

TOWN OF CLARKSON
TOWN BOARD MEETING
October 28, 2014

The Town Board of the Town of Clarkson held their regular meeting on Tuesday, October 28, 2014 at the Clarkson Town Hall, 3710 Lake Road, Clarkson, NY at 6:00 PM.

PRESENT:

Paul Kimball	Supervisor
Allan Hoy	Councilperson
Christa Filipowicz	Councilperson
** Patrick Didas	Councilperson
Jackie Smith	Councilperson
Sharon Mattison	Town Clerk
Robert Viscardi	Highway Supt.
Richard Olson	Attorney for the Town

ALSO:

Kristin Coon	Ass't to Supervisor
Christopher Lyon	Assessor
Chad Fabry	Building Insp/Code Enf.

**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

No one spoke.

PUBLIC HEARING; 2015 PRELIMINARY BUDGET

Supervisor Kimball called the public hearing to order at 6:05 PM.

He then presented a recap of the 2015 preliminary budget as follows:

- Budget includes 2% wage increase for employees
- Support for Sweden-Clarkson Community Center and Seymour Library had to be limited to 1%.
- NYS Retirement is budgeted at 2014 levels due to slightly lower rates and the retirement of a long-term employee
- Health insurance rates increased by 12.6%
- Prepayment of worker's compensation policy in 2014 has given the Town some relief in the 2015 budget
- Lighting district charges will rise in 2015 due to increased rates
- Highway equipment account was drastically reduced due to leasing opportunities

The preliminary tax cap calculation allows the Town to raise \$1,280,262 in property taxes. In 2014, the Town raised \$1,239,375 in real property taxes. The preliminary budget calls for \$1,270,253 in real property taxes, a \$30,878 increase. The Tentative budget was \$99,076 over the tax cap. The Preliminary budget is \$10,009 under the tax cap.

The proposed total 2015 tax rate for the Town is \$.0372 versus \$.0373 in 2014.

The following persons spoke regarding the 2015 preliminary budget:

John Lemke of 93 Gallup Road asked to be provided with information regarding unappropriated fund balances and further inquired about the sustainability of drawing from the fund balances. K. Coon will provide J. Lemke the information he requested.

All persons desiring to be heard, having been heard, the hearing was terminated at 6:08 PM.

10.28.14**MOTION TO ACCEPT BID; RIDGEWOOD LODGE SMOKE DETECTOR INSTALLATION**

The following bids were received for the installation of smoke/carbon monoxide detectors and support equipment at Ridgewood Lodge:

N.J. Electric, Inc. \$1,873

A Neu Design Interiors Inc. \$4,540

Rath Electric, Inc. \$7,149

Motion by Councilperson Smith

Seconded by Councilperson Filipowicz

To accept low bid from N.J. Electric, Inc. at a total cost of \$1,873.

Unanimously carried

MOTION TO ACCEPT RESIGNATION OF ASSESSOR, CHRISTOPHER LYON

Motion by Councilperson Hoy

Seconded by Councilperson Smith

To accept, with regret, the resignation of Christopher Lyon effective November 12, 2014.

Unanimously carried

DISCUSS PROPOSED STREET LIGHT; REDMAN ROAD ENTRANCE TO TRANSFER STATION

A general discussion was held regarding the installation of a street light at the Redman Road entrance to the transfer station. Information will need to be obtained from Niagara Mohawk before the matter can move further at the next meeting.

DISCUSS HANDBOOK MODIFICATION

After a general discussion was held it was determined that further review would be necessary before modifications could be made. Attorney Olson stated that a 60 day notice needs to be given therefore the handbook modifications need to be approved before the end of the week. The Board agreed to hold a workshop at the end of the meeting.

MOTION AUTHORIZING SUPERVISOR TO SIGN AUTUMN WOODS ACCESS AGREEMENT

Motion by Councilperson Filipowicz

Seconded by Councilperson Smith

To authorize the Supervisor to sign the Autumn Woods access agreement.

Unanimously carried

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

MOTION AUTHORIZING SUPERVISOR TO SIGN BROKER OF RECORD LETTER

Motion by Councilperson Hoy

Seconded by Councilperson Filipowicz

To authorize the Supervisor to sign the Broker of Record letter to Excellus BCBS.

