

TOWN OF OAKFIELD
REGULAR BOARD MEETING
AUGUST 11, 2020

Roll

Call: Supervisor Martin
Deputy Supervisor Wolcott
Councilman Carroll
Councilman Kabel

Others

Present: Town Clerk Haacke
Superintendent of Highways Schultz
Assessor Flansburg
CEO/ZEO Mikolajczyk
Chad Klotzbach, Legislator

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

Minutes of the July 14, 2020 Regular Board Meeting: **MOTION** Deputy Supervisor Wolcott, second Councilman Kabel to approve the minutes as written.

Ayes: Martin, Wolcott, Carroll, Kabel

MOTION CARRIED UNANIMOUS VOTE (4-0)

CEO/ZEO

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

ASSESSOR

One person who filed a grievance in May and lost has now filed a small claims. Waiting on date from the county.

House sales are going out of sight.

SUPERINTENDENT OF HIGHWAYS

ROADWORK UPDATE

Stone & oil Maple & Hutton
Working with other Towns (Alabama, Darien & Pembroke)
Finished ditching on Fisher, Fox Road next
Mowing road sides

BUILDINGS & GROUNDS:

Suburban Electric fixed lights and flood lights
Working on protection for flood lights

CEMETERIES:

One burial, one cremation

PARKS:

Preparing girls field for play
Mowing & weeding
Have heard nothing from Little League

EQUIPMENT UPDATE:

203 tore rear end, hefty bill

LIBRARY:

Haven't heard from anybody from Library as to their intentions, nor have I gone up there

MISCELLANEOUS:

Three people looking to seal the parking lots, no quotes as of yet
Handed out lunches for school on Thursday the 23rd

TOWN CLERK

Abstract 8-2020—MOTION Councilman Kabel, second Deputy Supervisor Wolcott to authorize the following:

General Fund	1853-1884	\$18,798.14
Part Time B	216-220	\$ 1,303.80
Special Districts	232	\$ 4,991.08
Highway DA	649-653	\$10,544.34
Highway DB	306-310	\$51,193.22
	TOTAL	\$86,830.58

Ayes: Martin, Wolcott, Carroll, Kabel
MOTION CARRIED UNANIMOUS VOTE (4-0)

RESOLUTION NO. 34-2020—INTERMUNICIPAL AGREEMENT FOR DOCUWARE SHARING POLICY FOR TOWN OF OAKFIELD AND TOWN OF ELBA

Councilman Carroll offered the following:

This agreement, made the 1st day of September, 2020, by and among the Town of Oakfield, a Municipal Corporation of the State of New York, 3219 Drake Street, Oakfield, New York 14125 and the Town of Elba, a Municipal Corporation of the State of New York, 7 Maple Avenue. P.O.Box 295, Elba, New York 14058.

Witnesseth:

Whereas, the Town of Oakfield and the Town of Elba share the services of Docuware on the Town of Oakfield server and

Whereas, the Town of Oakfield pays the entire bill for each year and

Whereas, the Town of Elba agrees to pay yearly their share of the total cost of the system based on how many user accounts they desire and the initial amount of user accounts for the Town of Elba will be two (2) and can be amended at any time and

Whereas, the yearly payment for each user account will be \$670.00 payable to the Town of Oakfield by January 31st of each year to cover the calendar of the payment and a bill will be sent to the Town of Elba every December and

Whereas, if the Town of Elba increases the amount of user accounts or amount of cloud storage, the fee will change with the next yearly payment and the user account fee could change each year based on the rate charged by Docuware and

IN WITNESS WHEREOF the parties have last signed this Agreement the day and year first written above.

TOWN OF OAKFIELD

Matthew Martin, Supervisor

TOWN OF ELBA

Donna Hynes, Supervisor

State of New York}

County of Genesee}ss.

On this _____ day of _____, 2020, before me, the undersigned, personally appeared Matthew Martin, 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, personally appeared Donna Hynes, 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.

Notary Public

Second: Deputy Supervisor Wolcott
Ayes: Martin, Wolcott, Carroll, Kabel
APPROVED UNANIMOUS VOTE (4-0)

RESOLUTION NO. 35-2020—LIBRARY LEASE AGREEMENT

Councilman Kabel offered the following:

LIBRARY LEASE AGREEMENT

THIS AGREEMENT, made this 11th day of August, 2020, by and between the TOWN OF OAKFIELD, New York, a municipal corporation duly organized and existing under and pursuant to the Laws of the State of New York, having its office and principal place of business at 3219 Drake Street Road, Oakfield, NY 14125, (hereinafter referred to as “Landlord”); and HAXTON MEMORIAL LIBRARY, an educational institution duly organized and existing under and pursuant to the Laws of the State of New York, having its office and principal place of

business at 3 North Pearl Street, Oakfield, New York 14125, (hereinafter referred to as “Tenant”).

