

TOWN OF OAKFIELD
REGULAR BOARD MEETING
JANUARY 14, 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
CEO/ZEO Mikolajczyk
Laurie Nanni, Oakfield Historical Society
Robert Ostrander, Resident

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

Minutes of the December 12, 2019 Regular Board Meeting, Year End and Organizational Meeting:

MOTION Deputy Supervisor Wolcott, second Councilman Kabel to approve the minutes of each meeting as written.

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

MOTION CARRIED UNANIMOUS VOTE (5-0)

LAURIE NANNI—OAKFIELD HISTORICAL SOCIETY

Paid off mortgage
Installed new furnace
2020 displays will be "Italian Businesses"
Indian Woods marker out for repair
Considering Cemetery Tour & Indian Woods Tour—would need Town's help
Starting preliminary discussions on an addition

CEO/ZEO

Mr. Mikolajczyk's report is available for review in the Town Clerk's office during regular business hours

Mr. Mikolajczyk also submitted his yearend report to the board and is attached to these minutes

ASSESSOR

Working on 2020 values, residential is off about 8%

SUPERINTENDENT OF HIGHWAYS

ROADWORK UPDATE

Snow Fence is done

Normal snow falls with no problems

BUILDINGS & GROUNDS:

Key fob at Sheriff's station wasn't working, company came and fixed it

CEMETERIES:

2020 Revenue Report

RESOLUTION NO. 2-2020—CEMETERY REVENUE REPORT 2020

Councilman Kabel offered the following:

WHEREAS, the Town of Oakfield maintains three cemeteries and the Cemetery Administrator is required to submit an annual report;

THEREFORE, BE IT RESOLVED, that the Town Board accepts the Cemetery Revenue Report as submitted:

**REVENUES
2019 ANNUAL CEMETERY REPORT
TOWN OF OAKFIELD
(CARY, REED AND EAST OAKFIELD)**

GRAVE OPENINGS:

FULL	\$6,500.00
CREMATION	\$ 950.00

SALE OF PLOTS

GRAVES	\$4,800.00
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HEADSTONE FOUNDATIONS

\$3,416.00

TOTAL	\$15,666.00
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Second: Deputy Supervisor Wolcott

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

APPROVED UNANIMOUS VOTE (5-0)

PARKS:

Triangle Park is cleaned up from Christmas Trees and trees are chipped

Inspected Town Park for vandalism

EQUIPMENT UPDATE:

201 had check engine light come on
Dan Manak came over to put computer on and everything is fine, light off

LIBRARY:

No news is good news!

MISCELLANEOUS:

RESOLUTION NO. 3-2020--Contract for Physicals for DOT

Councilperson Glor offered the following:

WHEREAS, the Town of Oakfield wishes to enter into a Service Agreement with Partners in Safety 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)

RESOLUTION NO. 4-2020—AGREEMENT FOR EXPENDITURE FOR HIGHWAY MONIES

Deputy Supervisor Wolcott 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 \$135000.00 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 14th day of January, 2020

Supervisor _____ Councilperson _____

Councilperson_____

Councilperson_____

Councilperson_____

Town Superintendent of Highways _____

Witness by Town Clerk_____

Dated January 14, 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: Councilman Kabel

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

APPROVED UNANIMOUS VOTE (5-0)

RESOLUTION NO. 5-2020—CONTRACT FOR SHARED SERVICE

Deputy Supervisor Wolcott 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. 6-2020—REQUEST FOR SCHOOLS

Councilman Carroll 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: Deputy Supervisor Wolcott

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

APPROVED UNANIMOUS VOTE (5-0)

RESOLUTION NO. 7-2020—SEQR FOR OACS CAPITAL PROJECT

Councilman Carroll offered the following:

WHEREAS, the Oakfield Alabama Central School is proposing a Capital Project, the Town Board of the Town of Oakfield approve the Town of Oakfield Highway Superintendent and the Town of Oakfield Supervisor to sign the SEQR document and allowing the school to be lead agency on the project.