Unanimously carried

Discussion: The letter is to notify Excellus BCBS that Clarkson has appointed Daniel Botsford with Beltz Lanni & Assoc., LLC, as our sole insurance representative, with respect to coverage provided to Clarkson by Excellus BCBS effective October 28, 2014. The letter replaces Bond Financial Network, Inc. as our broker.

MOTION AUTHORIZING SUPERVISOR TO SIGN INTERMUNICIPAL AGREEMENT NAMING HAMLIN LEAD TOWN; STREET SWEEPER

Motion by Councilperson Smith

Seconded by Councilperson Hoy

To sign intermunicipal agreement naming Town of Hamlin as lead town responsible for maintenance of 2009 GMC truck w/Johnston VT650 sweeper as stated in agreement.

The term of the agreement is for five years from January 1, 2015 thru December 31, 2019.

Unanimously carried

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

10.28.14**PROPOSED EAST AVE. SEWER EXTENSION**

Attorney Olson stated that we are waiting for a map of the proposed sewer extension from Chatfield Engineers before we can move forward.

SUPERVISOR REPORTS

Sup. Kimball stated that preliminary assessor interviews were held Monday evening. Three finalists were selected for a second interview which will be held tomorrow evening.

TOWN CLERK REPORTS

S. Mattison reminded the Board of the vacancy on the Board of Assessment Review.

BUILDING INSPECTOR REPORTS

C. Fabry stated that there are a couple new builds on Wedgewood and informed the Board of a possible building code issue regarding a new build on Sweden Walker Road.

ASSESSOR REPORTS

C. Lyon reported that this is his last meeting. He commented that he has enjoyed working for the Town.

HIGHWAY SUPT. REPORTS

Supt. Viscardi stated that his dept. is busy with brush pickup. Junk days are concluded with a total of 145 visitors, up 50 from last year. Trucks are being prepared for winter.

MINUTES

Motion by Councilperson Filipowicz
 Seconded by Councilperson Smith
 To approve October 14, 2014 minutes.
 Unanimously carried

AUDIT—10-2-2014

Motion by Councilperson Hoy
 Seconded by Councilperson Smith
 To authorize payment of audit 10-2-2014 to include the following:
 Vouchers 20140879-20140930; Total \$35,835.86; Gen. \$7,699.15; Hwy. \$28,050.62;
 SS \$86.09
 For distribution checks from 26689 - 26736
 Unanimously carried

EXECUTIVE SESSION

Motion by Councilperson Smith
 Seconded by Councilperson Filipowicz
 To enter executive session at 6:25 P.M. to discuss a personnel matter.
 Unanimously carried

RETURN TO REGULAR SESSION

Motion by Councilperson Filipowicz
 Seconded by Councilperson Hoy
 To return to regular session at 6:44 P.M.
 Unanimously carried

10.28.14

RESOLUTION CHANGING TOWN OF CLARKSON EMPLOYEE HANDBOOK TO REFLECT A MODIFICATION IN THE COST ALLOCATION OF EMPLOYEE MEDICAL INSURANCE PREMIUMS AND EMPLOYEE/RETIREE HSA'S

Introduced by: Councilperson Hoy

Seconded by: Councilperson Filipowicz

WHEREAS, the Employee Handbook currently indicates prior policies relating to health insurance premium and HSA contributions made by the Town for active and retired employees; and

WHEREAS, in order to modify the above written policies a Town Board resolution is required;

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. That the Town Board of the Town of Clarkson sets the Town's annual funding of eligible retiree's HSA accounts at \$1,000 in 2015, \$500 in 2016 and \$0 in 2017,

SECTION 2. That the Town Board of the Town of Clarkson sets the Town's funding of eligible full-time active employee's HSA accounts at \$1,300 per employee per year,

SECTION 3. That the Town Board of the Town of Clarkson sets the Town's funding of eligible full-time active employee's health insurance premiums at the Single policy level for those employees hired after October 28, 2014. If a different policy level is desired, the employee must pay the difference between the Single level premium and the desired policy level premium through payroll deduction,

SECTION 4. That the Town Board of the Town of Clarkson sets the Town's funding of eligible full-time active employee's health insurance premiums at the Single policy level for those employees hired prior to October 28, 2014. The Town's premium contribution for those employees who were hired prior to October 28, 2014 and who are enrolled in Employee/Spouse, Employee/Children or Family policies shall be frozen at the following levels:

Employee/Spouse: \$ 653.34/month

Employee/Children: \$ 555.34/month

Family: \$931.03/month

The Town's contribution shall be frozen at these levels until such time as the Single policy premium cost equals or exceeds the cost of the Employee/Spouse, Employee/Children or Family policies. At that time, the Town's contribution shall be equal to the cost of a Single policy premium. The employee is responsible for paying the difference between the current year policy premium and the Town's contribution through a payroll deduction.

