

TOWN OF OAKFIELD
REGULAR BOARD MEETING

May 12, 2020

ROLL

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

OTHERS

PRESENT: Town Clerk Haacke
Superintendent of Highways Schultz
Assessor Flansburg
CEO/ZEO Mikolajczyk
Disaster Coordinator Graham
Paul Osborn, Youth Recreation Chairman

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

Supervisor Martin read the following:

Because of the Novel Coronavirus (COVID-19) Emergency and State and Federal bans on large meetings or gatherings and pursuant to Governor Cuomo's Executive Order 220.1 issued on March 12, 2020 suspending the Open Meetings Law, the Town of Oakfield regular Town Board Meeting scheduled on this date, May 12, 2020 will be held electronically vis "Zoom" instead of a public meeting open for the public to attend in person. Members of the public may listen or view the Town Board Meeting by following the meeting link on Facebook and the Town Website, or watching a live stream on Facebook. Minutes of the Oakfield Town Board meeting will be transcribed and posted on the Town of Oakfield's website www.townofoakfieldny.com.

Please follows these rules for this meeting.

- 1. Please keep your microphone on mute for this meeting***
- 2. Please understand that we will not accept public comment at this time***
- 3. You may direct questions to any member of the Town by contacting the office during regular business hours***

We thank you for your understanding as we work to make this a transparent meeting on a different format.

Minutes of the March 2020 Regular Board Meeting (Meeting scheduled for April 2020 was canceled):

MOTION Deputy Supervisor Wolcott, second Councilperson Glor to approve the minutes as written

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

MOTION CARRIED UNANIMOUS VOTE (5-0)

JUSTICE

All Town & Village Courts remain closed until at least June 1st

As of Monday, May 11th Court Clerk can work in the office but the public is not allowed in

We are working with the Unified Court System and the 8th District on when and how we will resume Court operations

Per Governor Cuomo, the eviction process is on hold until August

Judges and Court Clerk have been completing their required training on-line

We are working on any savings possible, such as no purchases unless absolutely necessary. No attendance at the Court Clerk's annual conference, no attendance at the annual Magistrates Conference, we have had no security costs during the shutdown. We will try not to have any jury trials or hearing that would require security to be present.

CEO/ZEO

Mr. Mikolajczyk's report is available for review during regular business hours.

ASSESSOR

Preparing for Grievance Day, May 27th by appointment

SUPERINTENDENT OF HIGHWAYS

ROADWORK UPDATE

Mowing in cemeteries and parks

Scheduled stone & oil for May 21st

Taking plow equipment off trucks

Started painting snow equipment

BUILDINGS & GROUNDS:

Fire alarm going off, Tom called West Fire and they came out to do an inspection

CEMETERIES:

One burial

Sold two graves

PARKS:

Bleachers for parks are done

No word from Little League

EQUIPMENT UPDATE:

Truck 200 service

Truck 210 inspection and needed a blower motor for heater (defroster)

Truck 211 had to put two universals

LIBRARY:

Been closed—nothing to report

MISCELLANEOUS:

MJ Mechanical serviced the boiler
Finally put shield on light at Lockport Road
Listen to webinar on CHIPS, sounds promising
Need resolution for Mowing contract with state

TOWN CLERK

Abstract 4 & 5, 2020—MOTION Councilman Kabel, second Deputy Supervisor Wolcott to authorize the following:

APRIL

General Fund	1753-1785	\$ 30,407.25
Highway DA	612-629	\$ 30,518.09
Highway DB	291	\$ 618.31
Part Town B	205-208	\$ 1,642.22
Water Districts	189	\$1,148,264.17
	TOTAL	\$1,211,450.04

MAY

General Fund	1786-1801	\$ 14,624.81
Highway DA	630-636	\$ 3,397.85
Highway DB	292-294	\$ 1.363.28
Part Town B	209-211	\$ 2,348.96
	TOTAL	\$21,734.90

Ayes: Martin, Wolcott, Carroll, Glor, Kabel
MOTION CARRIED UNANIMOUS VOTE (5-0)

RESOLUTION NO. 26-2020—MJ MECHANICAL PREVENTATIVE MAINTENANCE & SERVICE AGREEMENT HAXTON MEMORIAL LIBRARY

Deputy Supervisor Wolcott offered the following:

BE IT RESOLVED, that the Town Board of the Town of Oakfield enters into the MJ Mechanical Preventative Maintenance & Service Agreement for the HVAC system at the Haxton Memorial Library in the amount of \$1,000.00. This contract is effective May 1, 2020-April 30, 2021.

