

TOWN OF CLARKSON  
TOWN BOARD MEETING  
October 13, 2009

The Town Board of the Town of Clarkson held their regular meeting on Tuesday, October 13, 2009 at the Clarkson Town Hall, 3710 Lake Road, Clarkson, NY at 6:00 PM

PRESENT:

Paul Kimball	Supervisor
Christa Filipowicz	Councilperson
Allan Hoy	Councilperson
Patrick Didas	Councilperson
Sheldon Meyers	Councilperson
Sharon Mattison	Town Clerk
David Goodwin	Highway Supt.
Richard Olson	Attorney for the Town

ALSO:

William Ey	Ass't to Supervisor
** Pam Dolliver	Assessor
Chad Fabry	Building Insp/Code Enf.
Christopher Lyon	Acting Assessor

\*\*excused

Supervisor Kimball opened the meeting, and Sharon Mattison, Town Clerk led all those present in the Pledge of Allegiance. A moment of silence was observed for those serving in the military.

**OPEN FORUM**

**Ed Chapman** of 199 Lawrence Road addressed the Board with questions on the fire contract with the Village of Brockport.

**Mark Weston** of 2477 Redman Road addressed the Board with questions regarding the Redman Road water survey.

**Michael March** of 353 Gallup Road shared his thoughts on public and government access television.

**Leanna Hale** of 2724 Lake Road shared her views on televising Town Board meetings.

**Samantha Golden** of 47 Tearose Meadow shared her views on televising Town Board meetings on public access and the Town website.

**Sheila Maynard** of 6 Valley View Drive shared her views on televising Town Board meetings.

Councilperson Meyers stated that he agrees that meetings should be broadcast; he referred to the Open Meetings Law, which states meeting minutes are not intended to be a verbatim transcript of the proceedings.

**UPDATE ON REDMAN ROAD WATER SURVEY**

- Survey letter was sent to 29 property owners at the north end of Redman Road to see who may be interested in public water.
- Of the responses received, there were 13 showing interest and 11 expressing no interest at this time.
- Preliminary responses show State approval would be difficult to obtain since water districts have to be paid for by the residents that it serves.
- Property owners in attendance that addressed the Board: George Gaylor of 2515 Redman Road, Wayne Ward of 3267 Sweden Walker Road, Steve Pratt of 2845 Redman Road, Joe Smith of 2448 Redman Road, Mark Weston of 2477 Redman Road, James Reichert of 24 Fox Hollow Dr., Hamlin
- Attorney Richard Olson provided information on the process of obtaining State approval.
- The matter is tabled to October 27, 2009, for Attorney Richard Olson to obtain information needed to proceed.

**10.13.09****EDUCABLE PROPOSAL**

Councilperson Meyers is in receipt of a contract from EduCable for taping and broadcasting services at an annual cost of \$4600.00 that allows for monthly payments.

**Motion by Councilperson Meyers**

**No Second was received**

**To have the Supervisor sign a contract with EduCable which includes the taping and broadcasting of meetings to commence November 1st and expire December 2010. The cost would be 5% of the revenues the Town receives from franchise fees which is approximately \$ 3,000.00 and a cost of \$75 per meeting for taping bringing the total to \$4,600.00.**

Discussion: A lengthy discussion with opposing viewpoints took place among Board members.

Gina Martillotta of 277 Gilmore Road addressed the Board

Ed Chapman of 199 Lawrence Road addressed the Board.

**AUTHORIZATION TO PURCHASE COURTHOUSE SIGN**

Motion by Councilperson Didas

Seconded by Councilperson Hoy

To award bid to Image Signs at a cost of \$475.00 to construct a single sided flat panel 4' x 8' sign. Price to include installation.

Unanimously carried

**ETHICS COMMITTEE DISCUSSION**

Councilperson Meyers requested the formation of an Ethics committee to consist of five members; two Republicans and two Democrats, allowing the Board to select the fifth member. The committee would address questions from the public regarding possible unethical activity.

**Motion by Councilperson Meyers to create an Ethics Committee based upon the above criteria.**

**No Second was received.**

Discussion:

- Attorney Richard Olson stated that he found three Towns to have an Ethics Committee. Stated they are an advisory panel only, and you would only be creating another level of bureaucracy. Stated he is not aware of another Town that has a higher level of disclosure than Clarkson has already in place.
- Councilperson Filipowicz stated that Clarkson has three ethics solutions currently in place; Code of Ethics Statement signed annually, Conflict of Interest/Compliance Annual Disclosure, and the Monroe County Ethics committee. A committee could be formed at anytime based on need, however at this point would be redundant.
- Persons that addressed the Board: **Joe Lancia** of 101 Walker Rd., Hamlin, **Alan Bertch** of 1965 Roosevelt Hwy., and **Samantha Golden** of 47 Tearose Meadow.

