

TOWN OF OAKFIELD
REGULAR BOARD MEETING
OCTOBER 13, 2020

ROLL

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

OTHERS

PRESENT: Town Clerk Haacke
Superintendent of Highways Schultz
Assessor Flansburg
Deborah Lynch
Mary Jo Matla
Natalie Emerson
James Emerson
Dave Boyle, Village of Oakfield
Mike Cianfrini, Village of Oakfield
Chad Klotzbach, District 1 Legislator

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

Minutes of the September 8, 2020 Regular Board Meeting, Budget Workshop, PH Zoning Change Albion Road: **MOTION** Councilman Kabel, second Councilman Carroll to approve the minutes as written.

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

MAYOR DAVE BOYLE, VILLAGE TRUSTEE MIKE CIANFRINI

Regarding Water Rates and User Fees

Mayor Boyle confirmed that the user fee on the water bills increased \$2.00

Mayor Boyle stated that this increase was to cover debt

Village has been struggling with the water fund for the last few years as it is and has been in the "red"

Councilperson Glor stated that water has been an issue for years and the Town has never seen a breakdown of the water rate. How does the village rate of \$6.40 come to be?

Mayor Boyle stated that he would get that to us.

Trustee Mike Cianfrini offered that about 20 years ago the Village sold the Water Treatment Plant and that money was used to supplement the water budget. That money is now gone and rates are increasing.

Supervisor Martin asked if it was time for the village to get out of the water business.

Trustee Cianfrini stated that getting out of the water business must be looked at, if it is cost effective for the long and short run than it may happen.

Councilperson Glor stated that the Town's impression was that the use fee monies collected through the water billing was going to the cost of upgrading the capacity of the tower.

Both village officials denied this and stated that the town and village water is part of a system and the town residents will continue to pay on the debt until it is paid in full.

Supervisor Martin stated that the paperwork he holds regarding the tower proves otherwise, the breakdown comes from Clark Patterson Lee who designed the tower.

Mayor Boyle asked to see that paperwork.

Mayor Boyle stated that the village has had their audit by Freed Maxwell, and the audit showed a deficit in the water fund.

Supervisor Martin asked for a copy of said audit when available.

Councilperson Glor also asked for an amortization schedule on how much the Town residents have paid toward the water tower.

Supervisor Martin stated that once all the information is exchanged, the town and village would talk again.

Deputy Supervisor Wolcott asked Trustee Cianfrini what the "cons" would be of getting out of the water business.

Trustee Cianfrini stated they would be negotiating the tower debt and that at one point Monroe County Water Authority wasn't interested in taking over Oakfield's system.

ASSESSOR

Working on valuation

Sales are out of site; most over 40% of assessed value

Waiting on New York State input

SUPERINTENDENT OF HIGHWAYS

ROADWORK UPDATE

Mow around bridges and ditches with excavator

Helped other towns with shoulder work

BUILDINGS & GROUNDS:

Sealed parking lot

CEMETERIES:

Eight headstone foundations poured

One cremation

PARKS:

Parking lot sealed
Waiting on Lion’s Club for bench

EQUIPMENT UPDATE:

Trucks inspected
New brakes on 210

LIBRARY:

Nothing to report

MISCELLANEOUS:

Hung scarecrows for Halloween on Village light posts
Started discussing Majestic Light Celebration
Discussed with Town of Batavia selling them the WACHS trailer

RESOLUTION NO. 40-2020—WACHS TRAILER AS SURPLUS

Deputy Supervisor Wolcott offered the following:

WHEREAS, the Town of Oakfield declares the WACHS Trailer surplus equipment and authorizes the Superintendent of Highways to see if anyone is interested in purchasing.

Second: Councilman Carroll

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

APPROVED UNANIMOUS VOTE (5-0)

TOWN CLERK

Abstract 10-2020: MOTION Deputy Supervisor Wolcott, second Councilman Carroll to authorize the following:

General Fund	1909-1943	\$29,679.98
Highway DA	660-667	\$94,756.65
Highway DB	314-321	\$ 8,973.34
Part Town B	223-225	\$ 1,791.31
Capital Water	10	\$29,381.87
Special Districts	2332	\$ 4,991.08
	TOTAL	\$169,574.23

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

MOTION CARRIED UNANIMOUS VOTE (5-0)

Town Clerk is preparing to send out delinquent dog court summonses, there are approximately 60 people to be served.