WITNESSETH

WHEREAS, the Landlord is the owner of premises and the building thereon located at 3 North Pearl Street, in the Town of Oakfield, which has been and continues to be used for library purposes (hereinafter referred to as “premises”), and

WHEREAS, the parties want to set forth in writing the relationship of the parties with regard to the use of the library building and premises;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The Landlord does hereby lease to the Tenant the premises and the building contained thereon for the purpose of providing library services to the public.
2. The initial term of this Lease shall be from the date of execution of this Agreement until December 31, 2021. The Lease shall be automatically renewed for a one (1) year period commencing January 1, 2022, and ending on December 31, 2022, and automatically yearly thereafter, unless terminated as hereinafter started.
3. Either party may terminate this Lease by giving written notice to the other party at least sixty (60) days in advance of the termination date.
4. The consideration for the Lease shall be the sum of One Dollar (\$1.00) and no more, per year, to be paid by Tenant to the Landlord upon execution of this Agreement for the first term (without proration), and on or before January 15th of each year thereafter to pay for the automatic renewals.
5. The Landlord agrees that if Tenant continues to pay the rent and is not in default under this Library Lease Agreement, Tenant may peacefully and quietly have, hold and enjoy the premises exclusively for the term of this Agreement, and any automatic renewal thereof, as long as the building is being used to provide library services to the public; with the exception that the Landlord may authorize temporary use of the grounds by persons or organizations in connection with public event or public purpose.
6. Tenant shall clear and keep all walkways, including stairs and porches, free from ice and snow. In the event the Tenant fails to perform this duty in a timely fashion, the Landlord may perform these services and charge back a reasonable fee for the same to the Tenant. The Landlord shall be responsible for all other snow removal and plowing, as well as all maintenance and care of the premises and landscape on the outside of the building.
7. The Landlord shall also be responsible for all maintenance of the inside and outside of the building and Tenant shall not make any alterations to the building or grounds without the prior approval of the Town Board, except as follows: Tenant may make

- any repairs of \$200 or less without prior Landlord approval, with the bill for such repairs to be forwarded and paid by the Landlord.
8. During the term of the Lease, Tenant shall, at its own cost and expense, provide and maintain a Tenant's (Renter's) insurance policy, and shall provide to the Landlord a current Certificate of Insurance providing coverage, as follows:
 - A. Insuring all contents of the building owned by Tenant, such as books, equipment, etc. The Landlord shall have no responsibility for damage or loss to these items, and Tenant shall hold the Landlord harmless concerning the same.
 - B. A liability policy covering personal injury in the minimum amount of One Million Dollars with the Landlord to be named as additional insured upon said policy.
 - C. In the event that the Tenant fails to obtain the insurance policy required herein, or to provide the Landlord with proof of the same, after the Landlord has given the Tenant thirty (30) days written notice to cure this default, the Landlord may obtain the necessary insurance coverage and charge back the expense of the same to the Tenant.
 9. As part of its total insurance coverage, the Landlord shall also maintain fire and hazard insurance upon the building, as well as liability insurance covering personal injury upon the premises.
 10. The Landlord or its authorized agents may enter the premises with no notice for inspection, repairs, maintenance, or improvement.
 11. Upon termination of the Lease, Tenant will surrender the premises to the Landlord in as good condition as now, necessary were and damage by the elements excepted.
 12. This Library Lease Agreement shall be binding upon the parties and their successors or assigns.
 13. This Lease can only be changed by an agreement in writing signed by the parties to the Lease.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first written above.

TOWN OF OAKFIELD

By: _____

Matthew E. Martin, Supervisor

HAXTON MEMORIAL LIBRARY

By: _____

Name Title

Second: Deputy Supervisor Wolcott
Ayes: Martin, Wolcott, Carroll, Kabel
APPROVED UNANIMOUS VOTE (4-0)

RESOLUTION NO.36-2020-- AMENDMENT TO RESOLUTION 22-2019 DEFINED DUTIES OF SECOND DEPUTY TOWN CLERK

Deputy Supervisor Wolcott offered the following:

WHEREAS, the appointment of a Second Deputy clerk is allowable in the Town of Oakfield, and

WHEREAS, the duties of a Second Deputy Clerk must be clearly defined,

THEREFORE, BE IT RESOLVED, that a Second Deputy Clerk has the authority to act generally for and in place of the Town Clerk.

