

**TOWN OF OAKFIELD**  
**REGULAR BOARD MEETING**  
**SEPTEMBER 13, 2022**

**ROLL**

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

**OTHERS**

**PRESENT:** Town Clerk Haacke  
Assessor Flansburg  
Superintendent of Highways Schultz  
CEO/ZEO Mikolajczyk

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

**Minutes of the regular meeting August 9, 2022 & Budget Workshop:** **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)**

**CEO/ZEO**

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

**SUPERINTENDENT OF HIGHWAYS**

**ROADWORK UPDATE**

Finished mowing ditches and roadsides  
Put a culvert in on Townline Road

**BUILDINGS & GROUNDS:**

Painted posts for Carol

**CEMETERIES:**

One burial  
Three cremations

**PARKS:**

Keeping mowed and maintained

**EQUIPMENT UPDATE:**

Start taking trucks to Buffalo for inspection  
48" lawnmower fixed

**LIBRARY:**

N/A

**MISCELLANEOUS:**

County came out with snow and ice budget

**TOWN CLERK**

**Abstract 9-2022—MOTION** Councilperson Glor, second Deputy Supervisor Wolcott to authorize the following:

General Fund	2531-2557	\$ 38,779.02
Part Town B	287-288	\$ 638.85
Highway DA	881-887	\$ 6,800.82
Highway DB	395-401	\$141,955.69
Capital Water	28-31	\$ 58,701.87
	TOTAL	\$246,876.25

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

**MOTION CARRIED UNANIMOUS VOTE (5-0)**

**RESOLUTION NO. 19-2022—SNOW REMOVAL AGREEMENT**

Councilman Carroll offered the following:

**SNOW REMOVAL AGREEMENT**

THIS AGREEMENT is made on the 13th day of September 2022, 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, 2022 to May 31, 2023.

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, 2023, the sum of Thirty-Four Thousand Four Hundred Ninety-Seven and Sixty-Eight Cents (\$34,697.68) 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.

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Superintendent of Highways, Town of Oakfield

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Supervisor, Town of Oakfield

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Mayor, Village of Oakfield

Seal:

Seal:

#### 2022-2023 SNOW PLOW CONTRACT COMPUTATION

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

Contract to run from 6/1/2022 to 5/31/2023.

Contract based on 100% of County rate of \$6,584.00 per mile times Village centerline miles of 5.27.

**Second:** Councilman Kabel

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

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

A conference call was had with Meridian IT regarding the phone system. The system is bypassed, and the voicemail is working; however, a new version of software (version 11) needs to be installed. This will happen within a month or so.

#### **SUPERVISOR**

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

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

**MOTION CARRIED UNANIMOUS VOTE (5-0)**

#### **OLD BUSINESS**

##### **YOUTH RECREATION—STIPEND TO ZACHARY HALL**

Councilperson Glor received an email from Melissa Domoy stating that the former youth rec committee offered Recreation Leader Zachary Hall a \$200 stipend to complete evaluations on the aides.

Councilperson Glor requested copies of the evaluations; to date they have not been received. Town Clerk Haacke will send an email to Zachary to see if he can provide a copy of the evaluations.

**PICKLE BALL**

Deputy Supervisor Wolcott would like to turn the basketball court at Elroy D. Parkins Park into a pickle ball court. Lines will be drawn and at least one net will be purchased. Deputy Supervisor Wolcott will get prices on nets and equipment and get back with prices at the October meeting.

**2023 PRELIMINARY BUDGET**

Highway employee pay rate will increase by \$1.50 an hour. **MOTION** Councilperson Glor, second Councilman Carroll to accept the Preliminary Budget as submitted.

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

**MOTION CARRIED UNANIMOUS VOTE (5-0)**

**H&S FENCE**

Deputy Supervisor Wolcott received a quote from H&F fence to move the fence on the girls' softball field in the town park in 5' in anticipation of a walking path in the town park.

**RESOLUTION NO. 20-2022—RESCIND RESOLUTION NO. 15-2022 BUDGET ADJUSTMENT LIBRARY PAYMENT 2022 DATED APRIL 12, 2022**

Deputy Supervisor Wolcott offered the following:

**BE IT RESOLVED** that Resolution 15-2022, a budget adjustment of \$6,205 is rescinded.

**Second:** Councilman Carroll

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

**Abstain:** Councilperson Glor

**CARRIED (4-0-1)**

**ADJOURNMENT—MOTION** Councilman Kabel, second Deputy Supervisor Wolcott to adjourn the meeting at 7:22 pm.

Respectfully submitted,

Melissa M. Haacke,  
Town Clerk