

TOWN OF OAKFIELD

BOARD MEETING

SEPTEMBER 9, 2014

ROLL CALL

PRESENT: Supervisor Glor
Deputy Supervisor Veazey
Councilman Cianfrini
Councilman Kabel

OTHERS

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

ABSENT: Councilman Martin

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

Town Board Minutes of the August meeting: Motion Deputy Supervisor Veazey, second Councilman Kabel to approve the minutes as written.

Ayes: Glor, Veazey, Cianfrini, Kabel

Carried by unanimous vote (4-0)

Frances Reese, the Environmental Analyst working with Municipal Solutions on Water District 7 was here to answer any questions.

RESOLUTION NO. 69—ESTABLISHING LEAD AGENCY

Councilman Kabel offered the following:

**SEQRA NOTICE OF INTENET TO SERVE AS LEAD AGENCY
FOR THE FORMATION OF THE TOWN OF OAKFIELD WATER DISTRICT NO. 7 AND
THE INSTALLATION OF APPROXIMATELY 27,700 LINEAR FEET OF WATER MAIN**

WHEREAS, the Town of Oakfield has determined that private wells supplying Town residents along portions of East Shelby Road, Albion Road, Fisher Road, Crane Road and Burns Road do not produce a sufficient quantity of water for firefighting purposes, and that these residents often experience shortages of water that is suitable for domestic uses; and

WHEREAS, the formation of water districts and the extension of public water service throughout the Town of Oakfield is consistent with recommendations in the Town's Comprehensive Plan and the Genesee County Smart Growth Plan; and

WHEREAS, a majority of the residents of the proposed water district service area have petitioned the Town to extend water service along the reference roadways; and

WHEREAS, the formation of the Town of Oakfield Water District No. 7 and the subsequent installation of approximately 27,700 linear feet of water main along said roads in the Town of Oakfield is a Type 1 action under NYCRR Part 617.4 (b)(6)(i) because it is likely to disturb more than 10 acres of land, including some lands within the New York State Oak Orchard Wildlife Management Area; and

WHEREAS, the Town of Oakfield Town Board intends to serve as Lead Agency for the SEQRA review of this action; and in this capacity, will determine whether the proposed action will have a significant effect on the environment; and

WHEREAS, a coordinated review of this action will be conducted by the Town Board; and

WHEREAS, a Long Environmental Assessment Form is being prepared for this action;

NOW, THEREFORE, BE IT RESOLVED: that the Town of Oakfield hereby designates its intention to serve as Lead Agency for the Coordinated Review of this Type 1 action under the State Environmental Quality Review Act, and will circulate the Lead Agency Notice and a copy of Part 1 of the Long Environmental Assessment Form, to all interested and involved agencies. Involved agencies shall be given 30 days from the mailing of the Lead Agency Notice to challenge the Oakfield Town Board's Lead Agency designation.

Second: Councilman Cianfrini

Ayes: Glor, Veazey, Cianfrini, Kabel

APPROVED UNANIMOUS VOTE (4-0)

RESOLUTION NO. 70—ORDER FOR PUBLIC HEARING ON ESTABLISHMENT OF WATER DISTRICT NO. 7 FOR A PORTION OF THE TOWN OF OAKFIELD

Deputy Supervisor Veazey offered the following:

**ORDER FOR PUBLIC HEARING ON ESTABLISHMENT OF
WATER DISTRICT NO. 7
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 August 12, 2014; and

WHEREAS, the Town Board has determined there is a significant amount of residents within the proposed service area that are in favor of obtaining municipal water through the formation of the proposed Water District, and

WHEREAS, the Town Board believes that it would be in the best interest of these residents to create the proposed Water District, and

WHEREAS, pursuant to the authority of Article 12-A of the New York State Town Law, the Town Board does intend to form proposed Water District No. 7, pursuant to the said Map, Plan and Report, subject to holding a Public Hearing, and further subject to the permissive referendum process, and review by the Office of the New York State Comptroller, 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 approximately 27,700 linear feet of eight (8) inch water main along portions of Albion, Burns, Crane, East Shelby and Fisher Roads; 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 \$1,715,000.00, which is planned to be financed through the USDA Rural Development at an interest rate of 2.75% for a 38 year term in an amount not to exceed \$1,715,000.00, offset by any funds received from the United States of America, and/or the State of New York, and/or the County of Genesee, and/or local grants; including, but not limited to, a USDA Rural Development Agency grant, of approximately \$750,000.00, and

