

**TOWN OF OAKFIELD**  
**REGULAR BOARD MEETING**

**JULY 11, 2017**

**ROLL**

**CALL:** Supervisor Glor  
Deputy Supervisor Veazey  
Councilman Kabel  
Councilman Martin  
Councilman Wolcott

**OTHERS**

**PRESENT:** Town Clerk Haacke  
Superintendent of Highway Dennis  
Laurie Nanni, Oakfield Historical Society  
Alicia Jachimowicz, Oakfield Alabama Little League  
Jamie Lindsley, Oakfield Betterment Committee  
Bob Ostrander, Resident (6:45 pm)

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

**Minutes of the June 13, 2017 Regular Board Meeting: MOTION** Councilman Wolcott, second Councilman Kabel to approve the minutes as written.

**Ayes:** Glor, Veazey, Kabel, Martin, Wolcott

**MOTION CARRIED UNANIMOUS VOTE (5-0)**

**LAURIE NANNI, OAKFIELD HISTORICAL SOCIETY**

The Golf Tournament made a \$3200 profit  
Walking Tour is set for July 30<sup>th</sup>, with a rain date of August 6<sup>th</sup>  
Looking to build a room on the house to house the antique pumper  
Working on the cemetery tour  
A new book written by Kackalmeyer & Derk  
Bill Chase is writing a book on the Indian Woods  
LuLaRoe fundraiser Sunday, July 16<sup>th</sup>

**ALICIA JACHIMOWICZ, OAKFIELD ALABAMA LITTLE LEAGUE**

Little League is thankful for everything the Town does for the League  
2017 was a very successful year  
Would the Town like a contract with Little League so everyone knows what to do?  
Decided that just a simple list of expectation from both parties is good enough  
When will concrete pad for dedicated bench be poured?  
Superintendent Dennis stated a date was unknown at this time

**JAMIE LINDSLEY, OAKFIELD BETTERMENT COMMITTEE**

Mrs. Lindsley stated she was here to answer questions regarding OBC's relationship to the Town  
Not as much help is needed for set up from the Town this year  
The Town Board stated that Town has always provided services, not money

Ray Cianfrini will be Grand Marshal  
Shaun Negvesky is Parade Chairman

Superintendent Dennis asked Mrs. Lindsley what the Betterment Committee expects from the Town;  
Mrs. Lindsley replied with:

Village garbage cans to be brought to the park  
Bleachers moved

Superintendent Dennis stated this will be done and stated that nothing is to be set up in the parking lots

### **ASSESSOR**

Mr. Flansburg left the following report for the Board:

The State of New York has certified the 2017 Assessment Roll at 100%

When the overall review done by the State shows overall in each category values within 5% of 100% the equalization rate is 100%. Home assessments and land values are not at 100% but close enough for us to get 100%. Increases in those categories will probably take place again in 2019 unless sales are very high in the next 6 months.

I have my new phone and the aid from the State has been received. I have submitted a proposal to each of my other towns to have the Town of Oakfield bill them in the amount of \$648.00 each to cover their cost of the phone for the next three years. If you agree, please pass a resolution to bill each town and we will send out invoices for their August meetings.

### **RESOLUTION NO. 17-2017—ASSESSOR CELL PHONE PAYMENTS BY TOWNS**

Deputy Supervisor Veazey offered the following:

**RESOLVED**, the Town Board of the Town of Oakfield agrees to the billing of the Towns of Elba, Barre and Byron for the Assessor's cell phone.

**Second:** Councilman Wolcott

**Ayes:** Glor, Veazey, Kabel, Martin, Wolcott

**APPROVED UNANIMOUS VOTE (5-0)**

### **SUPERINTENDENT OF HIGHWAYS**

- 1) Road Work Update
  - a) Bridges on Hutton will be replaced this year 2017 by County Highway. Maple will be done next year 2018.
  - b) Mowing road sides complete first round and still cutting trees.
  - c) Wind storm damage cleaned up on East Shelby Road from May 1, 2017.
  - d) Cleaning ditches and replacing culvert pipes where needed getting ready for paving.
  - e) Keeler Construction scheduled first week of paving for week of July 24.
  