Supervisor Kimball stated he does not have a problem with an Ethics Committee, however he believes there is a certain level of autonomy that a person can have if we utilize Monroe County's committee.

- Councilperson Didas stated he is not opposed to an Ethics Committee; however there are several questions that need to be answered first.

**Motion by Councilperson Meyers to add a statement to the Code of Ethics that would prohibit Elected Officials from hiring town employees to work on their own property when it does not pertain to town business.**

**No Second was received**

- A lengthy discussion with opposing viewpoints took place. Attorney, Richard Olson stated that before changing the Code of Ethics it needs to be reviewed by the Board, hold a public hearing and then a Local Law would need to be passed.

**10.13.09****MOTION AUTHORIZING SUPERVISOR TO SIGN EFP PARKS GRANT FOR ACQUISITION OF RIDGEWOOD PARK**

Supervisor Kimball updated all present to let them know that the Town of Clarkson was the beneficiary of a grant to acquire Ridgewood softball fields to turn it into a Town Park.

**Motion by Councilperson Hoy**

**Seconded by Councilperson Didas**

To have the Supervisor sign the contract with New York State Office of Parks, Recreation, and Historic Preservation for \$298,125.00 to be used to acquire Ridgewood softball fields. Project Number: EPF-E08028-G5

**VOTE OF THE BOARD:**

Ayes: Supervisor Kimball, Councilpersons Hoy, Filipowicz and Didas

Nays: Councilperson Meyers

**See end of minutes for signed contract**

**RESOLUTION-CONSERVATION BOARD APPOINTMENT**

BE IT RESOLVED AS FOLLOWS:

Section 1. That Michael C. Beadling, 94 Lynnwood Dr., Town of Clarkson, NY, be and is hereby appointed as a member of the Conservation Board beginning October 13, 2009 and ending December 31, 2009.

Section 2. That this resolution shall take effect immediately.

Discussion:

Motion for adoption of this resolution by Councilperson Didas

Second by Councilperson Hoy

Unanimously carried

**AUTHORIZATION TO WAIVE PARTIAL TAX PAYMENT FEE**

Town Clerk, Sharon S. Mattison gave a brief description of the new Law allowing Town Tax Receivers to collect a fee of \$5.00 per transaction for any partial payment made.

Motion by Councilperson Filipowicz

Seconded by Councilperson Meyers

To waive the \$5.00 fee for partial tax payments.

Unanimously carried

**BROCKPORT SOCCER CLUB LETTER OF APPRECIATION**

Supervisor Kimball informed the Board of a letter of appreciation received from the Brockport Soccer Club.

**AUTHORIZATION TO RELEASE LETTER OF CREDIT FOR LIBERTY COVE SUBDIVISION SECTION 4**

A request for the partial release of funds has been received from Town Engineer, JP Schepp, P.E. in the amount of \$55,359.70 leaving a balance of \$268,101.00 in the Letter of Credit.

Motion by Councilperson Hoy

Seconded by Councilperson Didas

To release \$55,359.70 from Liberty Cove Subdivision-Sect. 4 Letter of Credit.

Unanimously carried

**8171 RIDGE ROAD SITE REVIEW**

- A letter dated 09/11/2009 was received from the property owner regarding a drainage problem.
- Highway Supt. Dave Goodwin along with Town Engineer, JP Schepp, P.E. performed a site review on 09/29/2009.
- Upon completion of the site review Town Engineer, JP Schepp, P.E. submitted a letter of findings. The letter stated in short that he believes additional site grading could improve directing surface water away from the house, however he did not believe that would be the Town's responsibility.
- Bldg. Inspector, Chad Fabry stated that the problem may be under the house due to 50 year old duct work. Inspector Fabry offered to visit the residence to see if he can diagnose the situation and possibly offer a course of action.
- Tabled to October 27, 2009 meeting.
- **See attached letter at end of minutes.**

**10.13.09**

**ORDER SETTING PUBLIC HEARING ON 2010 BUDGET/SPECIAL DISTRICTS**

Motion by Councilperson Hoy

Seconded by Councilperson Meyers

To hold a public hearing on the 2010 Budget/Special Districts on Tuesday, October 27, 2009 at 7:00 p.m.