Second: Councilman Kabel

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

APPROVED UNANIMOUS VOTE (5-0)

The Town of Darien may be interested in purchasing a brand new scraper blade from us

TOWN CLERK

Abstract 1-2020: MOTION Deputy Supervisor Wolcott, second Councilman Carroll to authorize the following:

General Fund	1666-1692	\$83,153.87
Part Town B	197-201	\$ 5,183.37
Highway DA	577-582	\$85,933.86
Highway DB	287-288	\$12,974.20
Library	6	\$ 6,166.00
Special Districts	228-229	\$12,995.00
Youth Rec	57	\$ 124.00
Capital Water/Sewer	3-4	\$ 6,118.50
	Total:	\$210,648.80

Second: Councilman Carroll

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

APPROVED UNANIMOUS VOTE (5-0)

RESOLUTION NO. 8-2020—TOWN CLERK’S YEAR END REPORT 2020

Councilperson Glor offered the following:

WHEREAS, the Town Clerk has submitted the 2019 Year End Clerk’s Report as submitted and is accepted into the minutes.

Account#	Account Description	Fee Description	Qty	Local Share
		Book of Stamps	1	10.50
		Demolition Permit	1	25.00
		Highway DB	1	258.00
		Scarecrows	7	35.00
		Stamps	1	16.50
	Misc	Misc	1	20.00
		Sub-Total:		\$365.00
A1255	Clerk Fees	Park Rental	11	275.00
		Photo Copies	64	27.00
	Conservation	Conservation	77	346.83
	Marriage License	Marriage Fee	8	140.00
		Sub-Total:		\$788.83
A1859	Clerk Fees	Certified Copies	73	750.00
		Sub-Total:		\$750.00
A2190	Sale Cemetery Lots	Cemetery Sale of Grave	6	6,000.00
		Sub-Total:		\$6,000.00
A2192	Charges Cemetery Service	Cemetery Grave Opening	14	7,800.00
	Charges Cemetery Services	Cemetery Headstone Foundations	4	3,666.00
		Sub-Total:		\$11,466.00
A2544	Delinquent License	Delinquent License	71	355.00
	Dog Licensing	Female, Spayed	261	2,349.00
		Female, Unspayed	42	714.00
		Male, Neutered	210	1,888.00
		Male, Unneutered	46	782.00
	Dogs	Dog Redemption	8	112.00
		Sub-Total:		\$6,200.00
A2555	Building Permit	Building Permit	38	4,483.28
		Sub-Total:		\$4,483.28
A2705		Majestic Lights Xmas Trees	72	2,250.00
		Sub-Total:		\$2,250.00
B2110	Zoning Fees	Zoning Building	5	360.00
		Sub-Total:		\$360.00

Account#	Account Description	Fee Description	Qty	Local Share
			Total Local Shares Remitted:	\$32,663.11
Amount paid to: NYS Ag. & Markets for spay/neuter program				735.00
Amount paid to: NYS Environmental Conservation				6,778.17
Amount paid to: State Health Dept				180.00
Total State, County & Local Revenues:		\$40,356.28	Total Non-Local Revenues:	\$7,693.17

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

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

RESOLUTION NO. 9-2020—LEGAL SERVICES AGREEMENT WITH TOWN ATTORNEY

Deputy Supervisor Wolcott offered the following:

**TOWN OF OAKFIELD
LEGAL SERVICES AGREEMENT**

THIS AGREEMENT made as of the 1st day of January, 2020, between the TOWN OF OAKFIELD, a municipal corporation of the State of New York, hereinafter referred to as "TOWN" and DAVID C. SCHUBEL, Attorney at Law, of 113 West Center Street, Medina, New York, hereinafter referred to as "ATTORNEY",

WHEREAS, the Town requires legal services in connection with the operations and functions of the government of the Town, and

WHEREAS, the Attorney is experienced in matters involving municipal law and wishes to perform necessary legal services for the Town,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises hereinafter set forth, it is agreed as follows:

Attorney will perform such legal services to the Town as authorized and requested by the Town during the term of this Agreement.

