and among the Towns of Oakfield, Elba and Batavia, referred to as the Townline Water Project, (hereinafter referred to as the "Project"), and

WHEREAS, the Project will consist of constructing approximately 104,700 linear feet of new eight-inch and twelve-inch diameter water main along the Batavia-Oakfield Townline Road, Hutton Road, Lewiston Road, Fisher Road, Batavia-Elba Townline Road, Pekin Road, Oak Orchard Road, State Street Road, Bank Street Road, Norton Road, and Batavia-Stafford Townline Road; which includes installation along portions of Roads located within each of the three Towns, as well as along the boundary of the Town of Batavia with the other two Towns of Oakfield and Elba, and

WHEREAS, the new water main within the Project area will serve approximately a total of 310 units, and

WHEREAS, the Map, Plan and Report describing such improvements and the joint Project, is on file in the office of the Town Clerk of the Town of Oakfield and available for public inspection, and it is

ORDERED, that the Town Board of the Town of Oakfield, New York, shall meet at the Town Hall, located at 3219 Drake Street, Oakfield, New York on the 28th day of May, 2014, at 6:30 p.m. for the purpose of conducting a public hearing on the proposal to establish said water district with the improvements specified herein, at which time and place all persons interested in the subject thereof may be heard concerning the same, and it is further

ORDERED, that the Town Clerk of the Town of Oakfield is hereby authorized and directed to publish a copy of this Order in The Daily News, to post a copy of the same on the signboard of the Town

of Oakfield, and to mail a copy to all owners of property located within the proposed water district, in the time and manner required by law.

DATED: May 13, 2014

SECONDED BY: Deputy Supervisor Veazey

Ayes: Glor, Veazey, Cianfrini, Kabel, Martin

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 45—WATER DISTRICT NO. 5 (REVISED 2014) SEQR RESOLUTION-NEGATIVE DECLARATION

Councilman Cianfrini offered the following:

TOWN OF OAKFIELD

WATER DISTRICT NO. 5 (REVISED 2014)

SEQR RESOLUTION - NEGATIVE DECLARATION

At the meeting of the Oakfield Town Board held on May 13, 2014, Councilman Cianfrini moved adoption of the following resolution; Councilman Kabel seconded the motion and was passed.

WHEREAS,

- 1) In accordance with the New York State Environmental Quality Review regulations (SEQR), the Town Board of the Town of Oakfield announced its intent to serve as Lead Agency on March 11, 2014, to conduct an environmental review of public water supply improvements within the service area of Water District No. 5 (Revised 2014). The project will ensure a safe and reliable potable water supply and fire protection for residents along Lockport Road, between Bliss Road and the Oakfield/Alabama town line.
- 2) The Town Board has determined that the proposed action is a Type I action as defined under SEQR, as the action requires approval of plans by the NYS Department of Health and as portions of the project are located in an Genesee County Agricultural District.

- 3) The Town Board, in its capacity of Lead Agency, has caused to be prepared an environmental assessment of the significance of and potential environmental impact of the action described above.
- 4) On April 2, 2014, the Town Board notified the Involved Agencies of its intention to act as Lead Agency for this project and circulated Part 1 of the full Environmental Assessment Form. None of the Involved Agencies objected to the Oakfield Town Board acting as Lead Agency.

NOW THEREFORE BE IT RESOLVED,

The Town Board of the Town of Oakfield declares that it will serve as Lead Agency for the water system improvements proposed in Water District No. 5 (Revised 2014); and,

The Town Board declares that, based on the Environmental Record which has been prepared, the project will not result in any large and important impacts, and therefore, will not have a significant adverse impact on the environment. A Negative Declaration under SEQR is therefore issued for this project, and no environmental impact statement need be prepared.

STATE OF NEW YORK:

COUNTY OF GENESEE: ss

TOWN OF OAKFIELD:

I, Melissa Haacke, Town Clerk of the Town of Oakfield, County of Genesee and State of New York, DO HEREBY CERTIFY that I have compared the foregoing resolution duly adopted by the Town Board of the Town of Oakfield on the 13th day of May, 2014, with the original now on file in my office, and the same is a correct and true copy of said resolution and of the whole thereof.

