

TOWN OF OAKFIELD
REGULAR BOARD MEETING
JANUARY 12, 2021

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
Natalie Emerson, Resident
Chad Klotzbach, Legislator
Chuck Hoover, Chairman Elba Planning Board

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

Minutes of December 12, 2020, Year End Meeting 2020, Organizational Meeting: **MOTION** Councilman Kabel, second Deputy Supervisor Wolcott to approve the minutes as written.

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

MOTION CARRIED UNANIMOUS VOTE (5-0)

The Town Clerk swore in Natalie Emerson, Matthew Martin and Carol Glor

JUSTICE

An audit of books must be scheduled; Supervisor Martin stated this will be conducted in early February.

CEO/ZEO

Mr. Mikolajczyk's report is available during regular business hours
The 2020 yearend report is attached to these minutes
Working on 2020 state reports

ASSESSOR

Working on update
Values go to state this week for review
Hoping to send change notices out in March

SUPERINTENDENT OF HIGHWAYS

ROADWORK UPDATE

Plowing and treating roads as needed

Did some ditching on Fox road.
Push dead trees over with big excavator on Fisher road, Burns Road, East Shelby rd.
Cutting tree stumps level with the ground.

BUILDINGS & GROUNDS:

Put culvert pipe around flood lights for protection
Fixed door on Alabama Judges bathroom door, wouldn't lock.

CEMETERIES:

Four burial
Two cremations
Sold two graves

PARKS:

Everything looks fine

EQUIPMENT UPDATE:

Had some transmission coolant lines replaced on 203

Had problems with depth system on 202.
201 had a code come up, had to take it to Buff.

LIBRARY:

Nothing to report

MISCELLANEOUS:

Finally got the money for the WACHs trailer and metal detector.
Christmas trees are taken down and cords are picked up and put away.
Skylight signs put up sign for courts

TOWN CLERK

Abstract 1-2021—MOTION Councilperson Glor, second Councilman Kabel to authorize the following:

General Fund	2009-2033	\$70,496.81
Highway DA	685-689	\$14,940.67
Highway DB	336-337	\$14,764.00
Part Town B	233-236	\$ 3,649.84
Library	9	\$ 6,142.00
	TOTAL	\$109,993.32

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

RESOLUTION NO. 1-2021—2020 FUND BALANCE TRANSFERS

Councilman Kabel offered the following:

NYCLASS:

Money Market \$182,864.19

Recommend \$60,000 to Highway Equipment Reserve

Bank of Castile to NYCLASS

2020 Highway DA Fund Balance \$ 6,251.44

2020 Highway DB Fund Balance \$40,000.00

Transfer from Tompkins to NYCLASS

Highway DA \$70,000.00 from Property Tax

Highway DA \$128,000.00 when collected

Second: Deputy Supervisor Wolcott

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

APPROVED UNANIMOUS VOTE (5-0)

ACCEPTANCE OF WATER AUDIT

MOTION Deputy Supervisor Wolcott, second Councilperson Glor to accept the Water Audit as written, stating there are no major findings.

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

MOTION CARRIED UNANIMOUS VOTE (5-0)

RESOLUTION NO. 2-2021—SNOW REMOVAL AGREEMENT WITH VILLAGE OF OAKFIELD

Deputy Supervisor Wolcott offered the following:

SNOW REMOVAL AGREEMENT

THIS AGREEMENT is made on the 5th day of January, 2021, 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, 2020 to May 31, 2021.
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 28, 2021, the sum of Thirty Four Thousand Three Hundred Thirty-Four and Five Cents (\$34,334.05) 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.

Superintendent of Highways, Town of Oakfield

Supervisor, Town of Oakfield

Mayor, Village of Oakfield

Seal:

Seal:

2020-2021 SNOW PLOW CONTRACT COMPUTATION

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

Contract to run from 6/1/2020 to 5/31/2021.

Contract based on 100% of County rate of \$6,515.00 per mile times Village centerline miles of 5.27.

