

TOWN OF CLARKSON  
TOWN BOARD MEETING  
June 22, 2010

The Town Board of the Town of Clarkson held their regular meeting on Tuesday, June 22, 2010 at the Clarkson Justice Court, 3655 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**

Karen Bourg of 4 Stag Creek Trail and Karen Neu of 7 Stag Creek Trail appeared before the Board regarding fees they were charged by the builder of their homes ten years ago. The builder charged them for sewer permits during construction but the homes were never connected to public sewer lines, only septic systems. Additionally, the homeowners have been charged a Pure Waters fee annually by Monroe County. Bourg and Neu stated they had previously requested a refund from the builder, Tony D'Arpino, who has refused to cooperate with them. Supervisor Kimball replied that since the builder was the owner of the property at the time and was the individual who paid the fee to the Town, any refund from the Town would be payable only to him if he requested it, which he has not. Any Pure Waters fee refund would come from the County.

**UPDATE ON PROPOSED LOCAL LAW REGARDING JUNK AND REFUSE STORAGE**

Attorney for the Town Richard Olson suggested forming a committee to determine the best direction to take moving forward. Olson stated he would further research the matter and report back to the Board.

**RESOLUTION AUTHORIZING SUPERVISOR TO FILE GRANT APPLICATION FOR VETERANS PARK**

Introduced by Councilperson Hoy

Seconded by Councilperson Meyers

**Whereas**, the responses of a community survey in the Town of Clarkson Comprehensive Plan indicate a high level of support for the protection of natural features and the acquisition of parkland/open space;

**Whereas**, the Town of Clarkson Comprehensive Plan recommends 1 to 2 acres of neighborhood recreational space per 1,000 population;

**Whereas**, there are currently no neighborhood parks in the Town of Clarkson;

**Whereas**, there is no memorial space to honor residents who served in the United States Military in the Town of Clarkson;

**06-22-10**

**Whereas**, there are no walking trails in the Town of Clarkson;

**Whereas**, the Town of Clarkson acquired approximately 1 acre of land designated as a brownfield;

**Whereas**, the Town of Clarkson and the New York State Department of Environmental Conservation conducted environmental studies and clean-up efforts at the project site;

**Whereas**, the Town of Clarkson convened a committee of local residents to design a park at the project site in response to community needs;

Now, therefore, be it resolved that the Town of Clarkson will endeavor to develop Veteran's Park, which will include walking trails, natural space, a parking area, and a memorial to American servicemen and servicewomen.

And further, it is resolved that Paul Kimball, Supervisor of the Town of Clarkson, is hereby authorized and directed to file an application for funds from the New York State Office of Parks, Recreation and Historic Preservation in accordance with the provisions of Title 9 of the Environmental Protection Act of 1993 or the Federal Land and Water Conservation Fund Act of 1965, in an amount not to exceed \$150,000 and upon approval of said request to enter into and execute a project agreement with the State for such financial assistance to the Town of Clarkson for the development of Veteran's Park.

**THE FOREGOING RESOLUTION** was put to vote as follows:

**VOTE OF THE BOARD**

AYES: Supervisor Kimball, Councilpersons Hoy, Filipowicz, Didas and Meyers

NAYS: None

Discussion: Highway Superintendent Dave Goodwin explained the work still to be done at the site, including fill dirt, grading, and a retaining wall. The monument area would be on the east end of the property. Town Historian Leanna Hale estimated she had the names of 80 Civil War veterans to be listed. Goodwin stated the project is being planned with space for 400 names. Any person who served in the military from the Town of Clarkson would be included, with those who gave their lives denoted by a star. There would be a center stone displaying narrative about the veterans, which would be flanked by two 4-foot by 4-foot stones on each side. Each side stone could accommodate 100 names. Black granite has been recommended due to its stately appearance and the higher visibility of the engraving compared to the gray granite. The cost for engraving would be approximately \$15,000 at \$3 or \$4 per letter. The total project cost including the engraving would be approximately \$208,590. The monuments are not eligible for grant funding. The project can be done in stages to reduce initial cost and other funding options will be explored to cover the monuments.

**MOTION FOR SUPERVISOR TO SIGN CONTRACT WITH EARTHWORKS ENVIRONMENTAL**

Motion by Councilperson Hoy

Seconded by Councilperson Didas

For Supervisor to sign contract authorizing Earthworks Environmental to perform a limited subsurface test pit assessment at 8000 Ridge Road. The dollar amount of the contract is not to exceed \$3,690.

**VOTE OF THE BOARD**

AYES: Supervisor Kimball, Councilpersons Hoy, Filipowicz and Didas

NAYS: Councilperson Meyers

**\*see attached contract at end of minutes**

**06-22-10**

**GREENHOUSE GAS ASSESSMENT**

The Board discussed the proposal from Bell Independent Power Corp to perform a greenhouse gas assessment for the Town of Clarkson facilities and decided not to move forward.

**STORMWATER COALITION INTERMUNICIPAL AGREEMENT**

Motion by Councilperson Filipowicz

Seconded by Councilperson Didas

To authorize the Supervisor to sign updated Stormwater Coalition Intermunicipal Agreement.

Unanimously carried

**\*see attached agreement at end of minutes**

**HISTORIAN REPORTS**

Historian, Leanna Hale had no report at this time.

**ASSESSOR REPORTS**

Acting Assessor, Chris Lyon reported that there were 13 hearings at the Board of Assessment Review. The final roll will be filed on July 1<sup>st</sup>, 2010.