- 2) Building & Grounds
  - a) Waiting for suggestions on stone cracking and prevention of further damage.
  - b) Air conditioning set temperatures have been adjusted for hotter weather.
  
- 3) Cemeteries
  - a) Been active with burials and selling graves.
  - b) Getting est. for a cremation mausoleum.

- c) Trees at Cary Cemetery and re plant with decorative trees and get stumps ground. This work has started three trees done and more will be completed.
- d) Planning on paving main driveways this year.
- e) Been busy with keeping them mowed and head stones trimmed.

#### Parks

- a) We are looking at some up-grades to park with our Engineers so we can apply for grants as they become available and talk to little league, betterment committee for financial assistance and Job Corp for possibly doing the work. We may want to consider doing this work and possibly banning it. The drawings are revised now. The cost est. is in Jeremy's e-mail.
  - b) We need to discuss next steps in the park up-grades.
  - c) Bathroom cleaning seems to be going well.
  - d) Will be installing memorial bench for tee ball permanently.
  - e) Trying to keep mowed but very difficult with hot weather.
  - f) Youth rec. has started and seems to be going well.
- 4) Equipment Update
- a) New pick-up and after-market equipment are delivered. Viking in Oakfield and they have completed most of the equipment some parts still on order.
  - b) As of today all equipment is running fine.

#### 5) Public Works Update

- a) WD 7 construction with SERGI all water main complete. Restoration completed.
- b) WD 5 had a hydrant and main break due to a motor vehicle on April 9, 2017. Repair went great and would like to thank the Town Board for their help and support. Village is submitting an insurance claim for the cost of the repair. Check for repay has been received for repayment of the cost to the town. Dave Laney has orders replacement parts.
- c) WD 9 & 3 pre-construction meeting with Ransco, RD, Clark-Patterson, Town of Oakfield, and Town of Alabama will be soon. This is MaCumber Road south of Town-line and Town-line in the town of Alabama.
- d) WD 10 preliminary package has been submitted to RD for funding. Have sent to Engineers for emergency submittal. So far one well went dry and another is turning black. Health dept. well testing complete with 17% failure. RD approved preliminary funding now ready for a full submittal package. This is being worked on now. Controller office has approved it. Site work is being completed by our Engineers now.
- e) WD 11 Judge Road, MaCumber Road, Lewiston Road, Bliss Road and Maltby Road which will be with Phase 3Alabama Project. This is being worked on by Clark Patterson to be submitted to the Town of Oakfield. Supervisor Glor and I will be going to Rochester to meet with our

Engineers on this district, we need to develop and form ASAP since Phase 1 Construction will start soon!

- f) Clark Patterson has started 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. Village will be at all future meetings on sewer, Eric Carlson will be DPW contact person and Dave Boyle is the Village Board contact.
  
  - g) Working on a Genesee County North West Water/Sewer Consortium. Made up of all The towns and villages in the North West corner of Genesee County. This will handle all the O and M of all the water and sewer in that area.
  
  - h) New Designated Water Operator of the town's water system is working out great. All the town system has been serviced.
  
  - i) Village Mayor asked for Town to work on a joint services sewer project on Church Street. I said yes with approval from both boards. He asked if Clark Patterson would design and I have them working on a quote to do this. Mayor asked if town would like to consider making Church Street include the rest of the streets adjacent in that sewer district. Also the Town and Village need create a sewer agreement regardless if we create this district because of town outside of village already in existence.
- 6) Library
- a) Window replacement for Library is complete.
- 7) Miscellaneous
- a) Need to set up meeting on possible housing development plan areas for Town of Oakfield, a developer has already been here for info on locations for housing tracts.
  