As compensation for the services as rendered, the Town will pay the Attorney at an hourly rate of \$195.00 per hour which shall be paid monthly in installments upon submission of vouchers therefor by the Attorney, payable upon audit and approval by the Town. The vouchered payments shall not be considered compensation for the purposes of the New York State Retirement System.

The Attorney will perform and provide such legal services as are required by the Town in connection with capital projects, bond issues, and other borrowings and other related matters, at rates and fees to be agreed upon between the parties by separate agreement for each matter.

The Lawyers' Code of Professional Responsibility prohibits representation of multiple clients if the exercise of independent professional judgment on behalf of a client will be or is likely to be adversely affected by such multiple representation. For the matters contemplated herein, the Town will be a client of the Attorney.

As a matter of course, Attorney regularly represents other municipalities and professionals who provide services to municipal entities. Attorney’s representation of these clients has occurred in the past, is presently ongoing, and Attorney hopes will continue in the future.

If Attorney represents a regular client in matters not related to the Town, a “potential” conflict of interest may arise if such client subsequently becomes involved in a matter relating to the Town. Execution of this Agreement will constitute a waiver by the Town of all “potential” conflicts of interests, but will not constitute a waiver of an “actual” conflict of interest. An “actual” conflict of interest would exist in a situation where Attorney’s firm represents the Town and another client in the same matter. In the event of an “actual” conflict of interest, Attorney will provide notice to the Town of such “actual” conflict of interest, and will undertake such appropriate steps to resolve any such “actual” conflicts of interest consistent with the Lawyer’s Code of Professional Responsibility.

The terms of this Agreement shall be for the period of one (1) year from January 1, 2020, to December 31, 2020. This agreement may be terminated by the Town upon thirty (30) days written notice by certified mail return receipt requested or personal delivery.

DATED: BY: _____

David C. Schubel, Esq.

DATED: TOWN OF OAKFIELD

BY: _____

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

RESOLUTION NO. 10-2020—INTERMUNICIPAL AGREEMENT FOR OWNERSHIP OF WATER FACILITIES FOR TOWN OF ALABAMA WATER DISTRICT NO. 2, PHASE 3

Deputy Supervisor Wolcott offered the following:

**INTERMUNICIPAL AGREEMENT FOR OWNERSHIP
OF WATER FACILITIES FOR
TOWN OF ALABAMA WATER DISTRICT No. 2, PHASE 3**

THIS AGREEMENT, made the _____ day of _____, 20____, by and among the **TOWN OF OAKFIELD**, a Municipal Corporation of the State of New York, with offices located at 3219 Drake Street Road, Oakfield New York 14125, (hereinafter “Oakfield”); and the **TOWN OF ALABAMA**, a Municipal Corporation of the State of New York, with offices located at 2218 Judge Rd, Oakfield, NY 14125, (hereinafter “Alabama”); (hereinafter referred to collectively as the “Towns”).

WITNESSETH:

WHEREAS, Oakfield has previously entered into a Water Supply Agreement with the County of Genesee, whereby the County supplies an adequate quantity of water for use by Oakfield’s residents who are obtaining water services, and

WHEREAS, Alabama has previously entered into a Water Supply Agreement with the County of Genesee, whereby the County supplies an adequate quantity of water for use by Alabama’s residents who are obtaining water services, and

WHEREAS, a townwide water distribution system will be constructed consisting of approximately 255,200 linear feet of new 6-, 8- and 12-inch diameter water main, together with all related hydrants, valves, apparatus, conduits, pipes, casings, meters and manholes, to also include all interests in real property of any kind or nature to the extent assignable, to be installed within Water District No. 2 as more fully described on the Boundary Map for said Water District No. 2 attached hereto as **Exhibit A** (hereinafter referred to collectively as the “Facilities” or the “Project”), and

WHEREAS, Alabama, in furtherance of this Project, has established Water District No. 2 (hereafter “Water District”), and

WHEREAS, Alabama desires to install water mains along a portion of the east side of Macomber Road within the Town of Oakfield municipal boundary as the location is better suited for the operation of the water system than the opposite side in the Town of Alabama, and

WHEREAS, Alabama will retain ownership of the water main and appurtenances, along with the responsibility for operation and maintenance by Alabama or its agent, and

WHEREAS, there are no existing dwelling structures within the Town of Oakfield that have the potential for connecting to the Town of Alabama Water District No. 2 as an “Out-of-District” User.