**HIGHWAY SUPT. REPORTS**

Supt. Goodwin reported that several of his work force are currently trueing and leveling Gilmore Road in preparation for an oil and stone coat (chip seal). Once that is complete they will work on the back entrance to the Town Hall. He continued by informing the Board that the new six wheel dump truck and plow equipment has been received, with plow equipment to be installed by town work force for a total cost of \$108,000. A neighboring town purchased the same truck a couple years ago for \$155,000.

**FEDERAL SURPLUS PROPERTY ASSISTANCE PROGRAM**

Motion by Councilperson Hoy

Seconded by Councilperson Filipowicz

To authorize the Supervisor to sign the agreement with the Federal Surplus Property Assistance Program. This is a three year program.

Unanimously carried

**\*see attached agreement at end of minutes**

**BROCKPORT FIRE DEPT. CERTIFICATE OF INCORPORATION**

After a brief discussion it was decided that Richard Olson, Attorney for the Town will need to review the document and report back to the Board before action can be taken.

**MINUTES**

Motion by Councilperson Hoy

Seconded by Councilperson Didas

To approve June 8, 2010 minutes.

Unanimously carried

**AUDIT—06-02-2009**

Vouchers 20100588-20100673; Total \$131,966.26; Gen. \$32,627.35; Hwy. \$39,569.97; SF \$59,640.75; \$128.19

Motion by Councilperson Hoy

Seconded by Councilperson Filipowicz

Unanimously carried

**MOTION TO ENTER INTO EXECUTIVE SESSION**

Motion by Councilperson Meyers

Seconded by Councilperson Didas

To enter into executive session at 7:20 p.m. to discuss a personnel matter.

Unanimously carried

**06-22-10**

**MOTION TO RETURN TO REGULAR SESSION**

Motion by Councilperson Hoy  
 Seconded by Councilperson Didas  
 To return to regular session at 7:35 p.m.  
 Unanimously carried

**MOTION AUTHORIZING SUPERVISOR TO SIGN AGREEMENT WITH ASSESSOR**

Motion by Councilperson Hoy  
 Seconded by Councilperson Didas  
 To authorize the supervisor to sign the agreement between Assessor Pam Dolliver and the Town of Clarkson.  
 Unanimously carried

**EMPLOYEE MERIT RAISES**

Motion by Councilperson Hoy  
 Seconded by Councilperson Didas;  
 To approve a two step merit increase for Jill Nundy.  
 Unanimously carried

Motion by Councilperson Filipowicz  
 Seconded by Councilperson Hoy  
 To approve a two step merit increase for William Rogers.  
 Unanimously carried

Motion by Councilperson Hoy  
 Seconded by Councilperson Didas  
 To approve a two step merit increase for Wayne T. Swanger Jr.  
 Unanimously carried

Motion by Councilperson Hoy  
 Seconded by Councilperson Meyers  
 To approve a two step merit increase for Kristin Coon.  
 Unanimously carried

Motion by Councilperson Didas  
 Seconded by Councilperson Hoy  
 To approve a two step merit increase for Ursula Liotta.  
 Unanimously carried

**PERFORMANCE APPRAISALS**

Motion by Councilperson Filipowicz  
 Seconded by Councilperson Hoy  
 To require that all employee performance appraisals be attached to their written request for a pay increase and kept in the employee's personnel folder located in the supervisors office.  
 Unanimously carried

**DISCUSSION:**

A workshop has been scheduled for June 29, 2010 at 7:00 p.m. in the Town of Sweden and will include board members from the Towns of Clarkson and Sweden along with the Library Board and the Brockport Village Board.

Councilperson Meyers reported the Heritage Day event benefiting the Clarkson Historical Society was a success. A walking tour was given to approximately 50 people.

**06-22-10**

Motion to adjourn at 8:00 P.M. by Councilperson Hoy  
Seconded by Councilperson Didas  
Unanimously carried

Respectfully submitted,

Sharon S. Mattison  
Town Clerk

**APPROVED 07-13-2010**



*Environmental Assessment, Investigation & Consulting Professionals*

26 May 2010

Mr. Paul Kimball, Supervisor  
Town of Clarkson  
3710 Lake Road, P.O. Box 858  
Clarkson, New York 14430

**RE: Limited Subsurface Test Pit Assessment**  
Former Ridge Road Recreation Park  
8000 West Ridge Road, T/Clarkson, C/Monroe, NY

Dear Mr. Kimball:

**Introduction**

*Earthworks Environmental* recently completed Phase I Environmental Site Assessment of the referenced property (the "*Property*"): One recognized environmental condition was identified involving an adjoining junkyard facility that has operated since at least 1961. Suspected tanks, drums and other containers were observed in historic aerial photographs on the junkyard property. Environmental concerns related to 50+/- years of historic junkyard operations include potential leakage and spillage of petroleum fluids from junked vehicles, potential leakage and spillage of contents from suspected tanks, drums and other containers, suspected subsurface discharge of solvents and other hazardous materials to floor drains and septic systems connected to two garages, and suspected surface dumping of petroleum and solvents associated with mechanical repair and dismantling operations. Groundwater flow direction and topographic relief dictate that any off-site migration of contaminants from this facility would impact soil and/or groundwater quality on the *Property*. A limited subsurface test pit assessment is recommended along the *Property*-junkyard boundary to detect for evidence of contamination from junkyard operations.

**Purpose**

The purpose of this Limited Subsurface Test Pit Assessment is to evaluate the condition of subsurface soils and shallow bedrock and screen for petroleum and solvent contamination. Due to reported shallow soil conditions, the test pits should be advanced through weathered bedrock to competent bedrock with appropriate heavy excavation equipment. Excavated soils should be screened with a pre-calibrated photoionization detector (PID) to detect for VOCs in the parts per million (ppm) range. Visual and olfactory evidence of subsurface conditions should be documented. Where elevated PID readings are recorded or visual/olfactory evidence of contamination is detected, soil and/or groundwater samples should be collected and analyzed to determine the type and extent of contamination and the need for remediation.