Second: Councilperson Glor
Ayes: Martin, Wolcott, Carroll, Glor, Kabel
APPROVED UNANIMOUS VOTE (5-0)

RESOLUTION NO. 27-2020—TOSHIBA COPIER RENEWAL

Councilperson Glor offered the following:

BE IT RESOLVED, that the Town Board of the Town of Oakfield will enter into a 63 month lease agreement with Toshiba for our copier. The existing copier will be returned to Toshiba, and the monthly

investment of \$318.78 includes parts, labor, travel and supplies, except paper and staples. Toshiba will pay off the remaining lease.

Second: Deputy Supervisor Wolcott

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

APPROVED UNANIMOUS VOTE (5-0)

RESOLUTION NO.28-2020—SECURITY 101 SYSTEM CONTRACT

Councilman Carroll offered the following:

BE IT RESOLVED, that the three year contract for the security system is \$1,965.60 and cover the Town Building.

Second: Deputy Supervisor Wolcott

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

APPROVED UNANIMOUS VOTE (5-0)

RESOLUTION NO. 29-2020—SECURITY 101 CUSTOM/DEDICATED ONLINE TRAINING

Councilperson Glor offered the following

BE IT RESOLVED, that the Town Clerk, Melissa Haacke and Town Justice Thomas Graham will received four (4) hours of training on the security system from Security 101 at a onetime cost of \$900.00.

Second: Councilman Kabel

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

APPROVED UNANIMOUS VOTE (5-0)

RESOLUTION NO. 30-2020—INTERMUNICIPAL AGREEMENT BETWEEN GENESEE COUNTY AND THE TOWN OF OAKFIELD FOR THE PROVISION OF SNOW REMOVAL AND ICE CONTROL SERVICES & ROADSIDE MOWING

Deputy Supervisor Wolcott offered the following:

**INTERMUNICIPAL AGREEMENT BETWEEN
GENESEE COUNTY
AND
TOWN OF OAKFIELD**

Intermunicipal Agreement for
Snow Removal and Ice Control Services and
Roadside Mowing

THE AGREEMENT, dated May 12, 2020 by and between the **COUNTY OF GENESEE**, a municipal corporation having its office and place of business in the County Building, 15 Main Street, Batavia, New York, 14020, hereinafter referred to as the “**County**,” and the **TOWN OF OAKFIELD**, a municipal corporation within the **County of GENESEE**, having its office and place of business at 3219 Drake Street Road, Oakfield, NY 14125 hereinafter referred to as the “**Town**.”

WITNESSETH

WHEREAS, the County owns, operates, and maintains a highway system in the towns and villages (are there County roads in villages) of the County; and

WHEREAS, the County Superintendent of Highways has general charge and supervision of the work of constructing, improving, repairing and maintaining all County roads; and

WHEREAS, County funds may be expended for the control and removal of snow and ice from County roads; and

WHEREAS, County funds may be expended for roadside mowing and removal of noxious weeds along County roads; and

WHEREAS, the County desires to enter into an agreement with the Town for snow removal and for salting and treating County roads for the purpose of removing the danger of ice and snow and the mowing along the sides of County roads; and

WHEREAS, the Town has appropriate snow and ice removal and mowing equipment and sufficient snow and ice control and mowing personnel to contract with the County for snow and ice control services and roadside mowing services; and

WHEREAS, the Town Board has authorized the Agreement by Resolution No. 30-2020, adopted May 12, 2020.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and consideration hereinafter set forth and pursuant to Sections 118-b, 135-a and 142-d of the New York State Highway Law, the parties hereto mutually agree that the Town will provide snow and ice control services and roadside mowing on the County highway system and that the County will reimburse the Town for the provision of these services under a lump sum reimbursement contract.

I. TERM OF THE AGREEMENT:

The term of this Agreement shall be for a period of one (1) year beginning January 1, 2021 and expiring on December 31, 2021. The parties agree that there shall be an annual adjustment to the rates as set forth below.

II. SCOPE OF WORK:

This Agreement shall include all activities by the Town upon County roads and roadsides within the Town that are necessary to control snow and ice and roadside mowing, together with all necessary labor, equipment and materials. The contracted activities which will be routinely performed by all towns are listed below: (will there be any differences for any Towns)

1. Supervision of Town equipment and trucks on County Roads;
2. Supervisory patrolling of Town equipment and trucks on County Roads;
3. Preparedness for snow and ice control, snow fencing and stockpiling;
4. Plowing of snow from the roadways and shoulders, and/or the application of anti-icing or de-icing materials
5. Treatment of slippery spots, including 'black ice', and bridge decks;
6. Routine benching using plow trucks;
7. Pushing back high banks with other heavy equipment;
8. Roadside mowing along roadways, embankments, and ditches