Waiting on final payment of revenue sharing to come in.

Scarecrows are placed along Main Street.

Working on Majestic Lights and the “Magic Mailbox” Christmas celebrations.

Planning to send out a Newsletter in February 2021.

Town Clerk Haacke shared an abstract of bank charges up to September of 2020 that are close to \$1200.00. A letter was also received from the Bank of Castile stating that our check scanning machine will cost \$35.00 per month beginning in January of 2021. Deputy Supervisor Wolcott will visit Bank of Castile for an explanation in the significant increase in fees.

Town Clerk Haacke received a letter from Justin Staebell, who wishes to be appointed to the Library Board to replace Anne Engel’s unexpired term. Mr. Staebell’s effective date of October 13, 2020-December 31, 2022. **MOTION** Deputy Supervisor Wolcott, second Councilperson Glor to approve Justin Staebell as a member of the Haxton Library Board.

Aye: Martin, Wolcott, Carroll, Glor, Kabel

MOTION CARRIED UNANIMOUS VOTE (5-0)

SUPEVISOR’S REPORT

MOTION Councilman Kabel, second Councilman Carroll to approve the Supervisor’s report as submitted.

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

MOTION CARRIED UNANIMOUS VOTE (5-0)

LIBRARY LIAISON

Councilperson Glor stated that the Library is pleased with the additional \$5,000.00 to their budget for 2021.

The Library was asked to be frugal going forward as we do not know what obstacles lie ahead.

Asked the Library to begin looking at becoming a school library and other sources of funding.

OLD BUSINESS

2021 Budget: **MOTION** Deputy Supervisor Wolcott, second Councilman Kabel to accept the tentative budget as Preliminary.

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

MOTION CARRIED UNANIMOUS VOTE (5-0)

RESOLUTION NO. 41-2020—SPECIAL USE PERMIT FOR CHICKENS SOUTH PEARL STREET ROAD

Councilman Kabel offered the follow:

WHEREAS, James and Natalie Emerson have submitted a request for a special use permit to harbor six (6) chicken hens on their property at 7521 South Pearl Street Road; and

WHEREAS, this area is zoned residential, the special use permit will have the following stipulations:

No more than six (6) chickens (hens) at any given time

No roosters

Chickens must be confined at all times and no free range

No stockpiling of manure

Chicken housing 250’ set back from road

Complaints from neighbors may revoke permit once reviewed for validity of complaint

NOW, THEREFORE, BE IT RESOLVE, that a special use permit with the listed stipulations shall be issued to James and Natalie Emerson to be reviewed annually.

Ayes: Wolcott, Carroll, Glor, Kabel

Nay: Martin

APPROVED (4-1)

RESOLUTION 42-2020—MEN’S CONTRACT 2021-2023

Councilman Carroll offered the following:

BE IT RESOLVED, that the Men’s contract for 2021-2023 be accepted as written.

Second: Councilperson Glor

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

APPROVED UNANIMOUS VOTE (5-0)

RESOLUTION NO. 43-2020—EMPLOYEE HANDBOOK A MANUAL OF EMPLOYEE BENEFITS AND PERSONNEL POLICIES

Deputy Supervisor Wolcott offered the following

BE IT RESOLVED, that the Town Board of the Town of Oakfield accepts the updated handbook entitled EMPLOYEE HANDBOOK; A MANUAL OF EMPLOYEE BENEFITS AND PERSONNEL POLICIES effective this date, October 13, 2020.

Second: Councilman Kabel

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

APPROVED UNANIMOUS VOTE (5-0)

NEW BUSINESS

Public Hearing for 2021 Town Budget and Fire Budget

MOTION Councilman Kabel, second Councilperson Glor to hold the Public Hearings on the 2021 Town Budget and Fire Budget on Tuesday, October 27 at 12:00 pm for the 2021 Fire Budget, 12:15 for the 2021 Town Budget.