  - b) Land fill will open for the whole year weather permitting access.
  
  - c) We need to look at all our codes and STDs. And be prepared for the future that looks very promising. Stamp is alive and moving forward at a good pace and we need to be prepared.
  
  - d) Need to revise and up-date our zoning codes. Meetings have started.
  
  - e) Working with a solar company on a solar field installation. Nothing new to report.
  
  - f) Town Highway will be helping with Building road-way, pad, and utility trench for OACS FFA barn.

- g) Working on compiling NYS Laws and Controllers opinion for meeting with the Village on snow removal.

Alan R. Dennis

**TOWN CLERK**

**Abstract 7-2017: MOTION** Councilman Martin, second Councilman Kabel to approve the following:

General Fund	672-701	\$10,287.05
Part Town B	85-89	\$ 4,898.88
Highway DA	227-241	\$29,516.52
Highway DB	112-118	\$ 4,380.55
Youth Rec	15	\$ 250.00
Special Districts	110-112	\$10,300.03
	TOTAL	\$59,633.03

**Ayes:** Glor, Veazey, Kabel, Martin, Wolcott

**MOTION CARRIED UNANIMOUS VOTE (5-0)**

**SALE OF 2015 FORD PICKUP**

**MOTION** Deputy Supervisor Veazey, second Councilman Wolcott to approve the sale of the 2015 Ford Pickup to Ray Smith Jr. for \$25,169.00.

**Ayes:** Glor, Veazey, Kabel, Martin, Wolcott

**MOTION CARRIED UNANIMOUS VOTE (5-0)**

**TRANSFERS:**

**GENERAL FUN—TOWN WIDE**

<i>Transfer From:</i> A3089		Library Window Grant	\$ 542.00
		Unexpended Balance	<u>\$49,947.00</u>
			<u>\$50,589.00</u>
<i>Transfer To:</i>	A1420.4	Attorney Contractual	\$ 3,200.00
	A1440.4a	Professional Services	\$10,942.00
	A5410.4	Sidewalk Contr.	\$ 750.00
	A7410.2	Library Contr.	\$27,650.00
	A7140.4	Playground Contr.	\$ 7,400.00
	A7410.4	Library Contr.	\$ 542.00
	A9055.8	Disability Insurance	<u>\$ 5.00</u>
			<u>\$50,489.00</u>

**MOTION** Councilman Wolcott, second Deputy Supervisor Veazey to approve the line item transfers as submitted.

**Ayes:** Glor, Veazey, Kabel, Martin, Wolcott

**MOTION CARRIED UNANIMOUS VOTE (5-0)**

**RESOLUTION NO. 18-2017—NOTICE UNDER AMERICANS WITH DISABILITIES ACT**

Councilman Kabel offered the following:

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the Town of Oakfield will not discriminate against qualified individuals with disabilities on the basis of disability in its services, program, or activities.

**Employment:** Town of Oakfield does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the ADA.

**Effective Communication:** Town of Oakfield will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in Town programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

**Modifications to Policies and Procedures:** Town of Oakfield will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in Town of Oakfield offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Town of Oakfield, should contact the office of Alan Dennis, Community & Government Center, 3219 Drake Street Road, Oakfield, NY 14125 585-948-5835 ext. 103 as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require the Town of Oakfield to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of Town of Oakfield is not accessible to persons with disabilities should be directed to Alan Dennis, Community & Government Center, 3219 Drake Street Road, 3219 Drake Street Road, Oakfield, NY 14125 585-948-5835 ext. 103.