III. SERVICES TO BE PROVIDED:

A. Snow and Ice Control Standards.

The Town shall provide the basic service elements as outlined in this Agreement and as outlined in the latest revision(s) to the New York State Department of Transportation "Highway Maintenance Guidelines Chapter 5 - for Snow and Ice Control", and as the Guidelines may be further updated/revised from time to time throughout the term of this Agreement; with the exception that the following modifications or clarifications to the Guidelines, and as amended, shall be applicable to this Agreement:

1. Section 5.3200 Snow Control Goals

Replace the table in subsection 5.3201 and 5.3202 with the following; *The Town shall provide for the middle half width of pavement (wheel tracks) to be bare 4 to 8 hours after the event. If suitable weather conditions allow, the Town shall provide for the full width of the pavement to be bare 12-24 hours after the event.*

2. Section 5.4405 Guidelines for the use of Salt

Paragraph F. Spreading speed. Delete the third paragraph and replace with the following;

Depending on the road and traffic conditions, speeds should be in the range of 15 MPH to 30 MPH.

3. Section 5.4406 Guidelines for the use of Abrasives.

Replace paragraph E. Spreading speed with the following;

The spreading speed should be in the range of about 15 to 30 MPH, depending on traffic and highway surface conditions.

Section 5.8300 Methodology for Passive Snow Control

Section 5.8301 General. Add the following: Snow fence - The installation, maintenance and storage of snow fence is not considered a special activity and the County will not provide additional reimbursement. The decision to install snow fence shall be determined by the Town Highway Superintendent.

Sweeping

At the end of the snow season, the Town shall be responsible to sweep County road sections where abrasive materials have accumulated on the pavement.

B. Operational Plan

In November of each year, the Town may be required to submit an operational plan (electronic submission is acceptable), which outlines the approach to meet the requirements of this Agreement. If there are no changes from the previous year, a simple statement submitted by the highway superintendent via email referencing the previous years' plans and stating "no change" is sufficient. The County and Town may modify the operational plan by mutual consent.

C. Mutual Aid

The County agrees to provide additional equipment and manpower to assist the Town in unusual storms or events at no penalty or cost to the Town. The Town and County will maintain records and log books of such mutual aid so that it may be communicated with emergency managers and, if needed, disaster recovery reimbursements.

D. Roadside Mowing

The Town shall provide the basic service elements as outlined in this Agreement and as outlined in the latest revision(s) to the New York State Department of Transportation "Highway Maintenance Guidelines Chapter 3 - for Roadside and Drainage Maintenance", and as the

Guidelines may be further updated/revised from time to time throughout the term of this Agreement;

IV. LEVEL OF SERVICE:

A. Snow and Ice Control.

The Genesee County plowing and salting lane mileage inventory for each road in the Town will be provided each year. The County shall update this inventory annually as of December of each year. The County shall provide a copy of this amended inventory to the Town for its review and acceptance. The values contained on the annual inventory will be used for the annual calculation for lump sum payment as outlined in this Agreement. For the purpose of this agreement, turning lanes will be accounted for as lane miles and will be converted to centerline miles at half their distance.

B. Roadside Mowing.

In general, grass height shall be maintained between 6 and 10 inches in all mowed areas and extend from the pavement edge a minimum of ten feet on the first mowing and to the right-of-way edge on the second and any additional mowing. Traffic signs shall be clearly visible at all times and sight distance areas shall be mowed to a sufficient width.

V. PAYMENT:

In consideration of the performance by the Town, the County agrees to pay to the Town each year during the term of this Agreement, amounts calculated as follows:

A. Snow and Ice Control.

The payment for Snow and Ice Control services shall be calculated by the County in September of each year and forwarded to the Town for review and concurrence. The payment shall be lump sum on a per centerline mile basis. The payment shall be recalculated annually using the most current equipment rates as provided by NYSDOT, labor rates based on the Genesee County Highway AFSCME collective bargaining agreement and the annual sodium chloride bid price as awarded by Genesee County. The calculation will assume that each Town is running at least 4 plow trucks to cover their

County snow plow mileage. The annual rate will be based on and adjusted annually by the previous 3-year average number of days with at least one inch of snow cover as recorded by the National Weather Service at the Buffalo (BUF) Airport. A sample of the calculation is shown in Exhibit "A". County highways marked with NYS Route numbers shall be compensated at 1.5 times the centerline mile rate established annually.

B. Roadside Mowing.

The payment shall be lump sum on a per centerline mile basis. The payment for Roadside Mowing services shall be \$474 in the first year of the Agreement in 2021. Unless otherwise agreed to by both parties, this payment will automatically increase annually by 2%.

VI. METHOD OF PAYMENT:

A. Snow and Ice Control.

The Town shall be reimbursed for services provided in two (2) payments. The first payment shall represent 50% of the Snow & Ice Payment. The first payment shall be made in February of each year of this Agreement. The second and final payment will be made in April and represent the remaining 50% of the Snow & Ice Payment.

