

TOWN OF CLARKSON
TOWN BOARD MEETING
November 10, 2015

The Town Board of the Town of Clarkson held their regular meeting on Tuesday, November 10, 2015 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 |
| Chad Fabry | Building Insp/Code Enf. |
| Michael Farrell | Highway Foreman |
| **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; 2016 PRELIMINARY BUDGET

Supervisor Kimball opened the public hearing. Copies of the budget had been available at the Town Hall and on-line. The levy is within the tax cap allowed by New York State. No raises are being given to any of the employees included elected officials.

No one asked to speak.

Supervisor Kimball closed the public hearing.

MOTION AUTHORIZING SUPERVISOR TO SIGN MONROE AMBULANCE LEASE AGREEMENT

Motion by Councilperson Hoy

Seconded by Councilperson Filipowicz

To authorize the Supervisor to sign the lease agreement with Monroe Ambulance.

Unanimously carried

***see attached agreement**

BROOK FIELD AT CLARKSON

Betsy Brugg spoke on behalf of the developer. Al Spaziano and Mike Munselto were also present. She presented the current plan and reviewed the various stages of the proposed development. Councilperson Filipowicz questioned the plan revisions. Chad Fabry explained some of the revisions, which include rotating the two-story apartment buildings so that residents will not have to back into the street to leave apartments. This also created a situation where none of the balconies would be facing the street; they would face each other. Another major change is with the two-family homes on Sweden Walker Road. On the previous plans, duplexes were in a straight line and now show staggered setbacks. The road has now been straightened and houses are staggered 3 or 4 feet in setback. The final iteration significantly reduces impervious surfaces and brings the community center up onto Sweden Walker Road.

11.10.15

Chad went on to explain that there are three phases of construction. He feels the first phase of construction should include the community center and two of the commercial buildings. These are probably the least desirable things to build, but that way we can assure that they are built.

Ms. Brugg confirmed that Phase I will indeed include the frontage buildings. She then elaborated on the different phases, utilizing the renderings. Ms. Brugg summarized the process to date and reiterated that site plan review will be an ongoing process. She added that comments have been favorable with the Planning Board, Zoning Board of Appeals and the Conservation Board.

Supervisor Kimball commented that Board members were concerned that sidewalks and lighting along Sweden Walker Road have been removed from the plans. Mr. Munselto explained the new design displays an internal network of sidewalks. These sidewalks would be 5% or less in slope, making them ADA compliant. After a short discussion, Mr. Spaziano stated that he would put sidewalks on Sweden Walker Road, on his property, in order to help create the visual appearance of the preferred hamlet style.

Wayne Ward of Sweden Walker Road stated that he does not have a problem with the project, just with the traffic flow in this area. Supervisor Kimball stated that we have asked the State to put a left turn signal on the corner of Ridge Road and Sweden Walker Road as well as to increase the speed limit on alternate roads, i.e. Lake Road. He added that Clarkson is classified as a second class town and as such we are not able to set our own speed limits.

Discussion continued regarding the revised plans including design improvements, green space, contour of land and proposed drainage. The developer has had several meetings with the Planning Board on design and is working hard to create a hamlet style for this project.

Attorney Olson requested that Board members review the environmental assessment form prior to the upcoming workshop.

MOTION TO CALL FOR A WORKSHOP REGARDING PROPOSED PROJECT; BROOK FIELD AT CLARKSON

Motion by Councilperson Hoy

Seconded by Councilperson Smith

To hold a workshop at the Clarkson Town Hall to discuss the proposed project on Thursday, November 19, 2015 at 6:00 PM.

Unanimously carried

MOTION TO ADOPT 2016 BUDGET

Motion by Councilperson Hoy

Seconded by Councilperson Didas

To adopt the 2016 budget.

Unanimously carried

MOTION AUTHORIZING SUPERVISOR TO SIGN THE EMPLOYEE ASSISTANCE PROGRAM CONTRACT

Motion by Councilperson Filipowicz

Seconded by Didas

To authorize the Supervisor to sign the Employee Assistance Program Contract. There has been no change in the cost.