Second: Councilman Kabel

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

APPROVED UNANIMOUS VOTE (5-0)

RESOLUTION NO. 3-2021—OFFICIAL UNDERTAKING OF MUNICIPAL OFFICERS

Deputy Supervisor Wolcott offered the following:

OFFICIAL UNDERTAKING OF MUNICIPAL OFFICIALS

WHEREAS, various sections of New York State Town Law and Public Officers Law require that certain officials execute and Official Undertaking; and

WHEREAS, we, the Town Board of the Town of Oakfield hereby require the Supervisor, Town Clerk, Tax Collector, Town Justice, and Highway Superintendent to execute said Official Undertaking as required by said law;

NOW, THEREFORE BE IT RESOLVED that we, the Town Board of the Town of Oakfield approve the document entitled "Town of Oakfield Official Undertaking of Municipal Officers" as to its form and manner of execution and the sufficiency of the insurance, and

BE IT FURTHER RESOLVED that said Official Undertaking containing the notarized signatures of those named municipal officials be filed in the Office of the Town Clerk, as well as the original copies of the insurance policies indicating the sufficiency of the sureties to indemnify the Town against losses which may arise from failure of such officials to properly discharge their duties.

TOWN OF OAKFIELD

OFFICIAL UNDERTAKING OF MUNICIPAL OFFICERS

WHEREAS, **Matthew E. Martin**, of the Town of Oakfield, County of Genesee, New York, has been elected to the Office of Supervisor of the Town of Oakfield, and

WHEREAS, **Carol L. Glor**, of the Town of Oakfield, County of Genesee, New York, has been appointed to the Office of Deputy Supervisor of the Town of Oakfield, and

WHEREAS, **Kim E. Wolcott**, of the Town of Oakfield, county of Genesee, New York, has been elected to the Office of Councilman of the Town of Oakfield, and

WHEREAS, **Melissa M. Haacke**, of the Town of Oakfield, County of Genesee, New York, has been elected to the Office of Town Clerk of the Town of Oakfield, and

WHEREAS, **Melissa M. Haacke**, of the Town of Oakfield, County of Genesee, New York, has been appointed to the Office of Town Tax Collector of the Town of Oakfield, and

WHEREAS, **Thomas A. Graham**, of the Town of Oakfield, County of Genesee, New York, has been elected to the Office of Town Justice of the Town of Oakfield , and

WHEREAS, **Randy Baker**, of the Town of Oakfield, County of Genesee, New York, has been elected to the Office of Town Justice of the Town of Oakfield, and

WHEREAS, **Michael W. Schultz**, of the Town of Oakfield, County of Genesee, New York, has been elected to the Office of Superintendent of Highways of the Town of Oakfield, and

NOW, THEREFORE, we as respective officers above, do hereby undertake with the Town of Oakfield that we will faithfully perform and discharge the duties of our office, and will promptly account for and pay over all moneys or property received as a Town Officer, in accordance with the law; and

This undertaking of the Town Supervisor is further conditioned upon that he will well and truly keep, pay over and account for all moneys and property, including any special district funds, belonging to the Town and coming into his hands as such Supervisor; and

This undertaking of the Town Clerk is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Town Clerk; and

This undertaking of the Tax Collector is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Tax Collector; and

This undertaking of the Town Justice is further conditioned that he will well and truly keep, pay over and account for all moneys and property coming into her hands as such Town Justice; and

The Town does and shall maintain insurance coverage, presently with NYMIR Insurance, in the sum of \$1,000,000.00 for the Tax Collector, Supervisor and Town Clerk to indemnify against losses through the failure of the officers, clerks and employees covered thereunder faithfully to perform their duties or to account properly for all monies or property received by virtue of their positions or employment, and through fraudulent or dishonest acts committed by the officers, clerks and employees covered thereunder.

Dated: January 12, 2021

Town of Oakfield

Town Supervisor	Town Clerk

Tax Collector	Town Justice

Highway Superintendent	Deputy Supervisor

Councilman

STATE OF NEW YORK:

:SS:

COUNTY OF GENESEE

On the _____ day of _____, 20 ____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or provided 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/she executed the same in his/her capacity, and that by this 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

The Town Board of the Town of Oakfield approved the foregoing undertaking as to its form and manner and the sufficiency of the surety, by resolution adopted on January 12, 2021.