Town of Oakfield will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

**Second:** Deputy Supervisor Veazey

**Ayes:** Glor, Veazey, Kabel, Martin, Wolcott

**APPROVED UNANIMOUS VOTE (5-0)**

**RESOLUTION NO. 19-2017—GRIEVANCE PROCEDURE UNDER THE AMERICANS WITH DISABILITIES ACT**

Deputy Supervisor Veazey offered the following:

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 (ADA). It may be used by anyone who wishes to file a complaint alleging discrimination on the

basis of disability in the provision of services, activities, programs, or benefits by the Town of Oakfield. Employment related complaints of disability discrimination are covered elsewhere, in policies available from the human resources office of the Town of Oakfield.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date and description of the problem. No particular format of the complaint is required. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted in writing by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

Alan R. Dennis, ADA Coordinator  
Alan R. Dennis, Reasonable Accommodation  
3219 Drake Street Road  
Oakfield, NY 14125

Within 15 calendar days after receipt of the complaint, the ADA Coordinator or his/her designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, the ADA Coordinator or his/her designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the Town of Oakfield and offer options for substantive resolution of the complaint.

If the response by the ADA Coordinator or his/her designee does not satisfactorily resolve the issue, the complainant and or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the agency head or his/her designee.

Within 15 calendar days after receipt of the appeal, the agency head or his/her designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with the agency's final resolution of the complaint, or indicating that the matter has been returned to the ADA Coordinator for further action. If further response is indicated, the complainant will be contacted within 15 calendar days.

All written complaints received by the ADA Coordinator or his/her designee, appeals to the agency head or his/her designee, and responses from these two offices will be retained by the Town of Oakfield for at least three (3) years.

**Second:** Councilman Kabel

**Ayes:** Glor, Veazey, Kabel, Martin, Wolcott

**APPROVE UNANIMOUS VOTE (5-0)**

**RESOLUTION NO. 20-2017—FAIR HOUSING PLAN**

Councilman Wolcott offered the following:

**FAIR HOUSING PLAN  
TOWN OF OAKFIELD  
Small Cities Community Development**

## Block Grant Program

### I. Introduction

The Town understands the importance of taking action to further Fair Housing in the community and is committed to meeting its responsibilities in this respect as a recipient of Small Cities funds. To ensure that residents are aware of Fair Housing to obtain compliance with the existing statues, the Town has developed this Fair Housing Plan. The Plan describes the procedures developed to further fair housing in the community.

### II. AVAILABILITY OF INFORMATION

The Town's Fair Housing Plan recognizes that public knowledge of Fair Housing provisions is the first step in expanding equal opportunity. Toward that end, the town will take the following actions"

A. Appoint a Fair Housing Officer, appointed by the Town Board of Trustees will have the following responsibilities:

1. To post the Fair Housing and Affirmative Action posters in the Town Offices.
2. To ensure that the Fair Housing advertisement is placed in the official, local newspaper.
3. To record initial information regarding housing discrimination complaints on a standard form.
4. To forward copies of all complaints to and, as appropriate, consult with the Fair Housing/Equal Opportunity Division of the HUD Office in Buffalo.

B. Advertise in Local Newspapers

The Town will, periodically, publish a notice in the official newspapers which names the Fair Housing Officer and provides his/her address and telephone number. The notice will state that persons who feel that they have been victims of housing discrimination should contact the Fair Housing Officer for assistance in discussing the situation and filing a complaint.

C. Provide Information on Federal and State Statutes Related to Fair Housing and Other Appropriate Material.

The Town will compile and make available, upon request, copies of applicable Federal and State laws which contain anti-discrimination provisions, including: Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Fair Housing Amendments Act of 1988 and the Human Rights Law (Executive Law, Article 15) of the State of New York.



Descriptive brochures issued by the U.S. Department of Housing and Urban Development (HUD) and the New York State Division of Human Rights, as well as other appropriate materials, will also be available to community residents.

### III. DISCRIMINATION COMPLAINTS

The Town will provide information and assistance to individuals who feel that they have been the victims of discrimination in regard to housing.