4 Lincoln Avenue  
Batavia, New York 14020

(585) 355-0987  
ewoffice@aol.com

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**Scope of Work**

- a) DigSafelyNewYork (UFPO) must be notified in advance of the subsurface assessment work to stake out buried utilities on or leading to the *Property*. **The excavation company (i.e., Town of Clarkson) must make this call.**
- b) *Earthworks* will direct the advancement of each test pit as to location and depth. The client will provide the excavator, operator and related expenses in order to advance the test pits.
- c) *Earthworks* will screen the excavated soils with a pre-calibrated PID meter to detect for volatile organic compounds (VOCs) to determine the horizontal and vertical extent of any contamination.
- d) Selected samples will be collected for laboratory analysis under this scope of work only if evidence of contamination is encountered. Such evidence would include elevated PID meter readings and/or visual/olfactory evidence of contamination. For purposes of this proposal, two soil samples and two groundwater samples will be collected for laboratory analysis. The laboratory analytical protocol for each sample will include the full scan for VOCs using USEPA Method 8260B and the STARS List base/neutrals (SVOCs) using USEPA method 8270. Additional soil and/or groundwater samples may be collected at the discretion of the field geologist working in consultation with the client's representative(s).
- e) The field geologist will log PID readings along with soil and bedrock types and conditions, the occurrence of any fill or buried materials and any other noteworthy subsurface conditions. A map will be generated showing the location of each test pit relative to the *Property* boundaries and their proximity to the junkyard property.
- f) A written report will be generated summarizing the work performed and the results of the limited subsurface test pit assessment. The report will also include our professional conclusions and recommendations regarding any additional assessment, investigation or remediation beyond this scope of work that is deemed warranted. The report will be provided solely to the client unless otherwise directed. If evidence of contamination is confirmed, the NYSDEC will be notified within two hours of discovery in accordance with NYS Navigation Law.

**Estimated Costs – Proposed Scope of Work**

The *estimated* fees and costs for performing this scope of work are listed below. The hourly rate of \$85/hr. applies to any adjustments (+/-) for time spent on this project. Travel time is included (as shown) in these time estimates.

A)	Field geologist: site work incl. travel (8 hrs. @ \$85/hr.).....	\$ 680
B)	Pre-calibrated PID meter rental (1 day@ \$150/day).....	\$ 150
C)	Lab analyses full 8260 & 8270 STARS (two soil, two groundwater samples).....	\$ 1,500
D)	Written report of findings, conclusions, recommendations (16 hrs. @ \$85/hr.).....	\$ 1,360
	<b>Total Estimated Costs.....</b>	<b>\$ 3,690</b>

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26 May 2010  
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#### **Fee Payment Schedule**

The total *estimated* cost for the proposed scope of work outlined above is \$ 3,690. A retainer of \$1,845 representing 50% of the estimated cost for this scope of work is requested to initiate work on this project. Final payment of the balance will be due and payable upon completion of this scope of work and submission of a final invoice.

#### **Provisions**

1. The client is responsible for providing the excavation equipment and operator to perform the test pit assessment work. *Earthworks* will direct the work of the equipment operator as to location and depth of the test pits.
2. The client is responsible for finish site restoration including landscaping, asphalt and/or concrete repair work disturbed by the equipment.
3. The fees for services quoted herein are based on our best estimates of time necessary to complete each work item. The actual time spent may vary from these estimates and will be billed at the hourly rate of \$85 per hour.
4. If for any reason the project is terminated or additional time beyond the scope of work is required, billing will be for costs and expenses (e.g., PID meter rental) incurred plus actual time spent at the time of project termination at the rate of \$85 per hour.
5. *Earthworks Environmental* reserves the right to reallocate funds, as necessary, to address issues affecting the scope of work, as they arise.
6. This Proposal/Agreement is based upon the information collected to date. If additional information becomes available that *significantly increases* the scope of work of this project, then additional associated fees and costs beyond those quoted may be required. No additional work shall be performed or fees assessed without prior authorization of the client.
7. General Terms and Conditions apply to this Proposal/Agreement (see attached).

#### **Exceptions**

1. This Proposal/Agreement does not include costs associated with the removal, storage, treatment, transport or disposal of any hazardous, industrial or solid waste materials from the *Property*.
2. *Earthworks* shall not be held responsible for damaged utilities or recognized environmental conditions encountered (e.g., hazardous substance, hazardous waste contamination) that adversely impacts project costs, investigation methodologies and/or scope of work.
3. The proposed scope of work does not include the installation or maintenance of any remedial equipment, wells, borings or other subsurface systems to monitor or treat impacted soils or groundwater on the
4. This Proposal/Agreement does not provide for the sampling and laboratory analysis of any media (e.g., soil, sediment, air, water) other than as specified in the Scope of Work above.

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**Authorization**

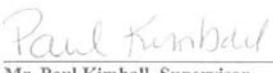
This Proposal/Agreement is valid for a period of 30 days from the date of submission. The return of a signed copy of this Proposal/Agreement along with the retainer of \$ 1,845 will acknowledge your acceptance of the terms and conditions contained herein and authorize us to proceed. If there are any questions, please do not hesitate to call me at (585) 395-9080.

