

TOWN OF CLARKSON
TOWN BOARD MEETING
November 28, 2017

The Town Board of the Town of Clarkson held their regular meeting on Tuesday, November 28, 2017 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.
Elizabeth Spencer	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

Mike Bove reported that Brockport Ambulance officially closed on Tuesday, November 28, 2017 at 7 a.m., at which time they alerted 911 that they would no longer be taking calls. Monroe Ambulance has now zoned off what they consider their west side operations (Clarkson, Sweden and eastern Orleans County). There will always be at least one ambulance no further east than Sweden Walker Road and one here in town. As of next week, they will be adding an additional truck, so there will be three trucks available. Ambulances will be based at the Clarkson Courthouse, one at the Sweden Town Hall and one at the southern end of town. M. Bove commented that other volunteer ambulance organizations in the area may eventually have to close down as well.

SARA'S FARM MARKET; INCENTIVE ZONING

Chad Fabry has had several discussions with Steve and Kathy Kepler about expanding the services offered at Sara's Farm Market. Unfortunately, their property is currently zoned RS-20 which does not allow for an operation like they currently enjoy. They are very clear about what is needed to continue their business in its current form and what is needed to grow their business to be able to sustain themselves for the rest of their working careers. Beyond that, the land would probably be most valuable as residential development and at that point, the zoning issue would have to be re-addressed. Until then, Sara's is certainly an asset to the community and we should work to create a niche for them where they can peacefully co-exist with their neighbors and continue to operate their business. A document has been prepared which outlines their business goals, current state and future desires. It proposes that they be allowed to continue what they are currently doing, as well as adding events such as wedding receptions. Sara's proposes that they be allowed to have alcohol events with very specific end times and on specific days of the week. They also propose that they be allowed to have regular events, also with specific end times, but on any day. They would like to convert their existing barn into a food service establishment, selling ice cream, hot dogs and hamburgers - typical foods sold at a roadside hot dog stand. The food service portion is not intended to be a stand-alone establishment, and would only seat approximately 8 to 10 patrons. The hope is that this will enhance or increase garden sales. All the events and product changes that they are asking for are the same sort of thing that a traditional farm market would have the right to do if they were an agricultural business in an agricultural district. They have not asked to be a brewery/distillery.

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Per the Town Attorney, because it is a re-zoning issue, the plan has to be submitted to the County. Keplers own 21 acres; they are only asking to re-zone the core of that parcel, approximately 5 to 6 acres. By creating the zoning around the nucleus of their operation, they have created buffer zones between them and the residential neighborhoods on all sides. Supervisor Kimball commented that he has never received any complaints about events held at Sara's. Councilperson Filipowicz questioned where a wedding reception would be set up. C. Fabry replied that receptions would probably be tented with a separate vendor bringing in the alcohol. Each vendor would carry their own insurance. C. Fabry will work with R. Olson to submit this application to the County. We should be able to call for a public hearing at the next Board meeting. C. Fabry also stated that the *metes and bounds* survey has been provided describing the portion to be re-zoned.

RESOLUTION - CRIME BOND FOR TAX COLLECTOR; 2018 YEAR

Motion by Councilperson Filipowicz

Seconded by Councilperson Smith

AUTHORIZING SURETY, FORM AND AMOUNT OF OFFICIAL UNDERTAKING FOR THE FAITHFUL PERFORMANCE OF THE DUTIES OF THE TOWN CLERK AND RECEIVER OF TAXES AND ASSESSMENTS

Be it resolved by the Board of the Town of Clarkson as follows:

Section. 1. The Board hereby approves the surety, form and amount of the official undertaking for the faithful performance of the duties of the town clerk and receiver of taxes and assessments, as follows:

Type of undertaking: **Crime Bond**

Insurance company: **New York Municipal Insurance Reciprocal**

Amount: **\$250,000.00**

Section 2. A true copy of this resolution shall be affixed to the undertaking to indicate this Board's approval thereon in accordance with Town Law section 25 and filed in the office of the Town Clerk.

VOTE OF THE BOARD

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

NAYS: None

AUTHORIZE SUPERVISOR TO SIGN FEE AGREEMENT WITH AUTUMN WOODS DEVELOPER

Motion by Councilperson Hoy

Seconded by Councilperson Smith

To authorize the Supervisor to sign the agreement with Autumn Woods developer as written.

VOTE OF THE BOARD

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

NAYS: None

AGREEMENT

1. The undersigned developer has developed Autumn Woods.
2. There remains an unpaid balance of \$24,000.00 for park fees in accordance with the Town's fee schedule.
3. The undersigned developer has heretofore deposited financial security with the Town of Clarkson which has a balance of \$34,663.07.
4. The undersigned developer authorizes the withdrawal of \$24,000.00 from the financial security to pay for the park fees.
5. The balance of the fund (after any deductions made pursuant to Chapter 116 of the Clarkson Code) will be released to the developer upon the Town of Clarkson obtaining a final recommendation from the Town Engineer and upon further approval by the Town Board.

