

TOWN OF OAKFIELD

YEAR END MEETING

DECEMBER 30, 2019

ROLL

CALL: Supervisor Martin
Deputy Supervisor Glor
Councilman Carroll
Councilman Kabel
Councilman Wolcott

OTHERS

PRESENT: Town Clerk Haacke
Superintendent of Highways Schultz
Assessor Flansburg
Disaster Coordinator Graham
CEO/ZEO Mikolajczyk

Supervisor Martin called the meeting to order at noon; followed by the Pledge to the Flag

Abstract 13-2019—**MOTION** Councilman Kabel, second Councilman Carroll to authorize the following:

General Fund	1653-1665	\$ 6,928.41
Highway DA	568-576	\$103,493.89
Highway DB	286	\$ 86.46
Part Town B	196	\$ 24.80
Special Districts	225.227	\$ 29,080.00
	TOTAL	\$139,613.56

Ayes: Martin, Glor, Carroll, Kabel, Wolcott

MOTION CARRIED UNANIMOUS VOTE (5-0)

Supervisor Martin will again be asking Justin and Christina from Baldwin Business Services to meet and go over the 2019 AUD again. There are many adjustments that need attention.

Justice Graham stated that at this time, the state will be doing all court notifications regarding the new changes.

RESOLUTION 69-2019—SNOW PLOW AGREEMENT WITH THE VILLAGE OF OAKFIELD

Councilman Wolcott offered the following:

SNOW REMOVAL AGREEMENT

THIS AGREEMENT is made on the 30th day of December, 2019, 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, 2019 to May 31, 2020.
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 February 29, 2020, the sum of Thirty Three Thousand Nine Hundred Ninety Six and Seventy Seven Cents (\$33,996.77) 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.

Supervisor, Town of Oakfield

Mayor, Village of Oakfield

Seal:

Seal:

2019-2020 SNOW PLOW CONTRACT COMPUTATION

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

Contract to run from 6/1/2019 to 5/31/2020.

Contract based on 100% of County rate of \$6,451.00 per mile times Village centerline miles of 5.27.

Second: Councilman Carroll

Ayes: Martin, Glor, Carroll, Kabel, Wolcott

APPROVED UNANIMOUS VOTE (5-0)

RESOLUTION NO. 70-2019—WATER DISTRICTS

Councilman Kabel offered the following:

WHEREAS water districts are to zero out at the end of each year, and some of the water districts were not charged for the required Rural Development audit;

THEREFORE, BE IT RESOLVED, that the following monies be transferred to General Fund Money Market:

Water District No. 2	\$1,065.84	
Water District No. 3	\$1,191.75	
Water District No. 7	\$ 502.33	
Water District No. 9	\$ 647.93	
	Total	\$3,407.85

Second: Councilman Carroll

Ayes: Martin, Glor, Carroll, Kabel, Wolcott

CARRIED UNANIMOUS VOTE (5-0)

RESOLUTION NO. 71-2019—LINE ITEM TRANSFERS

Deputy Supervisor Glor offered the following:

~~GENERAL FUND-TOWN WIDE~~

<i>Transfer From:</i>	A1410.1a	Deputy Town Clk Svc	\$	4,260.00
	A1620.4a	Building Maint Agreement	\$	28,250.00
	A7140.1	Playground Svc	\$	5,380.00
	A8810.1	Cemetery Svc	\$	2,436.00
	A8810.2	Cemetery Equipment	\$	6,000.00
		Unexpended Balance	\$	<u>18,901.00</u>
		TOTAL:	\$	<u>65,227.00</u>

<i>Transfer To:</i>	A1110.1C	Prosecutor	\$	200.00
	A1110.4a	Justice Grant	\$	466.00
	A1220.4	Supervisor Contr.	\$	64.00
	A1330.4	Tax Collector Services	\$	340.00
	A1410.2	Clerk Equipment	\$	2,419.00
	A1440.4a	Professional Services	\$	7,700.00
	A1620.2	Town Hall Equipment	\$	14,525.00
	A1620.410	Town Hall-Utilities	\$	10,932.00
	A1910.4	Unallocated Insurance	\$	668.00
	A5010.1	Hwy Sup Svc	\$	23,145.00
	A5132.4	Garage Contra	\$	300.00
	A9030.8	Soc. Sec.	\$	241.00
	A9060.8	Hosp. & Med. Ins	\$	<u>4,227.00</u>
		TOTAL:	\$	<u>65,227.00</u>

GENERAL FUND-OUTSIDE VILLAGE

<i>Transfer From:</i>	B5182.4	Special Items Rural Lighting	<u>\$ 3,190.00</u>
			<u>\$ 3,190.00</u>

<i>Transfer To:</i>	B1490.1	Public Work Clerk Svc	<u>\$ 385.00</u>
	B3620.1a	Water Line Inspection	<u>\$ 1,000.00</u>
	B3620.4	Code Enforcement Contr.	<u>\$ 1,573.00</u>
	B8010.4	Zoning Contr.	<u>\$ 232.00</u>
			<u>\$ 3,190.00</u>

HIGHWAY FUND-TOWNWIDE

UNANTICIPATED REVENUE

<i>Transfer From:</i>	DA2302	Snow Removal	\$ 3,279.00
	DA2650	Scrap Metal	<u>\$ 984.00</u>
			<u>\$ 4,263.00</u>

<i>Transfer To:</i>	DA5130.4	Machinery Contr.	\$ 2,459.00
	DA5140.4	Misc. Brush/Weed Contr.	<u>\$ 1,804.00</u>
			<u>\$ 4,263.00</u>

HIGHWAY FUND-OUTSIDE VILLAGE

<i>Transfer From:</i>	DB5110.1	General Repairs Services	<u>\$ 26,562.00</u>
			<u>\$ 26,562.00</u>

<i>Transfer To:</i>	DB5110.1a	Roads Project Svc.	\$	198.00
	DB5112.2	Chips	\$	<u>26,364.00</u>
			\$	<u>26,562.00</u>

Second: Councilman Kabel

Ayes: Martin, Glor, Carroll, Kabel, Wolcott

CARRIED UNANIMOUS VOTE (5-0)

ADJOURNMENT: MOTION Councilman Kabel, second Councilman Wolcott to adjourn the meeting at 1:12 pm.

Respectfully submitted,

Melissa M. Haacke,
Town Clerk