VOTE OF THE BOARD

AYES: Supervisor Kimball, councilpersons Hoy, Filipowicz and Smith

NAYS: None

ABSENT: Councilperson Didas

MOTION TO ADJOURN

Motion to adjourn at 7:16 P.M. by Councilperson Hoy

Seconded by Councilperson Smith

Unanimously carried

Respectfully submitted,

Sharon S. Mattison

Town Clerk

Approved 11-12-2014

AGREEMENT

THIS AGREEMENT is made this ____ day of October, 2014 by and between the **TOWN OF CLARKSON**, a municipal corporation with offices located at 3710 Lake Road, PO Box 858, Clarkson, County of Monroe, New York 14430 (hereinafter referred to as the "Town") , **AUTUMN WOODS MINI STORAGE, LLC**, with a business address of 62 LaGrange Avenue, Rochester, New York 14613, (hereinafter referred to as "**AUTUMN WOODS MINI**". and **OUTLOOK DEVELOPMENT, LLC**, with a business address of 62 LaGrange Avenue, Rochester, New York 14613, (hereinafter referred to as "Outlook".

WITNESSETH:

WHEREAS, Outlook is the owner of Section 3 and Section 4 of the Autumn Woods Subdivision located north of West Avenue in the Town of Clarkson; and

WHEREAS, Autumn Woods Mini is the owner of Lot AR-11C of the Sunset Center Subdivision being tax account 068.02-1-44.1 in accordance with a deed filed in the Monroe County Clerk's Office in Liber 11393, Page 654.

WHEREAS, as a condition of approval of Sections 3 and 4, the Planning Board required Outlook to provide a maintenance agreement for a 20 foot wide paved emergency access drive as shown on C-2 a map of Sections 3 and 4 of the Autumn Woods Subdivision dated July 1, 2014 prepared by Schultz Associates, Engineers and Land Surveyors, P.C.; and

WHEREAS, the purpose of this requirement is to guarantee that emergency ingress and egress for the Autumn Woods Subdivision will always be available through what is shown on the Site Plan as "Existing Private Drive".

NOW, THEREFORE, the Town and Outlook agree as follows:

1. Outlook shall be required to construct and maintain the proposed 20 foot wide paved emergency access drive as shown on sheet C-2 of the approved site plan attached hereto and labeled Exhibit A. At all times, Outlook shall keep the roadway in such a condition that it is easily accessible to emergency vehicles and suitable for use for ingress and egress for the residents and guests of Autumn Woods in the event that other exits and entrances shall be blocked. The emergency access roadway shall be constructed and maintained as shown on sheet C-9 of the site plan a copy of which is attached hereto as Exhibit B. Said road be kept free and clear of debris including snow and ice at the expense of Outlook.

2. Autumn Woods Mini represents and warrants that by virtue of its ownership of tax parcel #068.02-1-44.1 pursuant to a deed recorded in the Monroe County Clerk's Office in Liber 11393 of deeds, page 654 that it has

access to the private drive adjacent to and south of the Autumn Woods property to which this agreement refers. This parcel owned by Autumn Woods Mini has the benefits and burdens of a Declaration of Easement recorded in the Monroe County Clerk's Office in Liber 8425 of deeds, page 232. Autumn Woods Mini, and its successors and assigns assign and grant to the Town the right to use the private drive for emergency access to facilitate the purpose of this agreement. Outlook and Autumn Woods shall be responsible for insuring that the private drive is kept open and accessible at all times, even if other properties with the benefits and burdens set forth in the Declaration of Easement do not.

3. In the event that the roadway is not maintained as set forth above, the Town may, at its sole discretion, perform the necessary work to provide for access and Outlook shall be responsible for payment to the Town within 20 days of the mailing of an invoice to Outlook at the address appearing on the property tax bills. Failure of Outlook to make such payment will result in the charge being added to Outlook's next property tax bill together with interest at 9% per annum. This paragraph shall also apply to any necessary labor and material expenses incurred by the Town in keeping the private road open.