#### A. Discriminatory Housing Practices

For the purpose of this plan, a discriminator housing practice means an act that is unlawful under sections 804, 805, 806 or 818 of the Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended). Such discriminatory housing practices include discrimination in the sale or rental of housing, discrimination in the provision of brokerage services, or interference, coercion, or intimidation, as defined under the Act, on the basis of race, color, religion, national origin, sex, handicap or familial status.

#### B. Receiving Complaints

The Fair Housing Officer will record information on a standard form to ensure that a complete file is established. Following this, the Fair Housing Officer will then contact the Department of HUD and/or the New York State Division of Human Rights to review the particulars of the complaint and request guidance in the formal filing of the complaint, in cases where the individual decides to use this method. Copies of all complaints will also be forwarded to the Fair Housing and Equal Opportunity Division of the HUD Office in Buffalo. If the complaint decides to take his/her case directly to Federal Court, the Town will consult with the County Bar Association on the appropriate procedures to be followed and the procedure for securing affordable legal services if the individual is of low moderate income.

**Second:** Councilman Martin

**Ayes:** Glor, Veazey, Kabel, Martin, Wolcott

**APPROVED UNANIMOUS VOTE (5-0)**

#### **SUPERVISOR**

**MOTION** Deputy Supervisor Veazey, second Councilman Wolcott to approve the Supervisor's report as submitted.

**Ayes:** Glor, Veazey, Kabel, Martin, Wolcott

**MOTION CARRIED UNANIMOUS VOTE (5-0)**

#### **GAM**

June meeting was on the proposed shared services. The Committee is having problem coming up with new ideas.

## **OLD BUSINESS**

WD7—restoration is almost complete

### **RESOLUTION NO. 21-2017—WATER HOOK UP**

Councilman Martin offered the following:

**BE IT RESOLVED**, the Town Board of the Town of Oakfield recommends approval of the water hook up for Lazerous Solomondias on Lockport Road, Oakfield, NY.

**SECOND:** Councilman Kabel

**Ayes:** Martin, Kabel, Glor

**Opposed:** Veazey, Wolcott

**APPROVED BY VOTE (3-2)**

### **RESOLUTION NO. 22-2017—RENTAL AGREEMENT WITH CLARK PATTERSON LEE**

Councilman Martin offered the following:

**THIS RENTAL AGREEMENT**, dated the 11<sup>th</sup> day of July, 2017, by and between the **TOWN OF OAKFIELD**, having offices at 3219 Drake Street Road, Oakfield, New York; herein called the "Landlord", and **CLARK PATTERSON LEE**, having offices at 205 St. Paul Street, Suite 500, Rochester, New York, herein called "Tenant".

**IN CONSIDERATION** of the mutual covenants and agreements contained herein, it is agreed as follows:

1. Landlord hereby leases to Tenant and Tenant hereby rents from Landlord, the space hereinafter called the "Premises", located at Landlord's Community & Government Center, 3219 Drake Street Road, Oakfield, New York, including the right to use common parking areas; as follows:
  - a. At all times, exclusive use of two offices consisting of approximately 240 square feet combined.
  - b. During the hours of Tenant's operation, use of conference room and Community Room.
  - c. At all times, non-exclusive use of restroom facilities.
2. The premises is leased for term of one (1) year, to commence on the 1<sup>st</sup> day of August, 2017; after one (1) year this agreement will be reassessed.
3. The rent shall be for the sum of one hundred (\$100.00) per office; Two thousand four hundred (\$2,400.00) per year to be paid on or before the 1<sup>st</sup> of September of each year.
4. Either party may terminate the Rental Agreement by providing to the other party a written notice on or before July 31<sup>st</sup> of any calendar year.
5. Landlord shall be responsible to pay for any telephone, security system and trash removal contracts.
6. Tenant shall use and occupy the Premises for office activities and to operate it and for no other purpose without written consent of the Landlord.
7. Tenant shall pay rent to Landlord at Landlord's above stated address, or at such other places as Landlord may designate in writing, without demand and without counterclaim, deduction or set off.