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

1. Oakfield agrees that service to other areas outside of the initial boundaries of the Water District shall comply with the requirements of any and all existing Water Supply Agreements with Genesee County and the Towns of Oakfield and Alabama, and any amendments thereto.

2. There are no other Agreements or understandings, either oral or written, by and among the parties effecting this Agreement. No changes, addition or deletions of any portions of this Agreement shall be valid or binding upon the parties hereto, unless the same is approved in writing by the parties.

3. This Agreement may not be assigned by any party, in whole or in part, without the prior written consent of both parties.

4. This Agreement shall be binding upon and shall inure to the benefit of both of the parties hereto and their respective successors and permitted assigns.

5. This Agreement and any transactions by and between the parties hereunder shall be governed by, construed and interpreted in accordance with the Laws of the State of New York.

6. The parties shall execute such further instruments, documents or certificates as may be necessary or desirable to effectuate the purpose and intent of this Agreement.

7. No waiver of compliance with any provision or condition of this Agreement, and no consent provided for herein, shall be effective, unless evidenced by instrument in writing, duly executed by the parties sought to be charged therewith.

8. No failure on the part of either party to exercise and/or any delay in exercising any of its rights hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise by either party of any right preclude any other or future exercise thereof or the exercise of any other right.

9. All the rights and duties of the parties created by this Agreement shall survive with respect to the services performed prior to such terminations.

10. This Agreement may be executed in several counterparts, each of which shall be an original and all which shall constitute the same instrument herein.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

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

TOWN OF OAKFIELD

(SEAL)

Matthew E. Martin, Supervisor

TOWN OF ALABAMA

(SEAL)

Robert Crossen, Supervisor

State of New York}

County of Genesee} ss.

On this _____ day of _____, 20_____, before me, the undersigned, 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 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 _____, 20____, before me, the undersigned, 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 her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Second: Councilman Kabel

Ayes: Martin, Wolcott, Carroll, Glor, Kabel

APPROVED UNANIMOUS VOTE (5-0)

Two contracts from MJ Mechanical were presented to the Board for maintenance on the HVAC system and Hot Water tank; Tabled until February for Supervisor Martin to see if someone else can perform the service at a lesser cost.

RESOLUTION NO. 11-2020—UPDATED CEMETERY RULES

Councilman Carroll offered the following:

**TOWN OF OAKFIELD
CEMETERY RULES AND REGULATIONS
CARY CEMETERY, REED CEMETERY, EAST OAKFIELD CEMETERY
AMENDED 2020**

The following rules and Regulations are hereby adopted and approved by the Oakfield Town Board on January 14, 2020 and put into effect for the mutual benefit and protection of each and every lot, plot, and grave owner in the above names cemeteries.

Rule #1: GENERAL

1. All affairs of the Oakfield Town cemeteries are managed and governed by the Oakfield Town Board in furtherance of Article 17 of the NYS Town Law.
2. All lots sold in accordance with the provisions of the laws of New York State shall not be used for any other purpose than a burial place for dead human beings.
3. The Town Board shall fix the prices of burial lots and no person shall take possession of such lot, nor make any encroachments thereon until the price of such lot has been paid for in full.