Date: _____

Melissa Haacke, Town Clerk

(SEAL)

Seconded by: Councilman Kabel
Ayes: Glor, Veazey, Cianfrini, Kabel, Martin
APPROVED by unanimous vote (5-0)

RESOLUTION NO. 46—FINAL ORDER ESTABLISHING WATER DISTRICT NO. 4 MAY 13, 2014

Councilman Kabel offered the following:

A meeting of the Town Board of the Town of Oakfield, in the County of Genesee, State of New York, was held at the Town Hall, in the Town, on May 13, 2014.

PRESENT:

Hon. Carol Glor, Supervisor

James Veazey, Councilperson

Michael Cianfrini, Councilperson

Timothy Kabel, Councilperson

Matthew Martin, Councilperson

In the Matter of the Establishment of Water District No. 4, in the Town of Oakfield, in the County of Genesee, New York, pursuant to Article 12 of the Town Law.

**FINAL ORDER ESTABLISHING
WATER DISTRICT NO. 4
MAY 13, 2014**

WHEREAS, the Oakfield Town Board (herein called “Town Board” and “Town”, respectively), in the County of Genesee, New York, has received a petition pursuant to Section 191 of the Town Law, for the establishment of Water District No. 4 (the “District”), which petition was signed by a number of owners within the District, and was greater than the percentage required by law; and

WHEREAS, such petition was accompanied by a map, plan and report, dated March 2013, prepared by Clark Patterson Lee, competent engineers duly licensed by the State of New York, for the establishment of the District; and

WHEREAS, such map, plan and report is on file at the office of the Town Clerk, and available for public inspection at said location; and

WHEREAS, said proposed improvements consist of a project to provide a safe and reliable potable water supply and fire protection in the proposed District; and

WHEREAS, the overall project will consist of the construction and installation of approximately 42,600 linear feet of eight inch water main along portions of Albion Road, Fisher Road, Maltby Road and Lockport Road; together with all related right-of-way costs, site work and other ancillary work, including hydrants, valves, apparatus, and other improvements and costs incidental thereto (referred to herein as “water improvement”); and

WHEREAS, the estimated maximum amount proposed to be expended for the construction of such District is estimated to be \$2,423,000; and

WHEREAS, pursuant to the Order duly adopted on May 14, 2013, the Town Board determined to proceed with the proposed establishment of the District and adopted an Order reciting a description of the boundaries of the District, the improvements proposed, the maximum amount proposed to be expended for the construction of water improvements in connection with the establishment of the District, the proposed method of financing to be employed, the fact that a map, plan and report describing the same is on file in the Town Clerk’s office and is available for public inspection and specifying June 11, 2013, at 6:30 o’clock p.m. (Prevailing Time) as the time when the Town Board would meet to consider the proposed establishment of the District and to hear all persons interested in the subject thereof concerning the same, and for such other action on the part of the Town Board in relation thereto, as may be required by law; and

WHEREAS, following publication and posting of certified copies of said Order pursuant to Article 12 of the Town Law and after a public hearing duly held by the Town Board at the time and place herein referred to, the Town Board, by resolution duly adopted June 11, 2013, determined that the Petition to Request the Water District was signed and acknowledged or proved or authenticated, as required by law, and was otherwise sufficient, the notice of public hearing was published and posted as required by law and was otherwise sufficient, that all the property and property owners included within the proposed District were benefited thereby, that all the property and property owners benefited were included within the limits of the proposed District, that it was in the public interest to establish the District and approved the establishment of the District and the construction of water improvements in connection with the District as hereinabove described at an estimated maximum cost of \$2,423,000; and

WHEREAS, the plan of financing is for the issuance of serial bonds in an aggregate amount not to exceed \$2,423,000, said amount to be offset by the receipt of any federal, state, county and/or local funds and unless paid from other sources or charges, the costs for the establishment of the District will be by the assessment, levy and collection of special assessments from the several lots and parcels of land within the District, which the Town Board shall determine to be especially benefited by said District, so much upon and from each as shall be in just proportion to the amount of benefit which the District shall confer upon the same, to pay the principal of and interest on said bonds as the same shall become due and payable; and