8. Tenant shall commit no act of waste and shall take good care of the Premises and the fixtures and appurtenances therein, and shall, in the use and occupancy of the Premises, conform to all laws, orders and regulations of the Federal, State and Municipal Governments or any other their departments.
9. The Landlord's responsibilities for maintenance and repairs are as follows:
  - A. The landlord shall be responsible for all maintenance and repairs of existing common areas, including, but not limited to, common exits and entrances to an from the building, common ramps, common hallways within the building of which the least Premises is a part, common parking, sidewalk and roadways.
  - B. The Landlord shall also be responsible for all structural maintenance and repairs to existing facilities, including, but not limited to, the existing roof, interior and exterior walls (and windows), floors, ceiling and foundation.
  - C. The Landlord shall also be responsible for all maintenances and repairs involving the existing and current configurations for the electrical system, plumbing system, sewage system, heat and air cooking installations.
  - D. Notwithstanding the foregoing, the Tenant shall reimburse the Landlord for any maintenance, repair, rebuilding or other costs incurred by the Landlord as the result of damages caused by the action of failure to act by the Tenant, its agents, employees, servants and invitees.
10. Tenant shall not do any of the following:
  - A. Without first obtaining the written consent of Landlord, make any alterations or improvements in, to or about Premises.
  - B. Do or suffer anything to be done on the Premises which will increase the rate of fire or casualty insurance on the building.
  - C. Permit the accumulation of waste or refuse matter on the leased Premises or anywhere in or near the building.
11. Tenant may not sublease all or any portion of the Premises.
12. The Landlord agrees to pay all utilities for the building of which the leased Premises are a part, including, but not limited to, heat, light, gas, electric, water and sewer.
13. Tenant agrees to promptly notify the Landlord upon determining that repairs need to be made to the leased Premises and Tenant further agrees to allow the Landlord to examine the leased Premises at any time during the term of this Lease, upon reasonable notice to the Tenant, for the purpose of making repairs, or determining whether repairs need to be made, or for any other legitimate purposes.
14. In case the leased Premises shall be damaged by fire other unavoidable casualty so that the same shall be thereby rendered unusable by the Tenant, then the rent shall be suspended or abated until the said Premises shall have been put in proper condition for use by the Tenant. In case of fire, or other damage or casualty, the Landlord shall thereupon cause the damage to be repaired, but if the Premises be so damaged that the Landlord shall decide not to rebuild, which decision shall be solely within the discretion of the Landlord, the term hereby created shall cease, and the rent shall either be paid by the Tenant or rent shall be refunded to the Tenant on the prorated basis for such period of time up to the date to casualty.
15. Tenant is granted the right, in common with the Landlord and other tenants and licenses of the Landlord, to use common exits and entrances to and from the building of which the

leased Premises is a part, parking, sidewalks and roadways, all in areas and upon conditions as designated by Landlord. The Tenant is expressly prohibited from storing any and all property in any common areas. The Tenant agrees to keep the common areas clear at all times.