WHEREAS, the proposed annual debt service (assuming 65 units) is estimated to be approximately \$635.00 per typical property user in the proposed district, which is a single family home, and

WHEREAS, a typical household uses 60,000 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 \$4.35 per 1,000 gallons used, plus an annual flat fee of \$120.00 (to be paid \$40.00 per quarter); thereby the average household can expect to

additionally pay approximately \$421.00 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 \$1,056.00 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 \$125.00 for a meter; plus approximately \$10.00 per linear feet of pipe for a service line; plus potential well abandonment or separation charges of approximately \$200.00; plus approximately \$100.00 for the purchase of a water pressure regulator; as well as any internal plumbing charges, and

WHEREAS, the map, plan and report describing such improvements 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 14th day of October, 2014, at 6:45 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: September 9, 2014

SECOND: Councilman Kabel

Ayes: Glor, Veazey, Cianfrini, Kabel

APPROVED UNANIMOUS VOTE (4-0)

Scott Boring addressed the Board regarding a post on Facebook about the cemeteries. Mr. Boring wanted to personally apologize to Alan Dennis and the Board for the poor comments from people who posted comments to the feed.

Supervisor Glor stated that the Board realizes that Teri Boring meant no malicious intent when she made the post.

Tom Carpenter of Clark Patterson Lee

Mr. Carpenter stated that the Building Expansion is eligible for a USDA Loan at the poverty rate. He stated that this is a good time to borrow with lower rates and it is a great bidding market.

RESOLUTION NO. 71—ACT ON CLARK PATTERSON LEE PROPOSAL FOR BUILDING EXPANSION

Councilman Cianfrini offered the following:

WHEREAS, the Oakfield Town Board has been looking at a Building Expansion to the existing Town Hall. The Town Board of the Town of Oakfield will accept the proposal to move forward with preliminary work subject to public comment and approval at the September 30, 2014 Public Information Meeting.

Second: Deputy Supervisor Veazey

Ayes: Glor, Veazey, Cianfrini, Kabel

APPROVED UNANIMOUS VOTE (4-0)

RESOLUTION NO. 72—AUTHORIZATION TO APPLY FOR JCAP GRANT

Councilman Cianfrini offered the following:

BE IT RESOLVED that the Oakfield Town Board authorizes Justice Thomas Graham to apply for the 2015 JCAP Grant.

Second: Councilman Kabel

Ayes: Glor, Veazey, Cianfrini, Kabel

APPROVED UNANIMOUS VOTE (4-0)

WATER DISTRICT UPDATES:

Water District 3—working on close out

Water District 4—rattle cages to see when we can go to bid

Townlines Project—bid opening September 25th

Water District 5—town construction; begin in spring

Water District 7—working on design

RESOLUTION NO. 73—WATER DISTRICT 4 TO BID

Deputy Supervisor Veazey offered the following:

BE IT RESOLVED, that upon notice from USDA Rural Development that Water District 4 can go out to BID to Town Board of the Town of Oakfield authorizes Clark Patterson Lee to do so.

Second: Councilman Cianfrini

Ayes: Glor, Veazey, Cianfrini, Kabel

APPROVED UNANIMOUS vote (4-0)

CODE/ZONING

Mr. Mikolajczyk stated his report is available for review

Inspected concrete on Maltby Road
Inspected site plan for two car garage
Issued Building Permit for solar panels and issued Certificate of Compliance
Inspected footers at Rod & Gun Club and issued Certificate of Compliance on Pavilion
Issued Building Permit for addition and reviewed site plan
Certificate of Compliance on barn addition
Rough plumbing and framing on garage
Inspected a water line
Insulation inspection

It was stated that Charles Dana is not in compliance with the violation issued prior. Paperwork is being prepared for Town Attorney.

