

TOWN OF OAKFIELD

BOARD MEETING

JULY 8, 2014

ROLL CALL

PRESENT: Supervisor Glor
Deputy Supervisor Veazey
Councilman Cianfrini
Councilman Martin

OTHERS

PRESENT: Town Clerk Haacke
Superintendent of Highways Dennis
Assessor Flansburg

ABSENT: Councilman Kabel

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

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

Ayes: Glor, Veazey, Cianfrini, Martin

MOTION CARRIED vote (4-0)

Supervisor Glor welcomed the Elba Town Board to our meeting to talk about the possible building expansion of the Oakfield Town Hall and inviting the Elba Court to share the court facility.

AJ Wormuth, Supervisor of the Town of Elba stated that he and his board are all ears because Elba must do something. The meeting ended with Elba asking the Town of Oakfield to come up with a dollar figure for the use of the facility.

CODE & ZONING OFFICER

A complaint has been received on a property at the corner of Route 63 and Townline Road. Pictures were emailed to the Supervisor, it appears they are running a business and vehicles are parked in the road right away.

ASSESSOR

2014 Final Roll is all set
2015 update will be on land value

SUPERINTENDENT OF HIGHWAYS

Road Work Update—Mix paving on Hutton Road from Judge Road to old railroad tracks is done
Mix paving Maple Road from Hutton Road to Village line is done
Culvert pipe for fixing driveways is here; being done by CCS Pipeline
Scheduling fixing road side ditch on Hutton Road by USG pond (4 foot pipe wash out) plan on using 2 ft x 2 ft x 6 ft concrete solid blocks
Bridges on Hutton Road and Maple Road will be replaced next year by County Highway

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Buildings & Grounds—working on our building expansion. Review plan drawings and elevation drawings

Cemeteries—mowing is still heavy and weed eating headstones
Had an issue with a person about the cemetery and made the office and myself very uncomfortable

Parks—being used by Little League
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 park twice per week and ball field twice per week

Equipment Update—wheeled excavator will here in August

Public Works Update—update on Batavia Townline’s Project; Oakfield Water District 6 is moving forward

51 Test Pits will start soon

Water District 3 construction is going very well; finishing in the next two weeks

Water District 4 is waiting for Letter of Conditions

Water District 7 is waiting to see if DEC will sign the petitions

Water District 5 can’t move until Water District 4 goes in

We should be looking at laying out sewer districts for future expansion and current needs in the Town.

Also creating a sewer district where there is already sewer in the town

Will be making recommended changes to our water STDS

Water meters will cost \$141 each

Library—items are getting repaired

Miscellaneous—need to set up a 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 Legislator Chair on where we stand on upgrades on water, comprehensive plan, smart growth and STAMP

Landfill so far is being covered with supervision on 1st and 3rd Saturdays

Townline’s water project next meeting being scheduled

Had an issue in the park with late hour noise; Mayor has supplied us with a list of Deputy hours

Jeff Roth has an issue with drainage

Wednesday, July 9, 2014 meeting at 11:00 am with Village on meter reading equipment

Would like for myself and Mark Mikolajczyk to get water license

RESOLUTION NO. 58—ROADSIDE MOWING CONTRACT STATE HIGHWAY SYSTEM 2014

Deputy Supervisor Veazey offered the following:

The Town of Oakfield will accept a reimbursement rate of \$202.65 per centerline mile for 2014 for the Roadside Mowing Contract. This includes all State Highways to be mowed within the Town.

SECONDED: Councilman Martin
AYES: Glor, Veazey, Cianfrini, Martin
APPROVED UNANIMOUS vote (4-0)

TOWN CLERK

Abstract No. 7-2014: Motion Deputy Supervisor Veazey, second Councilman Martin to authorize the following:

General Fund	185-219	\$20,516.42
Part Town B	17-18	\$ 797.85
Highway DA	77-83	\$ 4,933.45
Highway DB	29-34	\$ 3,172.55
Special Districts	38-44	\$38,743.62
	TOTAL	\$68,163.89

AYES: Glor, Veazey, Cianfrini, Martin
MOTION CARRIED unanimous vote (4-0)

A proposal from LaBella came in for an archeological survey for Water District 7; it was discussed that in the future all Grant Administration will go through Municipal Solutions.