*Earthworks Environmental*

 (signed)      5/26/10  
Kenneth R. Pike, Environmental Geologist                      Date

\*\*\*\*\*

Town of Clarkson (client)

 (signed)                      6/22/10  
Mr. Paul Kimball, Supervisor                                      Date

\_\_\_\_\_  
Printed Name

#### GENERAL TERMS & CONDITIONS

##### Right of Entry

The Client will provide right of entry for our staff, any subcontractors and all necessary equipment, in order to complete the work. *Earthworks Environmental* will take all reasonable precautions to minimize damage to the *Property*. It is understood by the client that in the normal course of work some alteration of property may occur, the correction of which is not part of this Agreement.

##### Utilities

In the execution of the work, *Earthworks Environmental* will take all reasonable precautions to assist your contractors in avoiding damage or injury to subterranean structures or utilities. The Client agrees to hold *Earthworks Environmental* harmless for any damages to subterranean structures.

##### Ownership of Documents

All reports, field notes, drawings, calculations, estimates, and other documents, and copies thereof prepared by *Earthworks Environmental* as instruments of service, shall remain our property. Client agrees that all drawings and reports and other work furnished to the Client or his agent(s), which is not paid for, will be returned upon demand and will not be used by the client for any purpose whatsoever.

##### Approvals

We shall not be liable for damages resulting from the actions or inactions of governmental agencies. Although every effort will be made to obtain approvals from all required agencies, our Proposal/Agreement for environmental consulting services in no way guarantees that such approvals will be granted by said agencies. In the event approvals are not granted and the project must be terminated, billing will be made for work completed to the date of termination, and payment will be required within fifteen (15) days.

##### Standard of Care

Services performed by *Earthworks Environmental* under this Agreement will be conducted in a manner with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made.

##### Limitation of Liability

Client hereby agrees that, to the fullest extent permitted by law, *Earthworks Environmental's* maximum liability to the client for any and all claims, actions, damages, or losses arising out of or in any way related to consultant's allegedly negligent services provided pursuant hereto or breach of contracts shall not exceed the total amount of the professional services contract amount. Such causes include but are not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty of *Earthworks Environmental* or of *Earthworks Environmental's* consultants, agents, and employees.

**INTERMUNICIPAL AGREEMENT  
REGARDING COOPERATION TO REDUCE STORMWATER POLLUTION AND  
PROTECT WATER QUALITY IN MONROE COUNTY**

An INTERMUNICIPAL AGREEMENT among the CITY OF ROCHESTER, 30 Church Street, Rochester, NY 14614, the Towns of BRIGHTON, 2300 Elmwood Avenue, Rochester, New York 14618; CHILI, 3333 Chili Avenue, Rochester, NY 14624; CLARKSON, P.O. Box 858, 3710 Lake Road, Clarkson, NY 14430; GATES, 1605 Buffalo Road, Rochester, NY 14624; GREECE, 1 Vince Tofany Blvd., Rochester, NY 14616; HAMLIN, 1658 Lake Road, Hamlin, NY 14464; HENRIETTA, 475 Calkins Road, Henrietta, NY 14467; IRONDEQUOIT, 1280 Titus Avenue, Rochester, NY 14617; MENDON, 16 W. Main Street, Honeoye Falls, NY 14472; OGDEN, 269 Ogden Center Road, Spencerport, NY 14559; PARMA, 1300 Hilton-Parma Road, Hilton, NY 14468; PENFIELD, 3100 Atlantic Avenue, Rochester, NY 14526; PERINTON, 1350 Turk Hill Road, Fairport, NY 14450; PITTSFORD, 11 S. Main Street, Pittsford, NY 14534; RIGA, 6460 E. Buffalo Road, Churchville, NY 14428; SWEDEN, 18 State Street, Brockport, NY 14420; and WEBSTER, 1000 Ridge Road, Webster, NY 14580; and hereinafter referred to as "Stormwater Coalition of Monroe County City/Town Members", the Villages of BROCKPORT, 49 State Street, Brockport, NY 14420; CHURCHVILLE, 23 E. Buffalo Street, Churchville, NY 14428; EAST ROCHESTER, 120 West Commercial Street, East Rochester, NY 14445; FAIRPORT, 31 South Main Street, Fairport, NY 14450; HILTON, 59 Henry Street., Hilton, NY 14468; PITTSFORD, 21 North Main Street, Pittsford, NY 14534; SCOTTSVILLE, 22 Main Street, Scottsville, NY 14546; SPENCERPORT, 27 West Avenue, Spencerport, NY 14559; and WEBSTER, 28 West Main Street, Webster, NY 14580, hereinafter referred to as "Stormwater Coalition of Monroe County Village Members"; and the STATE UNIVERSITY OF NEW YORK AT BROCKPORT, 350 New Campus Drive, Brockport, NY 14420, hereinafter referred to as "Stormwater Coalition of Monroe County Organization Member"; and the COUNTY OF MONROE, a municipal corporation with offices at 39 West Main Street, Rochester, NY, hereinafter referred to as "County". All parties to the Agreement are collectively the "Stormwater Coalition of Monroe County" or the "Coalition".