Unanimously carried

11.10.15**MOTION ACKNOWLEDGING RECEIPT OF SUPERVISOR'S FINANCIAL REPORT**

Motion by Councilperson Didas
 Seconded by Councilperson Hoy
 Acknowledging receipt of Supervisor's Financial Report.
 Unanimously carried

SUPERVISOR REPORTS

Supervisor Kimball reported that he had a call from Martin Farms regarding drainage coming from Autumn Woods. JP Schepp reviewed the property and reported that the problem is not related to the Autumn Woods development. There is a drainage creek that is probably clogged and needs to be cleaned out. Martin Farms will address this issue. C. Fabry added that Autumn Woods had been billed for engineering fees associated with this drainage issue. Those charges will be removed.

TOWN CLERK REPORTS

S. Mattison had nothing to report.

BUILDING INSPECTOR REPORTS

C. Fabry had nothing to report

HIGHWAY SUPT. REPORTS

Mike Farrell, Highway Foreman, reported that they are still working on the Gilmore Road sewer pump station, continuing brush pick-up and readying equipment for the winter. Councilperson Hoy inquired about a light pole near the park and ride that had fallen. This three-light unit has now been disconnected and capped off. M. Farrell will discuss this issue with B. Viscardi and report back to the Board on the most cost effective way to replace this light.

MINUTES

Motion by Councilperson Smith
 Seconded by Councilperson Didas
 To approve October 27, 2015 minutes.
 Unanimously carried

AUDIT—11-01-2015

Motion by Councilperson Hoy
 Seconded by Councilperson Smith
 To authorize payment of audit 11-01-2015 to include the following:
 Vouchers 20150909-20150975; Total \$40,512.84; Gen. \$16,559.71; Hwy. \$9,738.94;
 SL \$3,581.43; SS/SW \$10,632.76
 For distribution checks from 30675 - 30739
 Unanimously carried

EXECUTIVE SESSION

Motion by Councilperson Smith
 Seconded by Councilperson Hoy
 To enter executive session at 7:06 P.M. to discuss a personnel matter.
 Unanimously carried

RETURN TO REGULAR SESSION

Motion by Councilperson Hoy
 Seconded by Councilperson Didas
 To return to regular session at 7:20 P.M.
 Unanimously carried

11.10.15

MOTION AUTHORIZING NEW EMPLOYEE HIRE; ASSESSOR POSITION

Motion by Councilperson Hoy

Seconded by Councilperson Smith

To offer the Sole Appointed Assessor position at an annual salary of \$48,000.00.

VOTE OF THE BOARD

AYES: Supervisor Kimball, Councilpersons Hoy, Didas and Smith

NAYS: None

ABSTAIN: Councilperson Filipowicz

MOTION TO ADJOURN

Motion to adjourn at 7:25 P.M. by Councilperson Hoy

Seconded by Councilperson Smith

Unanimously carried

Respectfully submitted,

Sharon S. Mattison

Town Clerk

Approved 11-24-2015

AGREEMENT BETWEEN TOWN OF CLARKSON AND MONROE AMBULANCE

LEASE OF OFFICE SPACE

THIS AGREEMENT made this 10th day of Nov., 2015, between the TOWN OF CLARKSON, a Municipal Corporation of the State of New York with offices at 3710 Lake Road, Clarkson, New York, hereinafter referred to as "Town" and MONROE MEDI-TRANS, INC. d/b/a MONROE AMBULANCE, having its principal place of business at 1669 Lyell Avenue, Rochester, New York, 14606 hereinafter referred to as "Monroe Ambulance."

WHEREAS, the Town is the owner of the property know as the CLARKSON JUSTICE COURT, 3655 LAKE ROAD, CLARKSON, and

WHEREAS, the Town has agreed to lease certain areas thereof to Monroe Ambulance.

NOW, THEREFORE, it is mutually agreed by said parties as follows:

FIRST: Monroe Ambulance shall have primary use of the basement room so designated as the Monroe Ambulance Office and in addition shall have the right to use jointly with the Town of Clarkson adjacent public spaces (halls and lavatories) for and during the term of thirteen (13) months commencing on December 1, 2015 and terminating on December 31, 2016.