STATE OF NEW YORK:

:SS:

COUNTY OF GENESEE

On the _____ day of _____, 20 ____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or provided 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/she executed the same in his/her capacity, and that by this signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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STATE OF NEW YORK:

:SS:

COUNTY OF GENESEE

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:SS:

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:SS:

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:SS:

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STATE OF NEW YORK:

:SS:

COUNTY OF GENESEE

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NOTARY PUBLIC – STATE OF NEW YORK

The Town Board of the Town of Oakfield approved the foregoing undertaking as to its form and manner and the sufficiency of the surety, by resolution adopted on January 12, 2021.

Second: Councilman Carroll

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

APPROVED UNANIMOUS VOTE (5-0)

2020 CEMETERY REVENUES

**REVENUES
2020 ANNUAL CEMETERY REPORT
TOWN OF OAKFIELD
(CARY, REED AND EAST OAKFIELD)**

GRAVE OPENINGS:

FULL	\$13,100.00
CREMATION	\$ 2,950.00

SALE OF PLOTS

GRAVES	\$ 9,650.00
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HEADSTONE FOUNDATIONS

	\$ 2,500.00
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TOTAL \$28,200.00

Respectfully submitted,

**Michael W. Schultz,
Cemetery Administrator**

MOTION Deputy Supervisor Wolcott, second Councilman Kabel to accept the 2020 Cemetery Revenues Report as written.

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

MOTION CARRIED UNANIMOUS VOTE (5-0)

TOWN CLERK 2020 YEAR END REPORT

MOTION Councilman Carroll, second Councilperson Glor to accept the 2020 Town Clerk's Revenue Report as written.

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

MOTION CARRIED UNANIMOUS VOTE (5-0)

Account#	Account Description	Fee Description	Qty	Local Share
		Highway DA	1	100.00
		Stamps	1	8.80
	Misc	Misc	3	137.00
		Sub-Total:		\$245.80
A1255	Clerk Fees	Park Rental	4	100.00
		Photo Copies	3	17.00
	Conservation	Conservation	64	429.48
	Marriage License	Marriage Fee	9	157.50
		Sub-Total:		\$703.98
A1859	Clerk Fees	Certified Copies	67	670.00
		Sub-Total:		\$670.00
A2190	Sale Cemetery Lots	Cemetery Sale of Grave	13	10,950.00
		Sub-Total:		\$10,950.00
A2192	Charges Cemetery Service	Cemetery Grave Opening	23	13,700.00
	Charges Cemetery Services	Cemetery Headstone Foundations	8	3,156.40
		Sub-Total:		\$16,856.40
A2531	Racing And Wagering	Bingo	1	8.00
		Sub-Total:		\$8.00
A2544	Delinquent Llcense	Delinquent Llcense	46	230.00
	Dog Licensing	Female, Spayed	214	1,926.00
		Female, Unspayed	28	476.00
		Male, Neutered	187	1,683.00
		Male, Unneutered	33	561.00
		Replacement Tags	4	12.00
	Dogs	Dog Redemption	2	57.00
		Sub-Total:		\$4,945.00
A2555	Building Permit	Building Permit	42	4,885.95
		Sub-Total:		\$4,885.95
A2705	Christmas Tree	Majestic Lights Xmas Trees	77	2,690.00
		Sub-Total:		\$2,690.00
B2110	Zoning Fees	Zoning Building	1	100.00
		Sub-Total:		\$100.00

Account#	Account Description	Fee Description	Qty	Local Share
			Total Local Shares Remitted:	\$42,055.13
Amount paid to:	NYS Ag. & Markets for spay/neuter program			584.00
Amount paid to:	Nys Comptroler For Bingo			12.00
Amount paid to:	NYS Environmental Conservation			8,301.52
Amount paid to:	State Health Dept			202.50
Total State, County & Local Revenues:		\$51,155.15	Total Non-Local Revenues:	\$9,100.02

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Melissa Haacke Town Clerk, Town of Oakfield during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

_____	_____	_____	_____
Supervisor	Date	Town Clerk	Date

RESOLUTION NO. 4-2021—AGREEMENT FOR EXPENDITURE FOR HIGHWAY MONIES

Councilman Kabel offered the following:

AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS

AGREEMENT between the Town Superintendent of Highways of the Town of OAKFIELD GENESEE County, New York, and the undersigned members of the Town Board.