WITNESSETH

WHEREAS, the members of the Coalition recognize the importance of protecting water quality and the value to the community of streams, rivers, bays, lakes and other waterways; and

WHEREAS, certain members of the Coalition that own or operate municipal separate storm sewer systems (MS4) must comply with applicable Federal and New York State regulations; and

WHEREAS, the Coalition members recognize that, because watersheds and separate storm sewer systems cross municipal boundaries there are opportunities to save money and resources, and increase effectiveness by working collaboratively, the members should work cooperatively to reduce stormwater pollution and protect water quality; and

WHEREAS, the Monroe County Legislature, by Resolution No. 314 of 2009, adopted December 8, 2009, and the Administrative Board of the Rochester Pure Water's District by Resolution No. 09R-013 of 2009, adopted December 8, 2009, copies of said Resolutions are attached as Exhibit "A", authorized the County to enter into such an Intermunicipal Agreement and any amendments

thereto, and authorized the County Executive or his/her designee, to execute said Agreement on behalf of the County; and

WHEREAS, the City Council, Town Boards and Village Boards by Resolution or Ordinance, authorized said City, Town or Village to enter into such Intermunicipal Agreement and authorized the mayor of said City, the supervisor of said Town and the mayor of said Village or their designees, to execute said Agreement on behalf of said City, Towns or Villages, a copy of said Resolution or Ordinance is attached as Exhibit "B"; and

WHEREAS, the Organization Member by Resolution or Ordinance, authorized said organization to enter into such Intermunicipal Agreement and authorized a designated signatory to execute said Agreement on behalf of said organization, a copy of said Resolution or Ordinance is attached as Exhibit "B"; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. Term of Agreement

- A. The term of this Agreement shall be from January 1, 2010 through December 31, 2014. This Agreement may be renewed, amended, or terminated. Any party may withdraw from this agreement upon sixty (60) days written notice to the other parties including the current Chair of the Coalition at 444 East Henrietta Road, Building 15, Rochester, NY 14620-4630.

2. Authorized Work of the Coalition

The Coalition's purpose is to work collaboratively to:

- A. Reduce stormwater pollution and improve water quality. Secondary benefits may include a reduction in flood damage, improvements to fish and wildlife habitat, aesthetics and recreation.
- B. Facilitate the use of existing or future resources, organizations, and programs for the provision of the services to reduce stormwater pollution, to protect water quality and to restore natural hydrology while enhancing efficiency. These services may include, but are not limited to educating the public on minimizing stormwater pollution, involving the public in Coalition projects and programs, conducting illicit discharge detection and elimination efforts, assisting with construction site runoff control and post-construction stormwater management, and implementing pollution prevention practices at municipal facilities.
- C. Share resources including but not limited to staff time, equipment, supplies, technology and services.
- D. Facilitate Coalition Members compliance with New York State MS4 General permit requirements

3. The Coalition Membership Fees shall be as follows:

- A. Each Coalition member shall pay an annual membership fee for the Coalition to fund the implementation of programs. This fee is determined annually by the Coalition's Executive Committee and approved by Coalition. The current fee schedule is included in this Agreement as Exhibit "C".
- B. Membership fees shall be paid to Monroe County by the date established by the Coalition. Upon payment in full, a municipality or organization shall become a "Member." With approval from the Executive Committee, payment arrangements may be negotiated with the County for extenuating circumstances. In such cases the municipality or organization is considered a member prior to payment in full.
- C. Membership fees will be held by the County in a trust account. Requests by Coalition staff or Coalition members to expend the membership fees will be submitted to the Executive Committee and the Coalition for their approval as defined in Section 5.B. herein. Approval for expenditures and contracts will be documented in writing, signed by the Chair of the Coalition and submitted to the County prior to the execution of any contract and /or any release of any funds by the County Executive or his/her designee.
- D. The Coalition shall research and implement an appropriate funding mechanism for future cooperative projects and programs.

4. Responsibilities of the Coalition

- A. Each member shall designate an official representative to serve on the Coalition. The designee shall be responsible to attend and participate in meetings of both the Coalition and the task groups created to reduce stormwater pollution, to improve water quality and to transmit stormwater information to their municipality or organization. The designee shall also be responsible to obtain opinions on stormwater issues from their municipality or organization and to share such opinions with the Coalition membership. Each member may also designate additional representatives to participate in the work of the Coalition in cooperation and coordination with the official representative.
- B. The County will serve as the fiscal agent and host the staff of the Coalition. The Monroe County Department of Environmental Services will provide staffing services to the Coalition. Staffing services shall be provided at a level commensurate with available funding through grants and membership fees. Services shall include but are not limited to: coordination of the Coalition, the Executive Committee and the task groups, development of the Coalition workplan, management of Coalition projects, applying for grant funding, and coordination of awarded grants. Staff shall also manage the implementation of the membership fee and provide annual reporting of cooperative program activities. Either the Coalition or the County may terminate this staffing

services portion of the Agreement upon one hundred-twenty (120) days written notice to the other. Notice to the County shall be sent to the Monroe County Executive, 39 West Main Street, Rochester, NY 14614. Notice to the Coalition shall be sent to the Chair of the Coalition, 444 East Henrietta Road, Building 15, Rochester, NY 14620-4630.

- C. The Coalition recognizes that consistency in staffing services is important to the long term program plan. The Monroe County Department of Environmental Services will notify the Executive Committee of any significant staffing changes that impact the current services provided.

5. Coalition Officer Responsibilities, Voting Processes and Term Limits

- A. The officers of the Coalition shall be the Chair and Vice-Chair. The officers shall be Members and serve two-year terms. The duties and responsibilities of the Chair shall be to provide leadership for the Coalition, preside at meetings and function as the official spokesperson for the Coalition. The Vice-Chair shall assist the Chair and subsequently may assume the Chair position for a two-year term.

- B. A quorum is required to make decisions regarding Coalition business including the election of officers and the expenditure of membership fees. Coalition decisions and recommendations are generally made by consensus of the quorum present.

When the Coalition can not reach consensus, voting will be used for decision-making. Each Member shall have one (1) vote. An officially designated alternate to the official representative may vote in the absence of this representative. In the case of a tie vote, the Chair shall cast the tie-breaking vote. Voting by email is permitted.