Second: Councilman Carroll
Ayes: Martin, Wolcott, Carroll, Kabel
APPROVE UNANIMOUS VOTE (4-0)

RESOLUTION NO. 37-2020-- TOWN OF OAKFIELD RETENTION AND DISPOSITION SCHEDULE FOR NEW YORK LOCAL GOVERNMENT RECORDS (LGS-1)

Councilman Carroll offered the following:

RESOLVED, by the Town Board of the Town of Oakfield that Retention and Disposition Schedule for New York Local Government Records (LGS-1), issued pursuant to Article 57-A of the Arts and Cultural Affairs

Law, and containing legal minimum retention periods for local government records, is hereby adopted for use by all officers in legally disposing of valueless records listed therein.

FURTHER RESOLVED, that in accordance with Article 57-A:

- a. Only those records will be disposed of that are described in Retention and Disposition Schedule for New York Local Government Records (LGS-1), after they have met the minimum retention periods described therein;
- b. Only those records will be disposed of that do not have sufficient administrative, fiscal, legal, or historical value to merit retention beyond established legal minimum periods.

Second: Deputy Supervisor Wolcott

Ayes: Martin, Wolcott, Carroll, Kabel

APPROVED UNANIMOUS VOTE (4-0)

New DEC program is not working properly.

Working on Budget with Assessor and Highway Superintendent.

SUPERVISOR

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

Ayes: Martin, Wolcott, Carroll, Kabel

MOTION CARRIED UNANIMOUS VOTE (4-0)

ATTORNEY

Mr. Schubel has informed Supervisor Martin that he will retire and will no longer be the Town attorney effective December 31, 2020.

LIBRARY LIAISON

Anne Engel will end her tenure on the Library Board in September 2020.

Meeting August 12th

COMMITTEE REPORTS

Planning Board had a meeting July 28th and sent two items to the county. Emerson's for chickens in a residential area and a Zoning change for Albion Road.

The Planning Board meets again on August 25th

Public Hearing is set for September 8th at 6:15 for the zoning issue only.

Men's contract—

Supervisor Martin and Deputy Supervisor Wolcott will decide on a time to meeting with the MEO's. Deputy Supervisor Wolcott suggested that two changes be made to the contract: freeze on salaries across the board, vacation—use it or lose it.

Councilman Carroll suggested that if those changes happen, the contract should be reviewed at least yearly, if not every 6 months because of COVID.

RESOLUTION NO. 37-2020—ELECTED OFFICIALS POLICY

Councilman Carroll offered the following:

POLICY FOR THE TOWN OF OAKFIELD FULL TIME ELECTED OFFICIALS

ARTICLE 1—INSURANCE

- Section 1** Effective January 1, 2021, the Town will pay the cost of health insurance for full time elected officials.
- Section 2** All elected officials will be covered by Worker’s Compensation through the Genesee County Self Insured Fund.
- Section 3** Elected Town Clerk & Superintendent of Highways not taking insurance will receive \$4000.00 in lieu of said insurance. The amount shall be paid twice per year (\$2000.00 each payment).
- Section 4** In addition to the medical insurance coverage, the Town will provide a Reimbursement Account. At the beginning of each calendar year, the Town shall credit the full time (Town Clerk & Superintendent of Highways) elected official’s Reimbursement account with \$4,000 to be used to pay for qualified medical and prescription drug expenses not covered by the medical health insurance plan. Any unexpended portion of the reimbursement amount in the year may NOT be carried over to the next year.

ARTICLE 2—RETIREMENT

- Section 1** The NYS retirement plan is available for the elected officials who choose to join.
- Section 2** Deferred Compensation – the Elected Official may enroll in the deferred compensation plan. They will use a percentage as the basis for deductions to be determined by each individual. The Town will NOT match contributions to this plan.

ARTICLE 3 – VALIDITY

- Section 1** If any parts of this policy are found to be illegal, such legality shall not in any way affect any other parts of this policy.

****This policy is set for three years, but to be reviewed each year at budget time.**

Second: Councilman Kabel

Ayes: Martin, Wolcott, Carroll, Kabel

APPROVED UNANIMOUS VOTE (4-0)

ADJOURN: MOTION Councilman Kabel, second Deputy Supervisor Wolcott to adjourn the meeting at
7:56 pm.

Respectfully submitted,

Melissa M. Haacke,
Town Clerk