B. Roadside Mowing.

The Town shall be reimbursed for services provided in one (1) payment. The payment shall be made in September of each year of this Agreement.

VII. NOTICES

All notices and other communications hereunder shall be in writing and shall be delivered personally, or by guaranteed overnight delivery, or by registered or certified mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice:

To County, at the following address:

To Town, at the following address:

Genesee County Superintendent of Highways
153 Cedar Street
Batavia, NY 14020
Phone: (585) 344-8508

Town of Oakfield
3219 Drake Street Road
Oakfield, NY 14125
Phone: (585) 948-5835

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement the date set forth above.

COUNTY OF GENESEE

TOWN OF _____

By: _____

By: _____

Chairperson of the Legislature

Supervisor

STATE OF NEW YORK)

COUNTY OF GENESEE) SS:

On this _____ day of _____, 2020, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

COUNTY OF GENESEE) SS:

On this ____ day of _____, 2020, 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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Second: Councilman Kabel

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

APPROVED UNANIMOUS VOTE (5-0)

RESOLUTION NO. 31-2020—COVID 19 WORK POLICY

Councilman Carroll offered the following:

**Town of Oakfield Multidepartment
COVID-19 Pandemic Work Policy**

- **Maintain Social distance – 6 feet minimum – at all times when practicable.**
- **In working conditions where required social distancing is impossible to achieve, employees must wear facemasks. Employees may wear their own facemasks. The Town will also supply facemasks. Employees will not share PPE of any kind.**
- **Avoid face-to-face meetings when practicable.**
- **Avoid touching your face – especially eyes, nose, and mouth.**

- **All employees shall drive to work site/job area in a single occupant vehicle as much as practicable. In circumstances when there is a requirement for two occupants—both employees shall wear a facemask. Vehicles should not have more than two occupants for any reason.**
- All equipment and vehicles are to be returned to the maintenance garage unless not practical (e.g. tracked equipment, equipment requiring hauling) so they may be disinfected at the end of the day. Supervisors will provide disinfectant wipes for equipment left in the field so that it may be sanitized in between uses and when operators change.
- **A “No Congregation” policy is in effect, individuals must implement social distancing by maintaining a minimum distance of 6 feet from other individuals.**
- **Break Room use, number of occupants per break room/lunch room: Keep it to 2 people per table.**
- Change gloves properly and when appropriate. Properly dispose of used tissues, gloves, towels, etc.
- Do not share tools or other devices that have not been sanitized properly.
- Try to use disposable utensils, plates, cups when practicable – do not share.
- Do not use common water coolers, ice machines or public water fountains.
- No communal food, i.e. Donuts, Pizza, candy, etc.
- Dispose of all debris, food containers, drink bottles/cans from trucks, vehicles and equipment.
- Try to bring food, coffee, snacks, etc. from home. Limit trips to stores during break.
- Normal work scheduling and leave usage in effect. COVID-19 leave credits are available only to employees that have been quarantined or diagnosed with coronavirus or live with another household member diagnosed with coronavirus. COVID-19 leave usage will be determined by Human Resources and documentation paperwork is required.
- Employees shall be required to sign their time cards each week. Falsifying time records will be disciplined accordingly. Reminder that the exterior of the facility is monitored by video camera.
- Failure to adhere to this policy may result in discipline as per the collective bargaining agreement.
- Depending on the severity of community spread of the virus, the Town may institute a procedure for taking the temperature of workers as they enter the workplace. A detailed policy for this procedure/process will be developed and agreed to by the Board prior to its implementation

Second: Councilman Kabel

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

APPROVED UNANIMOUS VOTE (5-0)

RESOLUTION NO.32-2020—NYS DOT MOWING CONTRACT

Deputy Supervisor Wolcott offered the following:

WHEREAS, the Superintendent of Highways has been notified by NYSDOT of the Roadside Mowing Agreement; and

THEREFORE, BE IT RESOLVED, the Town of Oakfield shall enter into the 2020 Roadside Mowing Agreement with NYSDOT.

Second: Councilperson Glor

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

APPROVED UNANIMOUS VOTE (5-0)

RESOLUTION NO. 33-2020—CANCELLATION OF 2020 YOUTH RECREATION PROGRAM

Deputy Supervisor Wolcott offered the following:

BE IT RESOLED, that due to the COVID-19 pandemic, the Town of Oakfield does hereby cancel the 2020 Youth Recreation Program.

Second: Councilperson Glor

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

APPROVED UNANIMOUS VOTE (5-0)

ADJOURNMENT: MOTION Councilman Kabel, second Deputy Supervisor Wolcott to adjourn the meeting at 6:45 pm.

Respectfully submitted,

Melissa M. Haacke,

Town Clerk