- C. The Executive Committee shall be elected by the Coalition and shall consist of a total of seven (7) Members including the Coalition Chair and Vice-Chair. In total, the committee shall consist of at least one (1) Village Member, two (2) Town Members, and four (4) at-large members. Members of the Executive Committee shall serve two-year terms.

- D. The Executive Committee shall meet a minimum of four (4) times per year. The meetings are open to any interested Coalition members to attend. The roles of the Executive Committee are as follows:
- The Executive Committee shall act on behalf of the Coalition between scheduled meetings based on decisions made at Coalition meetings.
  - The Executive Committee shall act on tasks delegated by the Coalition.
  - The Executive Committee shall make recommendations to the Coalition regarding the workplan, projects, use of staff providing service under this Agreement, implementation of a long-term funding mechanism and the membership fee, as well as the use of membership funds.

6. Agreement Limitations

- A. This Agreement may be modified or amended only in writing duly executed by all parties, which shall be attached to and become a part of this Agreement.
- B. Each party shall indemnify and hold harmless the other, its officers, agents and assigns for all liability arising out of its activities under this Agreement.
- C. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided. The Agreement shall be governed by and construed in accordance with the laws of NY State without regard or reference to its conflict of laws and principles.

7. Execution

- A. This Agreement may be executed in any number of counterparts, each of which shall be an original, but which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year as written on the signature pages.

**COUNTY OF MONROE**

By \_\_\_\_\_  
Maggie Brooks  
County Executive

**Municipality**

By Paul Kimball  
Name: Paul M. Kimball  
Title: Clarkson Town Supervisor

\_\_\_\_\_  
Contractor's Federal ID Number or  
Social Security Number

State of New York )  
 ) ss:  
County of Monroe )

On the \_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared MAGGIE BROOKS, 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 signatures on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

State of New York )  
 ) ss:  
County of Monroe )

On the 22 day of June in the year 2010 before me, the undersigned, a Notary Public in and for said State, 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 signatures(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

SHARON S. MATTISON  
Notary Public, State of New York  
Monroe County, #01MA5023329  
My Commission Expires Feb. 7, 2014

EXHIBIT "A"

EXHIBIT "B"

**EXHIBIT "C"**

## Stormwater Coalition of Monroe County

## 2010 Membership Fee Schedule

Type of Coalition Member	Membership Fee
<ul style="list-style-type: none"><li>• Regulated MS4 Towns</li><li>• City of Rochester</li><li>• County of Monroe</li></ul>	\$ 5,000
<ul style="list-style-type: none"><li>• Regulated MS4 Villages</li><li>• SUNY Brockport</li></ul>	\$ 2,500
<ul style="list-style-type: none"><li>• Non-regulated Towns</li></ul>	\$ 2,500
<ul style="list-style-type: none"><li>• Non-regulated Villages</li></ul>	\$ 1,250



DAVID A. PATERSON  
GOVERNOR

STATE OF NEW YORK  
EXECUTIVE DEPARTMENT  
OFFICE OF GENERAL SERVICES  
STATE OF NEW YORK  
THE GOVERNOR, SUITE 401, 120 N. STATE STREET  
ALBANY, NEW YORK 12242

JOHN C. EGAN  
COMMISSIONER

March 1, 2010

**IMPORTANT NOTICE**

Dear Administrator,

Greetings from the Federal Surplus Property Program. Policies within our program mandate our office to recertify each registered Donee every three years. Our last recertification was held in 2007. For those who recently enrolled in our program, we ask that you also complete the attached documents in order for our office to establish a more uniform 3 year certification date.

Please complete, sign, and return the attached documents. It may be necessary for more than one person to complete the forms, but it is imperative that the signatures required on the bottom of the forms be signed by the same authorized official. It is requested that the forms be returned within **30** days.

**Please note:** Any organization that is certified, approved or licensed and require updated approvals such as EMS units, skilled nursing homes, intermediate care facilities, etc. must submit a copy with the attached documents.

Thank you for your continued interest in the Federal Property Assistance program. If you have any questions, or if we can be of further assistance, please call 518-457-3264. Our available property number is 1-800-388-5976 and our website is [www.ogs.state.ny.us](http://www.ogs.state.ny.us).

Forward to: Federal Property Assistance  
Bldg. 18 - Suite 105  
1220 Washington Ave.  
Albany, N.Y. 12226-1855

Sincerely,  
  
Terrance Flynn  
Assistant Director  
Bureau of State and Federal  
Property

\*\*\*\*\*  
Failure to return the enclosed forms in a timely manner will automatically remove your organization from the program.  
\*\*\*\*\*

State of New York  
Office of General Services  
BUREAU OF FEDERAL PROPERTY ASSISTANCE  
Building 18, W. Averill Harriman State Office Building Campus  
Albany, NY 12226

Federal Surplus Property Program  
Application for Eligibility by  
State and Public Agency

Eligibility may be granted to any State Department, Division, Bureau or Agency; any City, Town or County government; or any other governmental entity or public agency established by or pursuant to State Law; and to any Indian Tribe located on a State Reservation: EXCEPT THAT eligibility may not be granted to individual subordinate programs or divisions of a governmental entity where the parent entity has established eligibility.

FOR STATE USE ONLY		
Code Type Donee	County of Location	Donee ID Number
20	26	6570
Application Approved by		
Date Approved		

**Instructions:** ANSWER ALL QUESTIONS AND PROVIDE ALL REQUIRED DOCUMENTARY EVIDENCE OR INFORMATION IN SUPPORT OF APPLICATION. APPLICATION MUST BE SIGNED BY HEAD ELECTED OR APPOINTED OFFICIAL OF APPLICANT ORGANIZATION, OR THE LEGALLY DESIGNATED UNIT HEAD.