WHEREAS, permission of the State Comptroller was required with respect to the establishment of the District and the Town submitted an application to the Office of the State Comptroller, Department of Audit and Control; and

WHEREAS, the Office of the State Comptroller, Department of Audit and Control reviewed said application and on December 16, 2013, the State Comptroller issued an order that such application of the Town Board of the Town of Oakfield for permission to establish Water District No. 4 was approved and permitted the establishment of said District in accordance with the description referred to in a resolution of June 11, 2013, at an estimated maximum cost of \$2,423,000;

NOW, THEREFORE, be it

ORDERED, that the establishment of the District is hereby approved, in the Town of Oakfield, to be known as Water District No. 4 in the Town of Oakfield, situate wholly outside of any incorporated village or city, and is bounded and described as follows:

[PLEASE INSERT LEGAL DESCRIPTION]

and be it further:

ORDERED, that the District hereinabove referred to shall be constructed as set forth in the Order Calling the Public Hearing dated (May 14, 2013) and the resolution (adopted on June 11, 2013), at an estimated maximum cost of \$2,423,000, and the plan of financing is by the issuance of serial bonds in an aggregate amount not to exceed \$2,423,000, said amount to be offset by the receipt of any federal, state, county and/or local funds and unless paid from other sources or charges, the costs of the establishment of the District shall be paid by the assessment, levy and collection of the special assessments from the several lots and parcels of land within the District, which the Town Board shall determine to be especially benefited by said District, so much upon and from each as shall be in just proportion to the amount of benefit which the District shall confer upon the same, to pay the principal of and interest on said bonds as the same shall become due and payable, except as provided by law; and be it further

ORDERED, that within ten days after adoption of this Order, the Town Clerk shall record with the Clerk of the County of Genesee and file with the Department of Audit and Control in Albany, New York copies of this Order, certified by the Town Clerk

Dated: May 13, 2014

TOWN BOARD OF THE
TOWN OF OAKFIELD

Seconded by: Councilman Cianfrini

The question of the adoption of the foregoing order was duly put to vote on a roll call, which resulted as follows:

AYES: Glor, Veazey, Cianfrini, Kabel, Martin

NOES: N/A

ABSENT: N/A

The foregoing order was thereupon declared duly adopted.

CLERK’S CERTIFICATE

STATE OF NEW YORK)
)SS:
COUNTY OF GENESEE)

I the undersigned Town Clerk of the Town of Oakfield, in the County of Genesee, State of New York, DO HEREBY CERTIFY that I have compared the preceding Final Order Establishing District with the original thereof filed in my office on the ___ day of May, 2014, and that the same is a true and correct copy of said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town this _____ day of May, 2014.

Melissa M. Haacke, Town Clerk

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 47—BOND RESOLUTION FOR WATER DISTRICT NO. 4

Councilman Martin offered the following:

A BOND RESOLUTION, DATED MAY 13, 2014, OF THE TOWN BOARD OF THE TOWN OF OAKFIELD, GENESEE COUNTY, NEW YORK (THE “TOWN”), AUTHORIZING A CAPITAL IMPROVEMENTS PROJECT IN THE TOWN OF OAKFIELD WATER DISTRICT NO. 4, AT AN ESTIMATED MAXIMUM COST OF \$2,423,000 AND AUTHORIZING THE ISSUANCE OF SERIAL BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$2,423,000, OFFSET BY ANY FEDERAL, STATE, COUNTY AND/OR LOCAL FUNDS RECEIVED BY THE TOWN, PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE SAID PURPOSE AND DELEGATING THE POWER TO ISSUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE SALE OF SUCH BONDS TO THE TOWN SUPERVISOR.

