

**TOWN OF OAKFIELD**  
**REGULAR BOARD MEETING**  
**DECEMBER 14, 2021**

**ROLL**

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

**OTHERS**

**PRESENT:** Town Clerk Haacke  
Superintendent of Highways Schultz  
Assessor Flansburg  
CEO/ZEO Mikolajczyk  
Sean Downey  
Steve Harkness, Resident  
Bob Ostrander, Resident

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

**Minutes of the November 9, 2021--Regular Board Meeting, PH BUDGET, FIRE BUDGET TOWN BUDGET:**

**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)**

**STEVE HARNESS, RESIDENT**

Still doesn't have high speed internet, DSL  
There is not high speed internet from 5 corners to Rod & Gun  
Thought NYS had a plan for broad ban for all  
Spectrum map for the area shows that they have high speed, but that is not so

**SEAN DOWNING, OAKFIELD VOLUNTEER FIRE DEPARTMENT**

24 EMS, 2 Automatic Alarms, 3 Good Intent  
Participated in Lancaster parade  
Participated in Betterment parade  
Sean Downing chief for 2022  
Officers: Josh Finn, President  
Tyler Hamm, Vice President  
Board: Chad Williams,  
Doug Hensel  
Chad Hilchey  
William Sturgeon  
Has had contract with Genesee County Board of elections regarding rules of petition

Councilperson Glor asked Mr. Downing if he has ever received a yearly budget statement from the Village regarding the Fire Department's allocated budget.

Mr. Downing stated that yes he has, he knows how much is left and what is appropriated to mobile reserve or air packs. However, money is on paper only, has been asking for bank statement for several months and has yet to receive.

**JUSTICE**

Will look to do an audit on court records after 1<sup>st</sup> of the year

**DISASTER COORDINATOR**

Updated Emergency Snow Plan

Updating Emergency Plan

**CEO/ZEO**

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

**ASSESSOR**

Exemption renews are out

Trending at 11% according to the state

**SUPERINTENDENT OF HIGHWAYS**

**ROADWORK UPDATE**

Picked up brush and trees due to wind storm

Started putting up snow fence

**BUILDINGS & GROUNDS:**

No problems

**CEMETERIES:**

Cleaned up for winter

**PARKS:**

N/A

**EQUIPMENT UPDATE:**

Trucks are suited

Inspection on generator is good

**LIBRARY:**

No problems

**MISCELLANEOUS:**

Christmas trees are up and lights are on; no major issues from wind storm

Ordered a new truck, we ordered a FORD from Orleans Ford \$6,648.50.

Looking to bring Marc Wilder on full time as Laborer II

**RESOLUTION NO. 34- 2021—CREATION OF FULL TIME LABORER II POSITION**

Deputy Supervisor Wolcott offered the following:

**WHEREAS**, the Town of Oakfield, New York, County of Genesee wishes to create the position of Full-Time Laborer II which is described as follows from the Genesee County Department of Human Services:

**DISTINGUISHING FEATURES OF THE CLASS:** The work involves the performance of manual labor tasks, according to prescribed procedures, and is usually carried out in accordance with explicit instructions from a superior; however, the employee may be required to carry out tasks when not under immediate supervision and may be expected to use good judgment and initiative in the performance of these duties.

**TYPICAL WORK ACTIVITIES:**

Cuts brush, mows grass, and assists in other grounds keeping duties;  
Performs minor repair work, not involving special skills;  
Assists in the repair and resurfacing of streets, roads, sidewalks, and other passageways;  
Loads and unloads trucks;  
Acts as wingman on a snow plow, shovels snow from passageways and parking areas;  
Acts as helper or assistant to skilled or semi-skilled workmen;  
Occasionally operates motorized equipment, under immediate supervision;  
Performs a variety of heavy, building cleaning work, such as washing walls and windows;  
Performs a variety of other manual tasks, as assigned.

The above examples of duties are intended only as illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

**FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND/OR PERSONAL CHARACTERISTICS:** Good knowledge of the use of common construction tools and equipment; ability to follow simple instructions; willingness to perform routine menial tasks, frequently under adverse weather conditions; ability and willingness to perform strenuous manual labor tasks; ability to work from ladders, and at heights; physical strength and agility; good physical condition commensurate with the demands of the job.

**MINIMUM QUALIFICATIONS:** Any combination of training and experience sufficient to indicate ability to do the work.

**NOW, THEREFORE, BE IT RESOLVED**, that effective January 1, 2022, this position will be created with Marc Wilder being appointed to this position.