SUPERINTENDENT OF HIGHWAYS

Road Work Update

Driveways all fixed on Hutton Road from Judge Road to old railroad tracks
Driveways all fixed on Maple Road from Hutton Road to creek
Culvert pipe for farm driveway is being done by Highway Department on Route 262
Scheduling fixing of roadside ditch on Hutton Road by USG pond (4 foot pipe wash out) plan on using 2 ft x 2 ft x 6 ft concrete blocks
Bridges on Hutton Road and Maple Road will be replaced next year by County Highway
Helping other towns through shared services

BUILDINGS & GROUNDS

Working on our building expansion review plan drawing and elevation
Need to be ready for the information meeting with public on proposed building expansion September 30th
Need to keep funding for building expansion with Rural Development moving forward
Need to keep working with our engineers on building design

CEMETERIES

Mowing is still once per week and weed eating around headstones
Discuss issues with cemeteries; people following rules, Facebook comments and personal confrontation
Completed a Workplace Violence report under advisement of our Workplace Violence Coordinator

PARKS

The park is being used continually
We are keeping trash cans emptied as needed and time permits
We are looking at some upgrades to park with our Engineers so we can apply for grants as they become available. Talk to Little League and Betterment Committee for financial assistance as well as Job Corps to possibly do the work
Mowing park once per week and ball fields once per week
Labor Days in the Park was a GREAT SUCCESS and a great way to make use of the Town Park

LIBRARY

Window replacement is done and they did a nice job
Getting a quote on replacing all the windows with thermo EZ glass

MISCELLANEOUS

Need to set up a meeting on possible housing development plan areas for the Town of Oakfield. A developer has already been here for information on locations for housing tracts

Supervisor Glor and Superintendent of Highways Dennis presented to the Town of Alabama where the Town of Oakfield stands on upgrades on water, land development plan, building addition and sewer districts; we need to keep abreast on STAMP progress and be prepared to move forward. Especially with our water on Judge Road and Macomber Road

Land fill so far is being covered with supervision on the 1st and 3rd Saturdays

Townlines water project meeting to be scheduled

Would like for Mark Mikolajczyk and Alan Dennis to get their water license

Town needs to look at all our codes and standards to be prepared for the future that looks very promising

TOWN CLERK

Abstract No. 9-2014: Motion Councilman Kabel, second Deputy Supervisor Veazey to authorize the following:

General	254-281	\$ 9,436.23
Highway DA	93-102	\$ 4,412.84
Highway DB	45-48	\$ 4,938.97
Part Town B	22-24	\$ 929.53
Capital Water	7	\$43,438.35
Special Districts	51-56	\$12,530.00
	TOTAL	\$75,685.92

Ayes: Glor, Veazey, Cianfrini, Kabel

MOTION CARRIED unanimous vote (4-0)

RESOLUTION NO. 74—WATER DISTRICT 4 BONDING RESOLUTION

Deputy Supervisor Veazey offered the following:

LOAN RESOLUTION
(Public Bodies)

A RESOLUTION OF THE Town Board

OF THE Town of Oakfield

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

Water

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the Town of Oakfield

(Public Body

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

pursuant to the provisions of Subject to NYS Municipal Finance Law ;and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

- I. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
 - 2.To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
 - 3.To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
 - 4.To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
 - 5.That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
 - 6.Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
 - 7.Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
 - 8.To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
 - 9.To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
 - 10.To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.
- According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.
- 11.To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
 - 12.To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to

provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.

13.To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.

14.That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.

15.To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.

16.To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.

17.To accept a grant in an amount not to exceed S

under the terms offered by the Government; that the Town Supervisor

and Town Clerk of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas Nays Absent

IN WITNESS WHEREOF, the Town Board
of the
Town of Oakfield
has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this

Town of Oakfield

(SEAL) By

Attest:
Title Supervisor
Melissa Haacke
Title Town Clerk

-2-
day of

-3-

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as Melissa Haacke
of the Town of Oakfield

hereby certify that the ~~Town Board~~

of such Association is composed of

members, of whom , constituting a quorum, were present at a meeting thereof duly called and

held on the day of ; and that the foregoing resolution was adopted at such meeting

by the vote shown above, I further certify that as of the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been rescinded or amended in any way.

Dated, this day of

Melissa Haacke

Title Town Clerk

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**Water and Waste System Grant Agreement
United States Department of Agriculture
Rural Utilities Service**

THIS AGREEMENT dated , between

Town of Oakfield

a public corporation organized and operating under

**Subject to NYS Municipal Finance Law
(Authorizing Statute)**

herein called "Grantee," and the United States of America acting through the Rural Utilities Service, Department of Agriculture, herein called "Grantor," WITNESSETH:

WHEREAS

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (waste) system to serve the area under its jurisdiction at an estimated cost of \$ 2,423,000.00 and has duly authorized the undertaking of such project.