- Legal Name: TOWN OF CLARKSON  
Address of applicant public agency: Street: 3770 LAKE RD Po Box 858  
City, County, Zip: CLARKSON NY 14430  
Telephone: 585 637 1132 Fax: 585 637 1142  
Email: HIGHWAY @ CLARKSONNY.ORG
- Select Type of Public Agency:  
State: Department  Division  Bureau  Agency   
Local Government: County  City  Town  Agency   
Other: (specify) \_\_\_\_\_
- How was applicant organization established? Pursuant to:  
Local Ordinance or Charter:  State Law:   
Other: (specify) \_\_\_\_\_
- a. Indicate resident population of area of applicant's jurisdiction: 6000  
AND/OR  
b. Number of persons (patients, clients, patrons, inmates etc. ) served daily through applicant program(s): \_\_\_\_\_
- Total budgeted expenditures of applicant organization for last full fiscal year:  
2,200,000  
(Designate fiscal year and amount)
- Indicate sources and amounts of all operating funds last full fiscal year.  
A. Local Tax Funds: \$ 797,819.00  
State Aid: \$ 1,398,355.00

Federal Aid: NA.  
B. Other: \_\_\_\_\_  
(Describe and provide amounts)

7. Indicate total budget for current fiscal year: 2,808,200.00

8. A. Indicate any program area(s) of applicants organization requiring State charter, licensing, approval or accreditation: (Specify program area and authority)  
\_\_\_\_\_  
\_\_\_\_\_

B. Submit documentary evidence of any of above, in form of photostat copy attached to this application.

9. If other than a State Department, State College, public school district; or county, city or town government: applicant must submit as an attachment to this application, a full description of the size and scope of applicant's program(s), number of persons, pupils, patients, inmates or clients served, sources and amount of operating funds, annual budget, program objectives and any other information to support this application.

10. All applicants must include as supplements to this application, a listing or statement as to general property items or special items needed by the applicants programs.

I CERTIFY THAT THE INFORMATION STATED HEREIN, AND THE SUPPORTING INFORMATION ATTACHED HERETO, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Paul Kimball  
(Signature of the Head Administrative Official)  
PAUL KIMBALL SUPERVISOR 6/22/10  
(Typed Name and Title) (Date)

Submit with NON-DISCRIMINATION ASSURANCE STATEMENT

State of New York  
Office of General Services  
BUREAU OF FEDERAL PROPERTY ASSISTANCE  
Building 18, W. Averill Harriman State Office Building Campus  
Albany, NY 12226

Federal Surplus Property Program  
Participation Agreement  
and  
Designation of Authorized Representatives  
See Also: Certifications and Agreements

Instructions: This form must be completed by the Head Administrative or Head Financial Official. A representative from program and operation units may also be designated as authorized representatives.  
Please remember to photocopy for your records prior to mailing.

FOR STATE USE ONLY		
Code Type Donee	County of Location	Donee ID Number
Application Approved by		
Date Approved		

Donee Name: TOWN OF CLARKSON  
 Donee Address: 3710 LAKE RD CLARKSON NY 14420  
 Telephone: 585 687 1132 Fax: 585 687 1142  
 Email: HIGHWAY@CLARKSONNY.ORG County: MONROE

This certifies that the personnel listed below are hereby designated as accredited representatives of this organization duly authorized and empowered to select acquire and receipt for Federal surplus property; to obligate this organization for the payment of all service charges assessed by the state for the provision of such property, and to execute related documents certifying compliance by this organization with the terms, conditions, reservations and restrictions which will apply to the receipt and use of Federal surplus property by this organization.

Name	Title	Signature
DAVID J. GOODWIN	HWY. SGT.	<i>David J. Goodwin</i>
ROBERT VISCARDI	FORMAN	<i>Robert Viscardi</i>
MIKE WHALEN	MECHANIC	<i>Mike Whalen</i>

I, and the above designated representatives whose signatures are affixed hereto have reviewed, and further certify that this organization will observe and comply with all Terms, Conditions, Reservations and Restrictions applying to the acquisition and use of property as outlined in the certifications and agreements document.

*Paul Kimball*  
 Signature  
PAUL KIMBALL SUPERVISOR 6-22-10  
 Typed Name and Title of Head Administrative Official Date

State of New York  
Office of General Services  
**BUREAU OF FEDERAL PROPERTY ASSISTANCE**  
Building 18, W. Averill Harriman State Office Building Campus  
Albany, NY 12226

Federal Surplus Property Program  
**Certifications and Agreements**

**Instructions:** Review the items below sign this document and submit it with a completed Participation Agreement and Designation of Authorized Representatives document as part of your application package.

**A. The donee certifies that:**

1. It is a public agency; or a nonprofit educational or public health institution or organization, exempt from taxation under section 501 of the Internal Revenue Code of 1954; within the meaning of section 203(i) of the Federal Property and Administrative Service Act of 1949, as amended, and the regulations of the Administrator of General Services.
2. If a public agency, their property is needed and will be used by the recipient for carrying out or promoting the residents of a given political area one or more public purposes, or, if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public purposes, and including research for such purpose. The property is not being acquired for any other use of purpose, or for sale or other distribution; or for permanent use outside the State, except with prior approval of the State agency.
3. Funds are available to pay all costs and charges incident to donation, and these charges will be paid promptly.
4. This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Acts of 1964, Title VI Section 606 of the Federal Property and Administrative Services Act of 1949, as amended, and section 504 of the Rehabilitation Act of 1973, as amended, and Section 303 of the Age Discrimination Act of 1975.