The Town Board would also like a quote on what Municipal Solutions would charge should the Town Decide to go with them for Water District 4 as opposed to LaBella.

RESOLUTION NO. 59—SNOW REMOVAL AGREEMENT WITH VILLAGE

Councilman Martin offered the following:

SNOW REMOVAL AGREEMENT

THIS AGREEMENT is made on the 1st day of June, 2014, 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, 2014 to May 31, 2015.
2. The Town of Oakfield shall provide all the labor and equipment necessary for the removal of snow on all Village streets in the Village of Oakfield, in order to provide reasonable passage and movement of vehicles over said village streets, and pushing snow as near the edge of the village streets as is practicable.
3. The Superintendent of Highways of the Town of Oakfield will not be required to remove snow from said Village streets under the terms of this agreement unless and until in his judgment, the Town roads and County roads under his jurisdiction have first been cleared of snow, and said Village streets shall only be cleared of snow by said Town Highway Superintendent of Highways when his duties to remove snow on Town highways has been completed.
4. The Town of Oakfield by its Town Superintendent of Highways covenants and agrees to use due diligence to remove the snow from the Village streets as soon as practicable after each and every winter event.
5. Nothing in this contract is to make the Town of Oakfield or its Superintendent of Highways liable for any damage or liability resulting from the failure of the Town of Oakfield and its Superintendent of Highways to remove said snow under this contract.
6. The Village of Oakfield shall keep all tree limbs overhanging Village streets trimmed to a minimum height of 12 feet to prevent damage to plow lights and antennas, etc.
7. The Village of Oakfield shall keep manhole covers, water valve box covers, and storm sewer grates at or below pavement surfaces to prevent damage to snowplows.
8. In consideration of the performance of the removal of the snow from the streets of the Village of Oakfield by the Town of Oakfield, the Village of Oakfield agrees to pay the Town of Oakfield on or before October 1st, 2014, the sum of Twenty-three Thousand Two Hundred Thirteen Dollars and Forty-five Cents (\$23,213.45) for the removal of snow from the village streets in the Village of Oakfield, pursuant to the terms of this contract.
9. The Village shall indemnify and hold harmless the Town from any liability for injury to person or property or wrongful death in any way arising out of the performance or lack of performance of this contract by the Town. Except that this paragraph shall not apply to claims resulting from injury to pedestrians or motor vehicles or occupants of said motor vehicles resulting from actual contact of said pedestrian or motor vehicle with a Town motor vehicle.
10. The Village shall exercise due diligence and take all reasonable steps to ensure the posting and notification of all relevant parking restrictions applicable to Village residents.

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

IN WITNESS THEREOF, this agreement has been executed by the Mayor of the Village of Oakfield, authorized by the Village Board of Trustees and Supervisor of the Town of Oakfield, authorized by the Oakfield Town Board, and agreed upon by the Oakfield Town Superintendent of Highways on the day and year first above written.

Superintendent of Highways, Town of Oakfield

Supervisor, Town of Oakfield

Mayor, Village of Oakfield

Seal:

Seal:

2014-2015 SNOW PLOW CONTRACT COMPUTATION

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

Contract to run from 6/1/2014 to 5/31/2015.

Contract based on 100% of County rate of \$4,404.83 per mile times Village centerline miles of 5.27.

SECOND: Councilman Cianfrini

AYES: Glor, Veazey, Cianfrini, Martin

APPROVED UNANIMOUS vote (4-0)

Dog licenses continue to come in; after 60 days a late charge of \$5.00 will be assessed to each delinquent license.

SUPERVISOR

The Supervisor's report is available for review

OLD BUSINESS

Building Expansion Proposal—Elba seems to be very receptive
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Attorney Kevin Earl prepared a sample Operation & Maintenance Agreement to be discussed with the Village.

Supervisor Glor received a letter for her signature supporting the Farm Land Protection Program.
Motion Deputy Supervisor Veazey, second Councilman Martin to sign the letter of support.

Ayes: Glor, Veazey, Cianfrini, Martin

MOTION CARRIED (4-0)

ADJOURNMENT

Motion Deputy Supervisor Veazey, second Councilman Cianfrini to adjourn the meeting at 9:12 pm.

AYES: Glor, Veazey, Cianfrini, Martin

Respectfully submitted,

Melissa M. Haacke,
Town Clerk