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

APPROVED UNANIMOUS VOTE (5-0)

RESOLUTION NO. 44-2020—OFFICE AND COURT FACILITIES TEMPORARY LEASE AGREEMENT

Deputy Supervisor Wolcott offered the following:

OFFICE AND COURT FACILITIES

TEMPORARY LEASE AGREEMENT

THIS LEASE, made the 13th day of October, 2020, by and between the **TOWN OF OAKFIELD**, having offices at 3219 Drake Street Road, Oakfield, State of New York; herein called

“Landlord”, and the **TOWN OF ALABAMA**, having offices at 2218 Judge Road, Oakfield, State of New York, herein called “Tenant”.

IN CONSIDERATION of 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 and 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 one office consisting of approximately 143 square feet and one storage space if needed.
 - B. During the hours of Tenant’s Town Court operations, used of the Courtroom Facilities and two conference rooms.
 - C. At all times, non-exclusive use of bathroom facilities.
2. The Premises is leased for a term of three (3) years, to commence on the 1st day of January, 2021.
3. The rent shall be for the sum of Six Thousand six hundred Dollars (\$6,600.00) per year for the first three (3) years of the Lease. Should the Temporary Lease be negotiated again after the first three years any increase will take place at that time.
4. Payment is to be paid on or before the 1st of February.
5. Either party may terminate the Lease by providing to the other party a written notice on or before December 31st of any calendar year, to be effective on December 31, of the following calendar year. No termination shall be effective during a calendar year.
6. Landlord shall be responsible to pay for any telephone, security system, and trash removal contracts.
7. Tenant shall use and occupy the Premises for office activities and to operate its Town Clerk by its Town Court and support staff, and for no other purpose without the written consent of the Landlord. The Tenant’s Town Judges shall coordinate with the Landlord’s Town Judges the time and dates for Tenant to hold its Court operations with the Landlord’s Court operations to have precedence with regard to the times and dates.
8. Tenant shall pay rent to Landlord at Landlord’s about stated address, or at such other place as Landlord may designate in writing, without demand and without counterclaim, deduction or set off.
9. 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 of their departments.

10. 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 and from the building, common ramps, common hallways within the building of which the leased Premises is a part, common parking, sidewalks 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 maintenance and repairs involving the existing and current configurations for the electrical system, plumbing system, sewage system, heat and air cooling installations.
- D. Notwithstanding the foregoing, the Tenant shall reimburse the Landlord for any maintenance, repair, rebuilding, or other costs incurred by Landlord as the result of damages caused by the action or failure to act by the Tenants, its agents, employees, servants and invitees.

11. Tenants 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 the 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.

12. Tenant may not sublease all or any portion of the Premises.

13. 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.

14. 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 making repairs, or determining whether repairs need to be made, or for any other legitimate purpose.

15. In case the leased Premises shall be damaged by fire or 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 there upon cause the damage to be repaired, but if the Premises by 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 a prorated basis for such period of time up to the date of the casualty.

16. Tenant is granted the right, in common with the Landlord and other tenants and license of the Landlord, to use common exits and entrances to and from the building of which is 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 clean at all times.
17. The Tenant 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 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 with 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 and it cannot be completely cured within such period, if Tenant does not commence such curing with 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, the Tenant shall then quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided. If this Lease shall have been so terminated by 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 caused 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 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 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 other 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. In the event such construction is not available, then the parties shall agree to replace the invalid provision with a valid provision which most closely reflects the commercial intent of the parties which is 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 make no representation or promises with respect to the said Premises except as herein expressly set forth. The taking of 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 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: _____

Matthew E. Martin, Supervisor

Town of Alabama

By: _____

Robert Crossen, Supervisor

STATE OF NEW YORK)

COUNTY OF GENESEE)SS

On the ____ day of _____, _____, before me, the undersigned, a Notary Republic in and for said State, personally appeared MATTHEW E. 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 she executed the same in her 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 the _____ day of _____, _____, before me, the undersigned, a Notary Republic in and for said State, personally appeared ROBERT CROSSEN, 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 his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Second: Councilperson Glor

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

APPROVED UNANIMOUS VOTE (5-0)

ADJOURNMENT: MOTION Councilman Kabel, second Councilman Carroll to adjourn the meeting at 8:06 pm.

Respectfully submitted,

Melissa M. Haacke,
Town Clerk