**B. The donee agrees to the following Federal conditions:**

1. All items of property shall be placed in use for the purpose for which acquired within one year of receipt and shall be continued in use for such purposes for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the donee shall be immediately notify the State agency, and at the donee's expense, return such property to the State agency, or otherwise make the report available for transfer or other disposal by the State agency, provided the property is still usable as determined by the State agency.
2. Such special handling or use limitations as are imposed by General Service Administration(GSA) on any items(s) of property listed hereon.
3. In the event the property is not so used or handled as required by B.1 or B.2 above, title and right to possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

**C. The donee agrees to the following conditions imposed by the State Agency, applicable to items with a unit acquisition cost of \$5,000 or more and passenger motor vehicles, regardless of acquisition cost, except vessels 50 feet or more in length and aircraft:**

1. The property shall be used only for the purpose(s) for which acquired and for no other purposes(s).
2. There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use.
3. In the event the property is not so used as required by C.1 and C.2 above and Federal restrictions in B.1 and B.2. have expired, then title and right to the possession of such property shall at the option of the State agency revert to the State of New York and the donee shall release such property to such persons as the State agency shall direct.

**D. The donee agrees to the following terms, reservations and restrictions:**

1. From the date it receives the property listed herein and through the period(s) of time the conditions imposed by B and C above remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber or otherwise dispose of such property, or remove it permanently, for use outside the State, without the prior approval of GSA under B or the State agency under C. The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when such action is authorized by GSA or the State agency shall be remitted promptly by the donee to GSA or the State agency, as the case may be.
2. In the event any of the property listed herein is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by B and C remain in effect, without the prior approval of GSA or the State agency shall pay to GSA or the State agency, as the case may be, the proceeds of the disposal or the fair market value of the property at the time of such disposal, as determined by GSA or the State agency.
3. If at any time, from the date it receives the property through the period(s) of time the conditions imposed by B and C remain in effect, any of the property listed herein is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the State agency, and shall, as directed by the State agency, return the property to the State agency, release the property to another donee or another State Agency, a department or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the State agency.
4. The donee shall make reports to the State agency on the use, condition, and location of the property listed herein, and on other pertinent matters as may be required from time to time by the State agency.
5. At the option of the State agency, the donee may abrogate the conditions set forth in C and the terms, reservations and restrictions pertinent thereto in D by payment of an amount as determined by the State agency.

**E. The donee agrees to the following conditions, applicable to all items of property listed hereon:**

1. The property acquired by the donee is on an "as is", "where is" basis, without warranty of any kind.
2. Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations or restrictions, occurs, the state agency will be entitled to reimbursement from the donee out of the insurance proceeds, of an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated items.

**F. Terms and conditions applicable to the donation of aircraft and vessels (50 feet or more in length) having an acquisition cost of \$5,000 or more, regardless of the purpose for which acquired:**

The donation shall be subject to the special terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document executed by the authorized donee representative.

**G. The organization receiving Federal Surplus Property shall indemnify and hold harmless New York State and the United States Federal Government, their employees and agents against any and all loss, damage, claim or liability whatsoever; due to personal injury or death or damage during the acquisition or subsequent use of Federal Surplus Property.**

**H. All property acquired through the Federal Surplus Property Program is considered federal financial grant-in-aid and may require compliance under the single audit act of 1984 and the provisions of OMB circulars A-128 and A-133.**

ORGANIZATION NAME: TOWN OF CLARKSON  
 NAME: PAUL KIMBALL  
 TITLE OF AUTHORIZED OFFICIAL: SUPERVISOR  
 SIGNATURE: Paul Kimball DATE: 6/22/10

*This form should be submitted with any application for eligibility.*



State of New York  
Office of General Services  
BUREAU OF FEDERAL PROPERTY ASSISTANCE

NON-DISCRIMINATION ASSURANCE STATEMENT

Assurance of compliance with GSA regulations under Title VI of the civil Rights Act of 1964, as amended; Section 606 of Title VI of the Federal Property and Administrative Service Act of 1949, as amended; Section 504 of the Rehabilitation Act of 1963, as amended; and Section 303 of the Age Discrimination Act of 1975, as amended.

DONEE

agrees that the program for or in connection with, which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulations of the General Services

Administration (41 CFR 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 606 of Title VI of the Federal Property and administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 303 of the Age Discrimination Act of 1975, as amended, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity for which the donee received Federal assistance from the General Services Administration; and Hereby Gives Assurance That it will immediately take any measure necessary to effectuate this agreement.

The donee further agrees that this agreement shall be subject in all respects to the provisions of said regulations; that this agreement shall obligate the donee for the period during which it retains ownership or possession of any such property; that the United States shall have the right to seek judicial enforcement of this agreement; and, this agreement shall be binding upon any successor in interest of the donee, the word "donee" as used herein includes any such successor in interest.

The accuracy of the data and the continued compliance with all requirements for acquisition and use of Federal Surplus Property as stated on (1) Certifications and Agreements (CS402) and (2) Non-discrimination Assurance Statement, as well as a desire to continue eligibility in the Federal Surplus Property is hereby acknowledged.

ORGANIZATION  
NAME: Town of CLARKSON  
NAME: PAUL KIMBALL  
TITLE OF AUTHORIZED OFFICIAL: \_\_\_\_\_  
SIGNATURE: Paul Kimball DATE: 6/22/10

*This form should be submitted with any application for eligibility.*