4. Outlook and Autumn Woods Mini, hereby release the Town from any and all damage to the property of Outlook and/or Autumn Woods Mini should the Town be required to provide maintenance as aforesaid including any decrease in the value of such lands resulting from the maintenance except for damages caused by gross negligence of the Town in the performance of the required maintenance.

5. This Agreement shall run with the land and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

TOWN OF CLARKSON

By: _____

Paul M. Kimball, Supervisor

OUTLOOK DEVELOPMENT, LLC

By: _____

Carl Grasta, Managing Member

AUTUMN WOODS MINI STORAGE, LLC

By: _____

Carl Grasta, Managing Member**STATE OF NEW YORK)
COUNTY OF MONROE) ^{ss:}**

On the ____ day of October, 2014, 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 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 MONROE) ^{ss:}**

On the ____ day of October, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared, **CARL GRASTA**, 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 capacities, 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

INTERMUNICIPAL AGREEMENT between Clarkson – Hamlin – Parma - Sweden

This Agreement, made the ____ day of _____, 2014, between the participating towns, is for the purpose of establishing the operational protocol for the 2009 GMC Truck w/ Johnston VT650 Sweeper, VIN #1GDM7F1B39F409051.

GENERAL:

In 2008, the four participating towns, Clarkson, Hamlin, Parma and Sweden, were awarded a grant to purchase a Street Sweeper through the Shared Municipal Services Incentive Grant Program 2007-2008, Contract No. C-078809. An Intermunicipal Agreement was entered into at that time, dated September 16, 2008, and naming the Town of Clarkson, as lead town.

LENGTH OF NEW TERM: Five (5) years from January 1, 2015 - December 31, 2019.

NEW LEAD TOWN: Town of Hamlin

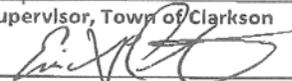
TERMINATION: If any town elects to terminate their participation in this Agreement, no refund of funds contributed to date shall be made to the town electing to terminate. Additionally, any town that elects to terminate will still be responsible for their portion of the operational expenses for the year in which they elect to terminate. Such charge shall be determined using the terms listed in the Operational section of this Agreement.

OPERATIONAL:

1. Each named town shall provide insurance coverage for the use of the vehicle for when it has possession. The level of insurance shall be the same as for any other on-road vehicles in town's fleet.
2. Each named town shall designate a maximum of two trained operators and a mechanic, to be the primary operators for the vehicle. Additional operators may be trained by existing operators, or by any instructional material provided by the manufacturer, as deemed necessary by the Highway Superintendent.
3. The lead town shall:
 - a. continue to keep the Log Book in the vehicle for the purpose of documenting the exact hours used by each town. The information will be transferred to an accounting system upon each return to the lead town for storage and/or maintenance. The log book shall also detail any maintenance or repair work done, and by which town.

- b. be responsible for stocking consumable parts, i.e. brooms, belts, filters, etc.; and for the purchase of all repair parts as needed for the maintenance of the vehicle.
- 4. The lead town shall bill the partner towns annually for their share of the maintenance for the year. The share for each town will be determined by the percentage of total hours that the town utilized the vehicle during the year. This billing will be done annually in December of each year.
- 5. Each town shall be responsible for doing routine maintenance on the vehicle, as required by the manufacturer's recommendations, while the vehicle is in each town's possession. This includes the replacement of worn brooms and other related parts, from the normal course of operation. Additionally, the town using the vehicle is responsible for returning it to the lead town in a ready-to-operate condition. This includes both a full tank of fuel and useable brooms.
- 6. In the event of any major repairs being needed, the Highway Superintendents of the named towns shall meet to determine the best course of action; and in that event, the mechanic's time required, will be tracked and billed back to the other towns as part of the annual usage bill each December. Parts purchased shall be coordinated through the lead town's mechanic for this type of repair.
- 7. In the event that any of the four towns, contracts to do work for another municipality, the hours will be logged against the town doing the work. Additionally, the town must provide a certified operator to run the vehicle.
- 8. This Agreement may be changed or amended at any time upon agreement of the four Highway Superintendents for the towns, and with agreement from each Town Board.

APPROVED BY:

	<u>10-28-14</u>
Supervisor, Town of Clarkson	Date
	<u>22 OCT 14</u>
Supervisor, Town of Hamlin	Date
_____	_____
Supervisor, Town of Parma	Date
_____	_____
Supervisor, Town of Sweden	Date