Grantee is able to finance not more than \$ 1,673,000.00 of the development costs through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of \$ 1,673,000.00 has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed \$ 750,000.00 or 30.95 percent of said project development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the Conditions of the grant.

As a condition of this grant agreement, the Grantee assures and certifies that it is in compliance with and will

comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated into this agreement by reference, and such other statutory provisions as are specifically set forth herein.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 306(a) of The Consolidated Farm and Rural Development Act for the purpose only of defraying a part not to exceed 30.95 percent of the project development costs, as defined by applicable Rural Utilities Service instructions.

Grantee Agrees That Grantee Will:

A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.

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B. Permit periodic inspection of the construction by a representative of Grantor during construction.

C. Manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.

D. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, adopted by resolution dated 5/13/2014, as may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory.

E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.

F. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.

G. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.

H. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another agreement of the same type need not be executed in connection with this grant.

I. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated

herein above with the interest at the rate of 5 percentum per annum from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.

J. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.

K. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.

1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

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3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency. When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

(Revision 1, 04/17/19981

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

18,600 linear feet of 8' water main and hydrants

L. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with grant funds. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.

(Revision 1, 04/17/1998]

1. Use of equipment.

(a) The Grantee shall use the equipment in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other Federally sponsored activities, if any, in the following order of priority:

1) Activities sponsored by the Grantor.

(2) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the property for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the equipment was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other Federally sponsored projects.

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2. Disposition of equipment. When the Grantee no longer needs the equipment as provided in paragraph (a) above, the equipment may be used for other activities in accordance with the following standards:

(a) Equipment with a current per unit fair market value of less than \$5,000. The Grantee may use the equipment for other activities without reimbursement to the Federal Government or sell the equipment and retain the proceeds.

(b) Equipment with a current per unit fair market value of \$5,000 or more. The Grantee may retain the equipment for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value or proceeds from sale of the equipment. **If** the Grantee has no need for the equipment and the equipment has further use value, **the** Grantee shall request disposition instructions from the original Grantor agency.

The Grantor agency shall determine whether the equipment can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee requests and the following procedures shall govern:

(1) If so instructed or if disposition instructions are not issued within 120 calendar days

after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share ten percent of the proceeds for Grantee's selling and handling expenses.

(2) If the Grantee is instructed to ship the equipment elsewhere the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.

(3) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall also include:

(a) Records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the project for which the equipment was acquired; location, use and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

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(c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return.

This Grant Agreement covers the following described equipment (use continuation sheets as necessary).

18,600 linear feet of 8' water main and hydrants

M. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.

2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.

3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

4. Accounting records supported by source documentation.

N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentality's of states shall not be held accountable for interest earned on grant funds pending their disbursement.

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R. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item K above.

S. To include in all contracts for construction or repair a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.

T. To include in all contracts in excess of \$100,000 a provision that the contractor agrees to comply with all the requirements of the Clean Air Act (42 U.S.C. §7414) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. In so doing the Contractor further agrees:

[Revision 1, 11/20/19971

1.As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.

2.To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of contract award.

[Revision 1, 11/20/19971

3.To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

As used in these paragraphs the term "facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Grantor Agrees That It:

A.Will make available to Grantee for the purpose of this Agreement not to exceed 750,000.00 which it will advance to Grantee to meet not to exceed 30.95 percent of the project development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.

B.Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

C.At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

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Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presence to be executed by

its duly authorized

attested and its corporate seal affixed by its duly authorized

Attest:

By
Melissa Haacke
(Title)

By
(Title)
UNITED STATES OF AMERICA

RURAL UTILITIES SERVICE

By
(Title)

Second: Councilman Cianfrini

Ayes: Glor, Veazey, Cianfrini, Kabel

APPROVED UNANIMOUS VOTE (4-0)

RESOLUTION NO. 75—RESOLUTION TO INTRODUCE LOCAL LAW NO. 1 OF 2014 AND TO SCHEDULE A PUBLIC HEARING

Councilman Kabel offered the following:

**RESOLUTION TO INTRODUCE PROPOSED LOCAL LAW No. 1 OF 2014
AND TO SCHEDULE A PUBLIC HEARING**

WHEREAS, the Town Board of the Town of Oakfield, New York desires to consider adopting legislation to override the limit on the amount of real property taxes that may be levied by the Town of Oakfield pursuant to General Municipal Law § 3-c, and to allow the Town of Oakfield to adopt a town budget for fiscal year 2015 that requires a real property tax levy in excess of the tax levy limit, also known as Town of Oakfield Local Law No. 1 of 2014.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Oakfield, New York that proposed Local Law No. 1 of 2014 entitled "A Local Law to Override the Tax Levy Limit Established in General Municipal Law § 3-c for Fiscal Year 2015", which proposed Local Law is now in its final form as appears by a copy thereof hereto attached, be and the same hereby is introduced for adoption; and