SECOND: Monroe Ambulance agrees to pay and the Town agrees to accept as rental for said quarters \$150 per month. Payment is due on the first of each month, or if Monroe Ambulance so desires, the entire 13-month (\$1,950) lease may be paid December 1, 2015.

THIRD: Areas occupied and used on a shared basis shall be done so in accordance with rules as established by the Town Board.

FOURTH: Monroe Ambulance shall not permit anyone other than Monroe Ambulance employees to enter the Clarkson Justice Court through the designated Monroe Ambulance entryway. Doors at the Clarkson Justice Court shall not be propped open at any time.

FIFTH: The Town will remove snow and ice from the driveway and parking area servicing Monroe Ambulance.

SIXTH: The Town will advise Monroe Ambulance of any proposed increase of rent for the following contract year on or before August 20 of the current contract.

SEVENTH: Monroe Ambulance shall provide and keep current a Certificate of Liability Insurance naming the Town of Clarkson as additionally insured. Minimum coverage required is \$1,000,000 per occurrence; \$3,000,000 aggregate. Monroe Ambulance shall also provide proof of current Workers Compensation insurance.

EIGHTH: The terms and provision of this lease may be modified in writing only by mutual consent of both Monroe Ambulance and the Town.

IN WITNESS WHEREOF, the Town of Clarkson has caused this lease to be executed by the Supervisor thereof and Monroe Ambulance has caused said lease to be executed by the President of said corporation.

Dated: 11/10/15

TOWN OF CLARKSON
by: Paul M. Kimball
Paul M. Kimball, Supervisor

Dated: November 05, 2015

MONROE AMBULANCE
by: Thomas C. Coyle
Thomas Coyle, Vice President



EAP WORKFORCE SOLUTIONS



2016 SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into as of the 1st day of January 2016, by and between EAP Workforce Solutions, LLC and Town of Clarkson ("Client").

WITNESSETH:

WHEREAS, EAP Workforce Solutions, LLC is in the business of providing certain employee assistance program services; and

WHEREAS, Client desires to engage EAP Workforce Solutions, LLC, and EAP Workforce Solutions, LLC desires to accept such engagement, to provide certain employee assistance program services with respect to Client's employees, on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, and in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Services.** During the term of this Agreement, EAP Workforce Solutions, LLC shall provide the employee assistance program services as described on Schedule I hereto with respect to Client employees as designated by Client (the "Services").
2. **Compensation.** In consideration of EAP Workforce Solutions, LLC's provision of the Services pursuant to Section 1, Client shall pay EAP Workforce Solutions, LLC in accordance with the fee schedule set forth on Schedule I hereto. EAP Workforce Solutions, LLC shall invoice Client as set forth on Schedule I, and Client shall remit payment to EAP Workforce Solutions, LLC within thirty (30) days of receipt of invoice. Any payment that is not made by Client within thirty (30) days of receipt of EAP Workforce Solutions, LLC's invoice shall bear interest at the rate of one and one-half percent (1.5%) per month, or, if lesser, the maximum rate permitted by applicable law.
3. **Term and Termination.**
 - (a) The initial term of this Agreement shall be a period of one (1) year commencing on the **first day of the month set forth on Schedule I**.
 - (b) Anything herein to the contrary notwithstanding, either party may terminate this Agreement at any time, without cause, upon not less than thirty (30) days prior written notice to the other party.
 - (c) Anything herein to the contrary notwithstanding, either party may terminate this Agreement immediately upon written notice to the other party in the event of such other party's breach of a material provision of this Agreement which remains uncured for a period of thirty (30) days following receipt of written notice specifying the breach complained of.
 - (d) With respect to Services performed prior to termination, Client shall pay the EAP Workforce Solutions, LLC for work actually performed. Except for termination of the obligations to perform further services and to compensate for such services, the terms and conditions of this Agreement shall continue and survive any termination of this Agreement.