16. The Tenants shall hold harmless, indemnify and defend Landlord from all liability, penalties, losses, damages, costs, expenses, causes of action, claims and/or judgements, including reasonable attorney's fees, which arise by reason of any injury or death to any person or persons, or damage to the property of any person or persons, resulting from the actions or inaction of the Tenant, its agents, servants, employees and invitees while in, upon or in any way connected with the leased Premises or use of the common areas, during the term of this Lease or occupancy hereunder.
17. The Landlord shall hold harmless, indemnify and defend Tenant from all liability, penalties, losses, damages, costs, expenses, causes of action, claims and/or judgements, including reasonable attorney's fees, which arise by reason of any injury or death due to any person or persons, or damage to the property of any person or persons, resulting from the actions or inaction of the Landlord, its agents, servants, employees and invitees while in, upon or in any way connected with all areas inside or outside of the building known as the Community and Government center in the Town of Oakfield, New York, during the term of this Lease or any occupancy hereunder.
18. If Tenant defaults in the payment of rent, or defaults in the performance of any of the other covenants or conditions hereof, Landlord may give Tenant notice of such default and if Tenant does not cure any rent default within three (3) days, or other default within ten (10) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Tenant does not commence such curing within such ten (10) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Landlord may terminate this Lease on not less than ten (10) days' notice to Tenant, and on the date specified in said notice the term of this Lease shall terminate, and Tenant shall then quit and surrender the Premises to Landlord, Landlord may at any time thereafter resume possession of the Premises by any lawful means and remove Tenant or other occupants and their effects.
19. The failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance. This Lease cannot be changed or terminated orally.
20. Interruption or curtailment of any service maintained in the building, if caused by strikes, mechanical difficulties or any causes beyond Landlord's control whether similar or dissimilar to those enumerated, shall not entitle Tenant to any claim against Landlord or to any abatement in rent and shall not constitute constructive or partial eviction, unless Landlord fails to take such measures as may be reasonable in the circumstances to restore the service without undue delay. If the Premises are rendered untenable in whole or in part, for a period of ten (10) consecutive business days, by the making of repairs, replacements or additions, other than those made with Tenant's consent or caused by misuse or neglect by Tenant or Tenant's agents, servants, visitors or licensees, there shall be a proportionate abatement of rent during the period of such untenability.

21. All notices or demands required or desired to be given pursuant to this Lease shall be in writing and addressed to the parties at the addresses given on the first page of this Lease; or at such other addresses as shall be designated hereafter by either party in writing. Such notice or demand shall take effect when received.
22. If any provision of this Lease shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this Lease or any provisions hereof and a valid and enforceable construction shall be given to the invalid and unenforceable provision to best reflect the commercial intent of the parties expressed herein.
23. No representations or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.
24. Landlord has made no representation or promises with respect to the said Premises except as herein expressly set forth. The taking of the possession of the demised Premises by the Tenant shall be conclusive evidence as against the Tenant that the Tenant accepts the same "as is" and that said Premises and the building and fixtures of which the same form a part were in good and satisfactory condition at the time such possession was taken.
25. Landlord covenants that if, and so long as Tenant pays the rent and any additional rent as herein provided, and performs the covenants hereof, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the term herein mentioned, subject to the provisions of this Lease.
26. This agreement and the performance of the parties hereunder shall be construed in accordance with and governed by the laws of the State of New York. The parties agree that claims asserted or causes of action arising hereunder shall be submitted to the jurisdiction of the Courts of the State of New York and shall be venued in Genesee County.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Lease the date first appearing above.

Town of Oakfield

By: \_\_\_\_\_  
Carol Glor, Supervisor

Clark Patterson Lee

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

STATE OF NEW YORK}  
COUNTY OF GENESEE} SS:

On the \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared, \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name

is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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NOTARY PUBLIC

STATE OF NEW YORK}  
COUNTY OF GENESEE} SS:

On the \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared, \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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NOTARY PUBLIC

**Second:** Deputy Supervisor Veazey  
**Ayes:** Glor, Veazey, Kabel, Martin, Wolcott  
**APPROVED UNANIMOUS VOTE (5-0)**

Budget proposals are due to the Supervisor no later than August 15<sup>th</sup>.

Brian Polagra from Congressman Chris Collins office is coming tomorrow at 10:30 am.

The Lion's Club is talking about drawing money from the Skandawee fund and possibly making a donation to the bathrooms in the park.

The Board was presented with the Men's contract to start contract negotiations. The Board will later look at the Employee Handbook.

**Adjournment: MOTION** Deputy Supervisor Veazey, second Councilman Martin to adjourn the meeting at 8:50 pm.

**Ayes:** Glor, Veazey, Kabel, Martin, Wolcott

Respectfully submitted,

Melissa M. Haacke  
Town Clerk