4. The Superintendent of Cemeteries for the Town of Oakfield will act as the caretaker of all town cemeteries.
5. The Superintendent shall report to the Town Board any acts of vandalism or encroachments. The caretaker shall supervise any improvements made to any lot by lot owners that are approved by the Town Board.
6. No interment shall be allowed without a state approved burial permit.
7. No more than casket burial or two cremations are allowed in a single lot. One cremation on the top of one casket burial is also permissible when previously approved by the Town Board.
8. Lot owners are prohibited from allowing interments to be made on their lots for compensation.
9. No lot owner may transfer his or lot without permission of the Town Board.
10. No trees, hedges, shrubs or walls will be allowed. No glass of any kind allowed except religious. All others will be removed. All flowers and urns must be no more than 14 inches from monument or markers.
11. The Oakfield Town Board reserves the right to authorize the following:
 - a. Remove all flowers, wreaths, or other decorations from lots as soon as they become unsightly; but no later than **October 15** of each year.
 - b. Move any existing tree or shrub that covers any stone marker or any upkeep growth that is not maintained. The only items allowed on each plot other than the headstone are two (2) urns, crocks, or flower pots, which should be placed at either end of the headstone if space permits.
 - c. Urns or crocks should be planted by June 15th or they may be removed.
 - d. Artificial flowers and other decorations are permitted for a single season. If they become unsightly or weather-worn they may be removed.
 - e. Any Christmas or winter decorations should be removed by March 15th or they may be removed.
 - f. The Town shall have the authority to prune, remove, or transplant any existing tree, shrub, or planting that they deem fit.
 - g. Placing of glass blocks or vases such as receptacles for flowers, either artificial or grown on graves or plats is prohibited.
 - h. All foundations, placement of stones and grave markers and other work shall be constructed as approved and directed by the Oakfield Town Board.
 - i. Cemeteries will be open dawn to dusk.
12. Graves are open throughout the year; see fee schedule.
13. Concrete vaults or concrete grave liners will be required for all interments in graves located in Town cemeteries.
14. The interment of cremated remains will be permitted only in appropriate rigid receptacles such as wood, metal, plastic, or concrete.
15. The Oakfield Town Board shall fix prices for grave openings along with any other charges for proper maintenance of Town cemeteries as they deem fit.
16. These rules and regulations may be amended and/or added to by majority vote and appropriate resolution of the Oakfield Town Board.
17. Constructions of mausoleums are not allowed in Town cemeteries.
18. Construction of individual lot/plot fences are not allowed in town cemeteries.

19. Heavy trucking or vehicular traffic shall be refused entrance to the cemetery, when in the opinion of the designee or caretaker, will cause injury to the roads or driveways.

Rule #2: OFFICIAL RECORDS

1. The official records of all lot owners shall be maintained by the Superintendent in coordination with the Town of Oakfield's Clerk's office. Such registration shall be the final governing record in determination of lot ownership.

Rule #3: RIGH OF INGRESS AND EGRESS RESERVED

1. The Town of Oakfield reserves to itself and to those lawfully within the cemetery a perpetual right of ingress and egress over all graves and lots for the passage to and from other graves and lots.

Rule #4: INTERMENT & DISINTERMENT/REMOVAL REGULATIONS

1. No interment shall be made on Sunday OR holidays, except in cases of special necessity, religious reasons, or contagious diseases, in which case special fees can be charged.
2. The Town of Oakfield reserves the right to insist upon two working days' notice prior to any cremations or interment.
3. No disinterment shall be made except by the Town of Oakfield employees or approved special contractor by a written request of the lot owner. A body or cremated remains may be removed from its original plot to a larger or more desirable plot when there has been an exchange or purchase for that purpose and when all the legal representatives of the deceased consent. The Town of Oakfield reserves the right to perform any removal or disinterment at its convenience or as directed by Court Order.

Rule #5: CASKET OPENINGS

1. Once a casket containing a body is within the confines of the cemetery, no funeral director, his assistant, employee or agent, or any other member of the deceased's family shall be permitted to open the casket or touch the body without the consent of the legal representative of the deceased, or without a court order.

Rule #6: CONDUCT OF PERSONS

1. WALKS. Persons within the cemetery shall use the walks and roadways, and only where absolutely necessary for ingress and egress, shall they cross other lots, plots or burial spaces.
2. TRESSPASSING. Lots, plots and grave spaces are for the right of internment of the owners of such lots, plots and grave spaces, and only the owners, heirs and representatives of the persons interred therein shall be permitted on said lots, plots or grave spaces are necessary. Violators of this rule shall be considered as trespassers.
3. CHILDREN. Children under 15 years of age shall not be permitted within the cemetery unless accompanied by adult persons who are responsible for their care and conduct.
4. FLOWERS. All persons are prohibited from gathering flowers, either wild or cultivated, anywhere within the cemetery and from individual graves.