BE IT FURTHER RESOLVED that said proposed Local Law be laid upon the desks of the members of this Town Board on this date and remain there and a copy thereof be kept on file in the office of the Town Clerk until October 14, 2014, and that a public hearing be held before this Town Board on the 14th day of October, 2014, at 6:30 p.m. at the Oakfield Town Hall, 3219 Drake Street, Oakfield, New York, on the advisability of enacting said proposed Local Law; and

BE IT FURTHER RESOLVED that a copy of said proposed Local Law be mailed to each member of the Town Board not in attendance at this meeting in a postpaid, properly addressed and securely closed envelope in a post box within the Town of Oakfield, New York not less than ten (10) calendar days, exclusive of Sunday, prior to the date of said public hearing; and

BE IT FURTHER RESOLVED that the Town Clerk shall cause notice of said public hearing to be published once in The Daily News at least five (5) days prior to the date of said public hearing, which notice shall contain the time and place of said hearing, the title and purpose thereof, as well as a statement that a copy of said proposed Local Law is on file in the Town Clerk's Office.

Dated: September 9, 2014

Second: Councilman Cianfrini

Ayes: Glor, Veazey, Cianfrini, Kabel

APPROVED UNANIMOUS vote (4-0)

Town Clerk Haacke reported that the Dog Enumeration is currently being conducted and there has been a good response. Several people have reported others for unlicensed dogs and a list is being compiled for Animal Control.

The Town Clerk will meet with Richard Rich regarding the US Gypsum grant and OCR reporting at 11:00 am on Wednesday, September 17th.

The Town Clerk is working on funding for Water District No. 5.

Ideas for the 2017 Celebration for the Town's 175th Anniversary are still being planned.

The Annual Halloween Party will take place on Friday, October 24th, 2014 from 6:00-9:00 pm. This year the whole event will be in the Town Park.

RESOLUTION NO. 76—EXPEND MONEY FOR THE HALLOWEEN PARTY

Councilman Cianfrini offered the following:

BE IT RESOLVED, that the Town Board of the Town of Oakfield will fund the Annual Halloween party with a budget not to exceed \$250.

Second: Deputy Supervisor Veazey

Ayes: Glor, Veazey, Cianfrini, Kabel

APPROVED UNANIMOUS vote (4-0)

Town Clerk Haacke will be out of the office October 15-18th; Deputy Rodriguez will be available.

SUPERVISOR

The Supervisor's Report is available for review

HISTORIAN

Historian Kruppenbacher was here; there was no report

LIBRARY LIAISON

The Library is getting their budget together

GAM

Meetings resume next Thursday

OPERATION & MAINTENANCE WITH THE VILLAGE

Waiting on answers regarding meters and readers

PUBLIC INFORMATION MEETING ON BUILDING EXPANSION

The Public Information Meeting for the Building Expansion will be held on September 30, 2014 at 7:00 pm at the Town Hall

NEW BUSINESS

There was a break in at the Little League Food Stand. The security camera did get a pretty good shot of the suspects. Sheriff has the video.

Councilman Cianfrini requests the pictures be posted on the Town website.

Supervisor Glor received a "bill" from Ron Bender on Gibson Avenue. The Town fixed an area of land that was previous damaged. The roller got stuck and left ruts. Apparently what the Town did to fix the issue was not acceptable; Superintendent of Highways Dennis take some responsibility because he never went to ask if the work was satisfactory. The "bill" was for \$125.00; the check will be given when Mr. Bender signs a Release of Claim.

Supervisor Glor received a letter from the Historical Society requesting a line item in the Town Budget. This will be discussed at the Budget Workshop.

Town Clerk Haacke will contact Baldwin Business Service to see if Tom Baldwin will be available September 30th at 5:30 pm for the Budget Workshop.

ADJOURNMENT: Motion Deputy Supervisor Veazey, second Councilman Cianfrini to adjourn the meeting at 8:45 pm.

Respectfully submitted,

Melissa M. Haacke,
Town Clerk