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ROCHESTER, NY 14616-2579
LOCAL: 585.663.0025
TOLL FREE: 1.855.882.0025
EFAX: 1.951.266.3360

WWW.EAPWORKFORCESOLUTIONS.COM

EAP Workforce Solutions 

4. Compliance With Laws. In the performance of its duties and obligations pursuant to this Agreement, EAP Workforce Solutions, LLC shall comply with all laws, rules, and regulations applicable to EAP Workforce Solutions, LLC in connection therewith.
5. Performance Standards. In the performance of its duties and obligations pursuant to this Agreement, EAP Workforce Solutions, LLC will act in accordance with the standards and practices of care, skill, and diligence customarily observed by similar firms under similar circumstances at the time EAP Workforce Solutions, LLC's services are rendered hereunder.
6. Insurance. EAP Workforce Solutions, LLC shall procure and maintain at its sole cost and expense all insurance coverage required by applicable law and by customary business practices for the performance of the Services. At a minimum, such coverage shall include:
 - (a) professional liability insurance with limits of not less than \$1 million per incident and \$3 million annual aggregate.

Upon written request of Client, EAP Workforce Solutions, LLC shall provide a certificate of insurance evidencing the foregoing coverage.
7. Confidentiality. EAP Workforce Solutions, LLC shall maintain the confidentiality of all patient records, communications, data, and information relating to or obtained in the performance of this Agreement in accordance with applicable law.
8. Indemnification.
 - (a) Each party hereby covenants and agrees to indemnify, defend, and hold harmless the other party, and such other party's officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense (including, without limitation, reasonable attorneys' fees), arising out of or in connection with the negligence or misconduct of the indemnifying party in the performance of its duties and obligations pursuant to this Agreement.
 - (b) The party seeking indemnification shall promptly notify in writing the party from whom indemnification is sought of any claim asserted against it for which such indemnification is sought, and shall promptly deliver to the party from whom indemnification is sought a true copy of any such claim including, but not limited to, a true copy of any summons or other process, pleading, or notice issued in any lawsuit or other proceeding to assert or enforce such claim. Where acceptance of its obligation to indemnify is deemed proper by the indemnifying party, said party reserves the right to control the investigation, trial, and defense of such lawsuit or action (including all negotiations to effect settlement) and any appeal arising therefrom and to employ or engage attorneys of its own choice.
 - (c) The party seeking indemnification may, at its own cost, participate in such investigation, trial, and defense of such lawsuit or action and any appeal arising therefrom. The party seeking indemnification and its employees, agents, servants, and representatives shall provide full cooperation to the indemnifying part at all times during the pendency of the claim or lawsuit, including without limitation, providing them with all available information with respect thereto.

SCHEDULE I

SERVICES AND COMPENSATION

- For its part, **Town of Clarkson** shall pay EAP Workforce Solutions, LLC **\$3.60** per employee per **month** (Jan. – Dec.) based on **Town of Clarkson** having **18 employees** enrolled in the EAP program. The rate includes individual counseling sessions **up to 3 hours** for employees and members of their household. In addition, you may have one workforce topic up to one hour at no additional cost. The monthly per capita rate will be evaluated each year upon renewal.
- All DOT substance abuse assessments/evaluations must be paid for prior to the appointment if employee is responsible for payment. Should **Town of Clarkson** agree to pay, EAP Workforce Solutions, LLC will invoice the company for that amount.

Addendum A:

- After hours service included
- Bi-annual utilization report included
- Payroll stuffers / Posters as needed included
- Non-DOT Substance Abuse Assessment included
- DOT Substance Abuse Professional Assessment \$625 flat rate
- Critical Incident / Crisis Intervention (within 24-48 hrs) \$250-\$375 per hour
per counselor including travel
- Workforce Trainings \$150 per hour + travel
 - *Violence In the Workplace*
 - *Workplace/Sexual Harassment*
 - *Anger Management*
 - *Identifying Ways to Help Colleagues in Need*
 - *Substance Abuse Awareness Training for DOT Supervisors (2 Hours)*
 - *Substance Abuse Awareness Training for Employees (1 Hour)*
 - *Time Management*
 - *Stress Management*
 - *Conflict Resolution*
 - *Cultural Diversity*
 - *Dealing with Difficult People & Situations*
 - *Dealing with Job Stress and Burnout*
 - *Developing Active Listening Skills*
 - *Effective Communication*

Pursuant to Federal Government Section VI of The Health Information Portability and Accountability Act (HIPAA), EAP Workforce Solutions, LLC is unable to disclose any protected health information (PHI) without written consent from that patient.