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected in the Town of Oakfield for the repair and improvements of highways, and received from the State for State Aid for the repair and improvement of highways, shall be expended as follows:

- 1. GENERAL REPAIRS. The sum of \$145370.00 shall be set aside to be expended for primary work and general repairs upon 20.21 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the renewals thereof.
- 2. PERMANENT IMPROVEMENTS. The following sums shall be set aside to be expended for the permanent improvements of town highways:
 - a. On the road commencing at ALL TOWN OWNED ROADS, a distance of 20.21 miles. There shall be expended not over the sum of \$71370.00.

Executed in duplicate this 12th day of January, 2021

Supervisor _____ Councilperson _____

Councilperson _____ Councilperson _____

Councilperson _____

Town Superintendent of Highways _____

Witness by Town Clerk _____

Dated January 12, 2020

NOTE: This Agreement should be signed in duplicate by a majority of the Town Board and by the Town Superintendent of Highways. One copy must be filed in the Town Clerk’s office and one in the County Superintendent of Highway’s office.

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

RESOLUTION NO. 5-2021—REQUEST FOR SCHOOLS

Deputy Supervisor Wolcott offered the following:

WHEREAS, the Town Board of the Town of Oakfield approves the Superintendent of Highways, Michael W. Schultz request to attend Highway Schools, Highway Superintendents Fall Conference and any other schools, seminar or training sessions pertaining to the position of Town of Oakfield Superintendent of Highways.

Second: Councilman Carroll

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

APPROVED UNANIMOUS VOTE (5-0)

RESOLUTION NO. 6-2021—CONTRACT FOR SHARED SERVICE

Councilman Carroll offered the following:

WHEREAS, the Town Board of the Town of Oakfield approves the request of Superintendent of Highways, Michael W. Schultz to grant the Highway Superintendent of the Town of Oakfield the power to enter into contracts for Shared Services on behalf of the Town of Oakfield as it becomes necessary.

Second: Councilperson Glor

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

APPROVED UNANIMOUS VOTE (5-0)

RESOLUTION NO. 7-2021--Contract for Physicals for DOT

Councilman Carroll offered the following:

WHEREAS, the Town of Oakfield wishes to enter into a Service Agreement with Safe Driver Solutions for the purpose of compliance with Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol Clearinghouse.

Second: Deputy Supervisor Wolcott

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

APPROVED UNANIMOUS VOTE (5-0)

BUSINESS AUTOMATION SYSTEMS

Town Clerk is working with the Village of Oakfield's CEO/ZEO to add the Town of Alabama to our IPS system. The initial cost to add Alabama will be paid by the Town of Alabama, then going forward the maintenance fees will be split by five (5) municipalities.

TAXES

So far taxes have been paid on 225 parcels and collected almost 1/3 of the town warrant.

SUPERVISOR

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)

LOCAL LAW NO. 1-2021

MOTION Deputy Supervisor Wolcott, second Councilperson Glor to approve Local Law No. 1-2021, pursuant to section 487 (8) (A) of the Real Property Tax Law to eliminate a tax exemption for certain enumerated energy systems.

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

MOTION CARRIED UNANIMOUS VOTE (5-0)

Councilperson Glor asked Legislator Klotzbach if there was any update on Countywide Water. All that was reported was that Ledge Road was started, Pembroke line is all set or close to it and all new projects are on hold.

Deputy Supervisor Wolcott state that the Cemetery clean-up will take place in Cary Cemetery on May 22, 2021. More information to follow.

Adjourn: MOTION Councilman Kabel, second Deputy Supervisor Wolcott to adjourn the meeting at 7:03 pm.

Respectfully submitted,

Melissa M. Haacke,
Town Clerk