**Second:** Councilman Kabel

**Ayes:** Martin, Wolcott, Carroll, Glor, Kabel

**APPROVED UNANIMOUS VOTE (5-0)**

**TOWN CLERK**

**ABSTRACT 12-2021: MOTION** Councilman Kabel, second Deputy Supervisor Wolcott to authorize the following:

General Fund	2281-2320	\$19,461.82
Highway DB	365-372	\$13,600.37
Highway DA	787-795	\$ 9,422.14
Part Town B	265-266	\$ 568.13
Youth Rec	70-71	\$ 1,356.00
	<b>TOTAL:</b>	<b>\$44,408.46</b>

**Ayes:** Martin, Wolcott, Carroll, Glor, Kabel

**APPROVED UNANIMOUS VOTE (5-0)**

**RESOLUTION NO. 35-2021—TOWN OF OAKFIELD IN SUPPORT OF OAKFIELD BETTERMENT COMMITTEE**

Deputy Supervisor Wolcott offered the following:

**BE IT RESOLVED** that the Town of Oakfield is in support of the Oakfield Betterment Committee's 2022 Labor Day celebration, and

**BE IT FURTHER RESOLVED**, which the Town will not provide financial support for this event but will provide labor during set up and take down during regular Town business hours in conjunction with the help of Town Board members. This will include use of bleachers, signs, detour maps, tables, reserving of the Town Park and allowance of Robert Benedict to park his camper in the park during weekend.

**BE IT FURTHER RESOLVED** that fireworks will be launched from the Town Park on Sunday, September 4, 2022 with a rain date of Monday, September 5, 2022.

**Second:** Councilman Kabel

**Ayes:** Martin, Wolcott, Carroll, Glor, Kabel

**APPROVED UNANIMOUS VOTE (5-0)**

**RESOLUTION NO.36-2021—MJ MECHANICAL BUILDING MAINTENANCE AGREEMENTS FOR 2022**

Councilman Carroll offered the following:

**WHEREAS**, the Town of Oakfield had maintenance agreements for the HVAC Equipment; one contract for a one-time payment of \$1800 for the boiler at the town; and quarterly payments of \$1745.00 for the HVAC.

**Second:** Councilperson Glor

**Ayes:** Martin, Wolcott, Carroll, Glor, Kabel

**APPROVED UNANIMOUS VOTE (5-0)**

**RESOLUTION NO. 37-2021—AGREEMENT WITH PERMITIUM FOR VITAL RECORDS**

Councilperson Glor offered the following:

**BE IT RESOLVED** that the Town of Oakfield shall enter into an agreement for the request of online ordering of vital records, which include birth, death and marriage documents via a secured, online method. There is no cost to the Town and fees will be collected by Permitium and deposited directly to the Town Clerk's General Fund account each month on or around the 25<sup>th</sup> of each month.

**Second:** Deputy Supervisor Wolcott

**Ayes:** Martin, Deputy Supervisor Wolcott, Carroll, Glor, Kabel  
**APPROVED UNANIMOUS VOTE (5-0)**

**RESOLUTION NO. 38-2021—ENTER INTO A CAFETERIA PLAN FOR HEALTH INSURANCE**

Councilman Kabel offered the following:

**BE IT RESOLVED** that the Town Board of the Town of Oakfield authorizes that Baldwin Business Services, Municipal Accountants to enter into a cafeteria plan to have the employee contribution of health insurance premiums be pre-tax.

**Second:** Councilman Carroll

**Ayes:** Martin, Wolcott, Carroll, Glor, Kabel

**APPROVED UNANIMOUS VOTE (5-0)**

**RESOLUTION NO. 39-2021—APPROVAL OF SHARED SERVICES AGREEMENT**

Councilman Wolcott offered the following:

**BE IT RESOLVED** that the Superintendent of Highways will once again enter into the Shared Service agreement with the other towns, villages and County of Genesee as well as the Oakfield Alabama Central School District.

**Second:** Martin, Wolcott, Carroll, Glor, Kabel

**APPROVED UNANIMOUS VOTE (5-0)**

**RESOLUTION NO. 40-2021—FIRE PROTECTION AGREEMENT WITH THE TOWN & VILLAGE OF OAKFIELD**

Councilperson Glor offered the following:

**FIRE PROTECTION AGREEMENT**

**VILLAGE OF OAKFIELD**

**TOWN OF OAKFIELD**

**THIS AGREEMENT**, made this 14<sup>TH</sup> day of December 2021, is by and between the **TOWN OF OAKFIELD** ("Town") and the **VILLAGE OF OAKFIELD** ("Village"), with the consent of the **OAKFIELD FIRE DEPARTMENT** ("OFD") (the "Agreement").

**WHEREAS**, OFD is a volunteer fire company located wholly within the Village and funded by the Village; and

**WHEREAS**, the Town has duly established a Fire Protection District embracing all the territory within the geographical boundaries of the Town of Oakfield, excluding the Village of Oakfield (the "District"); and

**WHEREAS**, the Town recognizes the District's need for firefighting and other fire-related emergency services and protection;

**WHEREAS**, the Village is willing to offer OFD's services to the Town for the District; and

**WHEREAS**, the Village and the Town have engaged in significant negotiations around provision of OFD's services to the District; and

**WHEREAS**, OFD has reviewed this Agreement and hereby consents and approves of this Agreement between the Town and the Village.