WHEREAS, the Town Board of the Town of Oakfield, Genesee County, New York (the “Town”), pursuant to Article 12 of the Town Law, created a water district designated and known as the “Water District No. 4” (the “District”); and

WHEREAS, the Town Board desires to undertake a water system capital improvements project (the "Project") generally consisting of the construction of the infrastructure for the District; and

WHEREAS, by Resolutions the Town Board took the following actions with respect to the Project:(a) prepared maps, plans and reports and identified the boundaries for the District and the Project, (b) held public hearings with respect to the Project, (c) determined that the Project would not have a significant effect on the environment under Article 8 of the Environmental Conservation Law, (d) determined that the requirements of Article 12 of the Town Law had been satisfied with respect to the Project and further determined to undertake the Project and (e) received permission to establish the District from the New York State Comptroller; and

WHEREAS, the Town Board desires to issue obligations of the Town to finance the costs of the Project;

NOW, THEREFORE, be it

RESOLVED, by the Town Board (by the favorable vote of not less than two-thirds of all the members of the Board) as follows:

SECTION 1: The specific purpose (hereinafter referred to as "purpose") to be financed pursuant to this resolution is a certain capital improvements project consisting of the construction and installation of approximately 42,600 linear feet of eight inch water main along portions of Albion Road, Fisher Road, Maltby Road and Lockport Road, together with all related right-of-way costs, site work and other ancillary work, including hydrants, valves, apparatus, and other improvements and costs incidental thereto for the foregoing purpose. The estimated maximum cost of said purpose is \$2,423,000.

SECTION 2: The Town Board plans to finance the estimated maximum cost of said purpose by the issuance of serial bonds in an aggregate amount not to exceed \$2,423,000 of the Town, said amount to be offset by the receipt of any federal, state, county and/or local funds received including, but not limited to, a USDA Rural Development Agency grant of approximately \$750,000, and, unless paid from other sources or charges, the costs of said purpose shall be paid by the assessment, levy and collection of special assessments from the several lots and parcels of land within the District, which the Town Board shall determine and specify to be especially benefited thereby, so much upon and from each as shall be in just proportion to the amount of benefit conferred upon the same, to pay the principal of and interest on said bonds as the same shall become due and payable, except as provided by law.

SECTION 3: It is hereby determined that said purpose is an object or purpose described in subdivision 1 of paragraph (a) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of said purpose is 40 years.

SECTION 4: Current funds are not required to be provided prior to the issuance of the bonds authorized by this resolution or any notes issued in anticipation of the sale of said bonds.

SECTION 5: It is hereby determined the proposed maturity of the obligations authorized by this resolution will be in excess of five years.

SECTION 6: The faith and credit of the Town are hereby irrevocably pledged for the payment of the principal of and interest on such bonds (and any bond anticipation notes issued in anticipation of the sale of such bonds) as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds or notes becoming due and payable in such year. Unless paid from other sources or charges, the costs of said establishment of the District shall be paid by the assessment, levy and collection of special assessments from the several lots and parcels of land within the District which the Town Board shall determine and specify to be especially benefited thereby, so much upon and from each as shall be in just proportion to the amount of benefit conferred upon the same, to pay the principal of and interest on such bonds or notes as the same become due and payable, except as provided by law.

SECTION 7: Subject to the provisions of this resolution and of the Local Finance Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00 and Section 63.00 of the Local Finance Law, the powers and duties of the Town Board pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the Town Supervisor, the chief fiscal officer of the Town. Without in any way limiting the scope of the foregoing delegation of powers, the Town Supervisor, to the extent permitted by Section 58.00(f) of the Local Finance Law, is specifically authorized to accept bids submitted in electronic format for any bonds or notes of the Town.

SECTION 8: The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the purpose or purposes described in Section 1 of this resolution. The Town then reasonably expects to reimburse any such expenditures (to the extent made after the date hereof or within 60 days prior to the date hereof) with the proceeds of the bonds authorized by Section 2 of this resolution (or with the proceeds of any bond anticipation notes issued in anticipation of the sale of such bonds). This resolution shall constitute the declaration of the Town's "official intent" to reimburse the expenditures authorized by Section 2 hereof with such bond or note proceeds, as required by United States Treasury Regulations Section 1.150-2.