5. FIREARMS AND ALCHOLOIC BEVERAGES. No firearms or intoxicating beverages or liquors shall be permitted upon the lots or within the Town of Oakfield cemeteries at any time except in the case of firearms for the purpose of a military funeral or historic honors under proper command.
6. DOGS. Dogs shall not be permitted in the cemetery or in any cemetery building unless on a leash and the handler must clean up after the animal.
7. ADVERTISING. No signs (private or political) or notices or advertisements of any kind shall be allowed in the cemetery or on premise owned by the Town of Oakfield.
8. SOLICITING. Peddling of flowers or plants, or soliciting the sale of any commodity is positively prohibited within the confines of the cemetery.
9. REFRESHMENTS. Neither the bringing of, the sale of, or the use of refreshments upon the cemetery premises shall be permitted.
10. MOTOR VEHICLES. No motorized vehicle shall be driven through the roadways of the cemetery at a greater speed than 5 miles per hour.
11. RUBBISH. The throwing or disbursement of garbage or rubbish of any kind is prohibited in the town cemeteries.

Rule #7: MODIFICATIONS AND ADMENDENTS TO THE RULES

Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Town of Oakfield reserves the right in such cases, to make exceptions, suspension, or modification. Any such temporary exception, suspension or modification shall in no way be construed as affecting the general application of the rule.

The Town of Oakfield may reserve the right at any time to amend, alter, or repeal any rule or regulation for Cemeteries in the Town of Oakfield. This right to change or amend any part or all of the above rules and regulations for the Town cemeteries can be made without prior notice to the lot owners.

Questions relative to the Town of Oakfield’s Cemeteries Rules and Regulations can be addressed to the Superintendent of Cemeteries and/or the Oakfield Town Board.

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

A Resolution recommended by Bond Council to be adopted by the Town Board entitled “Adopting Updated Post-Issuance Tax Compliance Procedures” was tabled by the Board. The Board would like Bond Council to answer the questions: 1) is this necessary, 2) is Bond Council charging us?

Appointments to Zoning Board of Appeals: Ben Kabel will remain on for another term, Robert Ostrander is a new member. **MOTION** Councilperson Glor, second Deputy Supervisor Wolcott to appoint Ben Kabel and Robert Ostrander to 5 years terms on the Zoning Board of Appeals.
Ayes: Martin, Wolcott, Carroll, Glor, Kabel
MOTION CARRIED UNANIMOUS VOTE (5-0)

MOTION Deputy Supervisor Wolcott, second Councilman Kabel to declare one of the map racks surplus property and sell it to the Town of Elba for \$250.00.
Ayes: Martin, Wolcott, Carroll, Glor, Kabel
MOTION CARRIED UNANIMOUS VOTE (5-0)

In discussions with the Town Clerk of the Town of Elba to possibly enter into a shared services agreement for Docuware for records storage.

SUPERVISOR

MOTION Councilperson Glor, 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

Supervisor Martin and Councilperson Glor met with OALL Board to discuss having Little League help offset the costs of maintenance during their season.

NEW BUSINESS

Baldwin Business Services will be here February 13, 2020 at 1:00 pm to once again go over the accounting practices on their end.

Supervisor Martin to discuss with the Library on how they can pay their portion of the New York State Retirement by January 10th of each year so the Town is no longer fronting the money.

Mark Mikolajczyk asked if he should continue taking classes to keep his water license. The Board recommended he reach out Jessica Zaremski at Genesee County Health Department to see what she says.

ADJOURNMENT: MOTION Councilman Kabel, second Deputy Supervisor Wolcott to adjourn the meeting at 8:03 pm.

Respectfully submitted,

Melissa M. Haacke,
Town Clerk