**NOW, THEREFORE**, for good and valuable consideration, the parties agree as follows:

1. OFD shall, at all times during the period of this Agreement, be subject to call for attendance upon any fire occurring in the District, and when notified by alarm or telephone call from any person within the District of a fire, attend to the fire without delay with one or more companies and with suitable ladder, pumping and hose apparatus of the Village. Upon arriving at the scene of the fire, the firefighters of the Village attending shall proceed diligently and in every way reasonably suggested to extinguishment of the fire, and the saving of life and property in connection therewith. Nothing herein shall be construed to prevent the Village and/or OFD from utilizing "mutual aid."
2. In consideration of the furnishing aid and the use of OFD's services as stated above, the Town will pay the Village the sum of Forty-nine thousand one hundred twenty-six (\$49,126.00) dollars, representing a portion of OFD's 2021-2022 budget (the "Payment"). The Town covenants and agrees to make the Payment on or before March 1, 2022. An untimely Payment will be subject to interest at the rate of one percent (1%) per month.
3. Members of the OFD, while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this Agreement shall have the same rights, privileges and immunities as if performing the same in the Village.
4. The fiscal officer of the Village shall render a copy of the proposed fire budget, and a yearly financial statement to the Town and the OFD on or before March 1 each year.
5. This Agreement shall continue for a term of one year, specifically June 1, 2021 to May 31, 2022 (the "Term"). At the expiration of the Term, the Agreement will continue for one or more additional 12-month periods ("Additional Terms"), unless terminated by either party on prior written notice or replacement of this Agreement with a different agreement, which notice or replacement must occur no later than April 1 of the then-current term. Any notice provided by the Town shall include the name of the

replacement service provider or a statement that the Town understands that the Village is under no obligation to provide services following termination. The notice herein provided for shall be served via certified or overnight mail. The Town's payment for any Additional Terms shall be made by March 1 of the Additional Term and equal fifty-four percent (54%) of the OFD budget for the applicable year ("Additional Payment").

6. The Town, per complaint to the Town Fire Code Enforcement Officer, shall investigate, locate and identify toxic, flammable, explosive and other dangerous materials and provide the Village with such information on a regular basis, not less than semi-annually, with updates of any changes as the same take place. Upon request of the OFD, the Town will arrange for inspection of any space where toxic, flammable, explosive or other dangerous materials may be stored.
7. This Agreement shall be interpreted, construed, applied and enforced in accordance with the laws of the State of New York. Any dispute arising from or related to this Agreement shall be venued in any New York State Court located within Monroe County.
8. If any lawsuit, arbitration, or other legal proceeding arises in connection with the interpretation or enforcement of this Agreement, the prevailing party therein shall receive from the other party the prevailing party's costs and expenses, including reasonable attorneys' fees in an amount awarded by a court or tribunal of competent jurisdiction.
9. The Parties represent and warrant that they have the authority and all necessary approvals to enter into this Agreement.

**IN WITNESS WHEREOF**, the parties have duly executed and delivered this Agreement the day and year above mentioned.

**ATTEST:**

**TOWN OF OAKFIELD**

**VILLAGE OF OAKFIELD**

By: \_\_\_\_\_  
Matthew Martin, Supervisor

By: \_\_\_\_\_  
David Boyle, Mayor

**TOWN OF OAKFIELD**

**VILLAGE OF OAKFIELD**

By: \_\_\_\_\_  
Melissa Haacke, Town Clerk

By: \_\_\_\_\_  
Kimberly Staniszewski, Village  
Clerk/Treasurer

**OAKFIELD FIRE DEPARTMENT**

**OAKFIELD FIRE DEPARTMENT**

By: William Sturgeon, President

By: Sean, Downing, Fire Chief

By: Mikayla Hilchey, Secretary

**Second:** Deputy Supervisor Wolcott

**Ayes:** Martin, Wolcott, Carroll, Glor, Kabel

**APPROVED UNANIMOUS VOTE (5-0)**

**SUPERVISOR**

**MOTION** Councilperson Glor, second Deputy Supervisor Wolcott to approve the Supervisor's report as written.

**Ayes:** Martin, Wolcott, Carroll, Glor, Kabel

**APPROVED UNANIMOUS VOTE (5-0)**

**LIBRARY LIAISON**

After the first of the year, NIOGA will come in to move forward with going to a school library.

**GAM**

Talked about survey and jail.

Disaster Coordinator Graham stated that he has hosted the Genesee County Magistrates meetings. The 8<sup>th</sup> Judicial District Judge was very impressed and appreciates the use of the facility.

**RESOLUTION NO. 41-2021—LOCAL LAW NO. 2 CANNIABIS DISPENSARIES**

Councilman Kabel offered the following:

**BE IT RESOLVED** that the Town of Oakfield choses to OPT OUT of allowing cannabis dispensaries within the Town of Oakfield at this time.

**Second:** Councilman Carroll

**Ayes:** Martin, Wolcott, Carroll, Glor, Kabel

**APPROVED UNANIMOUS VOTE (5-0)**

**YEAR END MEETING**—December 30, 2021, at 4:00 pm

**ORGANIZATIONAL**--January 4, 2022, at 4:00 pm

**Adjournment: MOTION** Councilman Kabel, second Deputy Supervisor Wolcott to adjourn the meeting at 7:50 pm.

Respectfully submitted,

Melissa M. Haacke,  
Town Clerk