SECTION 9: The Town Supervisor is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution, and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution, and any notes issued in anticipation thereof as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

SECTION 10: The Town Supervisor is further authorized to enter into a continuing disclosure agreement with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 11: The Town has complied with applicable federal, state and local laws and regulations regarding environmental matters, including compliance with the New York State Environmental Quality Review Act ("SEQRA"), comprising Article 8 of the Environmental Conservation Law and, in connection therewith, duly issued a negative declaration and/or other applicable documentation, and therefore, no further action under the State Environmental Quality Review Act is necessary.

SECTION 12: The Town Supervisor is hereby authorized to execute and deliver in the name and on behalf of the Town a project financing agreement prepared by the New York State Environmental Facilities Corporation ("EFC") (the "SRF Project Financing Agreement"). The Town Supervisor and all other officers, employees and agents of the Town are hereby authorized and directed for and on behalf of the Town to execute and deliver all certificates and other documents, perform all acts and do all things required or contemplated to be executed, performed or done by this resolution or any document or agreement approved hereby, including, but not limited to, the SRF Project Financing Agreement.

SECTION 13: In the absence or unavailability of the Town Supervisor, the Deputy Supervisor is hereby specifically authorized to exercise the powers delegated to the Town Supervisor in this resolution.

SECTION 14: The validity of said serial bonds or of any bond anticipation notes issued in anticipation of the sale of said serial bonds may be contested only if:

(1) (a) Such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or

(b) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and

an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication; or

(2) Said obligations are authorized in violation of the provisions of the Constitution of New York.

SECTION 15: The Town Clerk is hereby authorized and directed to publish this resolution, or a summary thereof, together with a notice in substantially the form provided by Section 81.00 of said Local Finance Law, in a newspaper having a general circulation in the Town and hereby designated as the official newspaper of the Town for such publication.

SECTION 16: This resolution is effective immediately.

Seconded by: Deputy Supervisor Veazey

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

AYES: Glor, Veazey, Cianfrini, Kabel, Martin

NOES: N/A

ABSENT: N/A

APPROVED by unanimous vote (5-0)

Dog license renewals will go out at the end of the month.

SUPERVISOR

The Supervisor's report is available for review

GAM REPORT

The speakers were Dan Ireland from UMMC and Margie Ferantino from Mercy Flight. Mercy Flight would like to change the contract from two years to five years; and make the contract concurrent to their fiscal year.

RESOLUTION NO. 48—FIVE YEAR AGREEMENT WITH MERCY FLIGHT

Councilman Cianfrini offered the following:

RESOLVED, that the Town Board of the Town of Oakfield will sign a five (5) year agreement with Mercy Flight for their services, commencing July 2014.

Seconded by: Deputy Supervisor Veazey

Ayes: Glor, Veazey, Cianfrini, Kabel, Martin

APPROVED by unanimous vote (5-0)

RESOLUTION NO. 49—VFW FLAG PURCHASE FOR MEMORIAL DAY

Deputy Supervisor Veazey offered the following:

RESOLVED, that the VFW each year purchases flags for the Veterans of our cemeteries; the 2014 bill is \$43.70 which shall be paid the VFW.

Seconded by: Councilman Kabel

Ayes: Glor, Veazey, Cianfrini, Kabel, Martin

APPROVED by unanimous vote (5-0)

OPERATION & MAINTENANCE FOR WATER DISTRICTS 3, 4 & 5

The Board will have Attorney Kevin Earl draw up a new O&M contract with the following:

- reserve fund for future repairs
- out clause
- non-assignment clause
- equal rights to audit books

The Town Board would also like to recognize the Earth Day crew from April 19th, 2014. That day this team filled the dumpster twice, in less than ideal weather conditions. Letters will go out to the Oakfield Betterment Committee, Oakfield Alabama Central School, Jamie Lindsley and Ivan & Sam Pangrazio.

Jeremy DeLyser of Clark Patterson left several water maps, site plans for the building expansion and he stated that he is working on the culvert by the Salt Storage shed.

ADJOURNMENT

Motion Deputy Supervisor Veazey, second Councilman Cianfrini to adjourn the meeting at 9:02 pm.

Ayes: Glor, Veazey, Cianfrini, Kabel, Martin

Respectfully submitted,

Melissa M. Haacke,
Town Clerk