Unanimously carried

The proposed yearly salaries for elected officials are: Supervisor \$20,064.00; Councilpersons \$6,930.00; Justices \$13,530.00; Town Clerk \$54,068.00; Highway Supt. \$78,831.00.

The Special Assessment rolls for the following districts:

**LIGHTING:**

Greenfield Manor Dist. 1&2; Rose Meadow; Wedgewood; Brianna; Burch Farm; Deer Creek Estates; Northfield; Old Pine Trail, Liberty Cove.

**SEWER:**

North Colony; Greenfield Manor; Clarkson Manor; Clarkson Meadows; Burch Farm; Brianna Meadows; Rose Meadows; Sweden Walker Rd; Liberty

Cove,

Kozi-Ridge; Garland Ridge; Tantalo Sewer CHTL Rd.; Wedgewood Sewer.

**WATER:**

Lawrence Road; Lawrence Rd. West; Sweden Walker Rd.;

Clarkson Hamlin T.L. Rd.; East Ave.; Wiler Rd.; Roosevelt Hgwy.#2

**SUPERVISOR REPORTS**

Supervisor Kimball made the Board aware of a discussion he had with the Town of Ogden Assessor regarding a shared services agreement for assessor services at a cost of \$20,000. The agreement would make the Ogden assessor available to the Town of Clarkson on a part time on-call basis. A cost analysis showed no savings for this proposal compared to the current cost.

**HIGHWAY SUPT. REPORTS**

Highway Supt. Dave Goodwin updated the Board on current highway projects.

**RESOLUTION**

**AGREEMENT TO EXTEND THE MUNICIPAL SNOW AND ICE AGREEMENT**

At a regular meeting of the Town Board of the Town of Clarkson, County of Monroe, State of New York, held at the Town Hall, 3710 Lake Road in said Town, on the 13<sup>th</sup> day of October 2009

Motion by Councilperson Hoy

Seconded by Councilperson Didas

To authorize the Town of Clarkson and the State of New York to enter into an agreement to extend the Municipal Snow and Ice Agreement to June 30, 2011.

Carried by all Ayes.

By Order of the Clarkson Town Board

Adopted: October 13, 2009

**MINUTES**

Motion by Councilperson Filipowicz

Second by Councilperson Hoy

To approve September 22, 2009 minutes.

Ayes: Supervisor Kimball, Councilpersons Hoy, Filipowicz, Didas

Abstain: Councilperson Meyers

**10.13.09****MINUTES**

Motion by Councilperson Hoy

Second by Councilperson Didas

To approve October 06, 2009 Intermunicipal Meeting minutes.

Unanimously carried.

**AUDIT—10-01-2009**

Vouchers 20091110-20091210; Total \$59,786.05; Gen. \$44,238.77; Hwy. \$12,523.95;

SL \$2,923.88; SS \$99.45

Motion by Councilperson Hoy

Second by Councilperson Didas

Unanimously carried.

**EXECUTIVE SESSION**

Motion by Councilperson Meyers

Seconded by Councilperson Hoy

To enter into Executive Session

Unanimously carried

**RETURN TO REGULAR SESSION**

Motion by Councilperson Hoy

Seconded by Councilperson Filipowicz

To return to Regular Session

Unanimously carried

Motion to adjourn at 7:40 p.m. by Councilperson Hoy

Seconded by Councilperson Didas

Unanimously carried.

Respectfully submitted,

Sharon S. Mattison

Town Clerk

**Approved October 27, 2009**

STATE AGENCY (Name & Address):	NYS COMPTROLLERS NUMBER: E08028
<b>New York State Office of Parks, Recreation and Historic Preservation Agency Building One Empire State Plaza Albany, New York 12238</b>	NYS AGENCY NUMBER: <b>EPF-E08028-G5</b>
	ORIGINATING AGENCY CODE: <b>49070</b>
	REGION: <b>GE</b>
CONTRACTOR (Name & Address):	TYPE OF PROGRAM
<b>Town of Clarkson 3710 Lake Road PO Box 858 Clarkson, New York 14430</b>	<b>ENVIRONMENTAL PROTECTION FUND</b>
	<b>PKS</b>
CHARITIES REGISTRATION NUMBER: N/A	INITIAL CONTRACT PERIOD:
	FROM: <b>May 15, 2009</b>
	TO: <b>December 31, 2011</b>
<b>CONTRACTOR IS UP-TO-DATE with filing all required annual written reports with the Attorney General's Charities Bureau, or the appropriate oversight Agency</b>	
FEDERAL TAX ID NUMBER: 166002215	
MUNICIPALITY NUMBER: 260316600000	FUNDING AMOUNT FOR INITIAL PERIOD: <b>\$298,125.00</b>
STATUS	MULTI-YEAR TERM: (if applicable)
CONTRACTOR IS NOT A SECTARIAN ENTITY	FROM: N/A TO: N/A
CONTRACTOR IS NOT A NON-FOR-PROFIT ORGANIZATION	

**APPENDICES ATTACHED AND PART OF THIS AGREEMENT:**

APPENDIX A...Standard Clauses for All New York State Contracts  
APPENDIX A1...Clauses Required by Office of Parks, Recreation and Historic Preservation  
APPENDIX B...Budget  
APPENDIX C...Payment and Reporting Schedule  
APPENDIX D...Program Workplan  
APPENDIX X...Modification Agreement Form (to accompany modified appendices for changes in term or  
consideration on an existing period or for renewal periods)  
APPENDIX E...Special Conditions and Requirements  
APPENDIX F...Program Specific Requirements

**STATE OF NEW YORK AGREEMENT**

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

**WITNESSETH:**

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT.

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

**I. Conditions of Agreement**

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this Agreement not modified shall remain in effect for each PERIOD of the AGREEMENT. To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses for All New York State contracts, attached hereto and made a part hereof) takes precedence over all other parts of the AGREEMENT.



## **II. Payment and Reporting**

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

## **III. Terminations**

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

## **IV. Indemnification**

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

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**V. Property**

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

**VI. Safeguards for Services and Confidentiality**

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

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IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

PROJECT NUMBER: EPF-E08028-G5

CONTRACTOR:

Town of Clarkson

STATE AGENCY:

New York State Office of Parks, Recreation, and Historic Preservation

By: *Paul M Kimball*

By:

Printed Name:

Date:

Printed Title:

State Agency Certification:

Date:

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF Monroe )

On the 13 day of October in the year 2009, before me, the undersigned, Sharon S. Mattison, personally appeared Paul M. Kimball, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

SHARON S. MATTISON  
Notary Public, State of New York  
Monroe County, #01MA5023329  
My Commission Expires Feb. 7, 2010

*Sharon S. Mattison*  
Notary Public, State of New York

ATTORNEY GENERAL:

Approved:

Thomas P. DiNapoli  
State Comptroller

By \_\_\_\_\_

Date \_\_\_\_\_





**CHATFIELD ENGINEERS, P.C.** • 2800 Dewey Avenue • Rochester, New York 14616  
(585) 227-6040 • Fax (585) 227-4233

September 30, 2009

CE #05-664

Supervisor Paul Kimball and Town Board Members  
Town of Clarkson  
3710 Lake Road  
Clarkson, NY 14420

Re: 8171 Ridge Road West Drainage Concerns

Dear Paul and Town Board:

On September 29, 2009 I met with David Goodwin to review drainage concerns at 8171 Ridge Road West. Based upon my review of the site I have the following comments:

1. I last inspected the site on April 3, 2007. Since that time the Town has installed drainage piping along the west property line. This directs drainage northerly to the swale along Ridge Road. Based upon measurements made by David Goodwin this piping is at a depth that would allow the homeowner to connect to it and install drainage piping along the south side of the house.
2. It appears that the homeowner has recently installed fill around portions of the house to direct runoff away from the house.
3. There is shallow drainage piping running along the east side of the lot that also directs drainage northerly to the swale along Ridge Road. This was installed prior to my April 3, 2007 inspection.
4. While at the site there was light rain and there had been nearly 2-inches of rainfall from September 26 through 29, 2009. Despite the rain, I saw no standing water on the site. It appears that the drainage piping on the site is adequately addressing site drainage.
5. Several of the roof gutters are directed to piping below grade. The homeowner should verify that the gutter piping is functioning properly and is directed to the surface, away from the house. If these gutters are directed to a dry well or piping is broken near the house, this could be the source the wet conditions in the basement.

In any case, based upon my observations, there are adequate drainage facilities along the property lines to address surface drainage. There may be problems with the adequacy of the: ventilation, gutters, foundation drainage, sump pump and/or floor drain for the house, but these would be the homeowner's responsibility. Additional site grading on the site could improve directing surface water away from the house, but I believe that that would not be the Town's responsibility.

Upon your review, should you have any questions, please do not hesitate to call.

Cc David Goowin, Highway Supt.

Sincerely,

  
John Paul Schepp, P.E.  
**RECEIVED**

SEP - 30 2009