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SUPPORT BOARD INTERVIEWS

Interviews for Support Board positions will be held on December 12, 2017.

AUTHORIZE SUPERVISOR TO SIGN STORMWATER MANAGEMENT/BMP FACILITIES MAINTENANCE AGREEMENT; BASSETT REALTY INC.

Motion by Councilperson Smith

Seconded by Councilperson Hoy

To Authorize the Supervisor to sign the Stormwater Management/BMP Facilities Maintenance Agreement with Bassett Realty Inc. The property is known as tax map ID # 262489054.14-1-8.2, Clarkson Commons Phase II.

VOTE OF THE BOARD

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

NAYS: None

STORMWATER MANAGEMENT/BMP FACILITIES MAINTENANCE AGREEMENT

THIS STORMWATER MANAGEMENT/BMP FACILITIES MAINTENANCE AGREEMENT, made and entered into this ____ day of November, 2017, by BASSETT REALTY INC. ("Landowner") and the TOWN OF CLARKSON ("TOWN").

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property described as Clarkson Commons Phase II as recorded by deed in the land records of MONROE COUNTY at Deed Book 11767, Page 429, and with a Clarkson Town Tax Map/Parcel Identification Number of 054.14-1-8.2 (hereinafter called the "Property"); and

WHEREAS, the Landowner is proceeding to build on and develop the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as Clarkson Commons Phase II (hereinafter "Clarkson Commons" or the "Plan"), which is expressly made a part hereof, as approved or to be approved by the TOWN, provides for a stormwater management/BMP facilities within the confines of the Property; and

WHEREAS, the TOWN and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of TOWN, require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

WHEREAS, the TOWN requires that on-site stormwater management/BMP facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowner's association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management/BMP facilities shall accordance with the plans and specifications identified in the Plan.

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6. The Landowner, its successors and assigns, including any homeowner's association, shall adequately maintain the stormwater management/BMP facilities. This includes all pipes and channels built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Annual Inspection Report form dated (latest date form available) is to be used to establish what good working condition is acceptable to the TOWN.

7. The Landowner, its successors and assigns, shall inspect the stormwater management/BMP facility and submit an inspection report to the town annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.

8. The Landowner, its successors and assigns, hereby grant permission to the TOWN, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the TOWN deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The TOWN shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.

9. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management/BMP facilities in good working condition acceptable to the TOWN, the TOWN may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the TOWN to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management/BMP facilities. It is expressly understood and agreed that the TOWN is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the TOWN.

10. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management/BMP facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.

11. In the event the TOWN pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the TOWN upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the TOWN hereunder.

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12. In the event payment is not made within thirty (30) days, said costs shall be assessed against the land on which such building is located and shall be levied and collected in the same manner as provided in Article 15 of the Town Law for the levy and collection of a special ad valorem levy.

13. This Agreement imposes no liability of any kind whatsoever on the TOWN and the Landowner agrees to hold the TOWN harmless from any liability in the event the stormwater management/BMP facilities fail to operate properly.

14.. This Agreement shall be recorded among the land records of Monroe County, New York, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowner's association.

**RESOLUTION AUTHORIZING SUPERVISOR TO SIGN
AGREEMENT TO EXTEND INDEXED LUMP SUM MUNICIPAL
SNOW AND ICE AGREEMENT**

PRESENT: Supervisor Kimball, Councilpersons Hoy, Filipowicz, Didas and Smith

ABSENT: None

Introduced by: Councilperson Didas

Seconded by: Councilperson Hoy

WHEREAS, the Town Board has authorized the Supervisor of the Town of Clarkson, County of Monroe, State of New York to sign the Agreement to Extend Indexed Lump Sum Municipal Snow and Ice Agreement with NY State DOT. The present term of the Agreement, as extended, expires June 30, **2019**, unless further extended.

The lump sum amount is **\$214,521.79** for the **2017/18** season.

VOTE OF THE BOARD

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

NAYS: None

MOTION SETTING ORGANIZATIONAL MEETING DATE/TIME

Motion by Councilperson Hoy

Seconded by Councilperson Smith

To schedule the 2018 Organizational Meeting for Tuesday, January 2, 2018 at 6:00 P.M. at the Town Hall, 3710 Lake Road, Clarkson.

VOTE OF THE BOARD

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

NAYS: None

SUPERVISOR REPORTS

Supervisor Kimball commented that plans for both the Clarkson-Parma Town Line Road Water District and the Route 18 Water District are moving ahead.

TOWN CLERK REPORTS

Nothing to report.

BUILDING INSPECTOR REPORTS

C. Fabry is busy doing fire inspections.

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ASSESSOR REPORTS

L. Spencer reported that Oak Orchard recently contacted her as they have purchased the house out in front. They are requesting an exemption. She forwarded them the paperwork and informed them that it will depend on the use. Oak Orchard plans on converting the house into office space. Paper work must be submitted before March 1, 2018 to receive the exemption.

HIGHWAY SUPT. REPORTS

R. Viscardi reported that trucks have been readied for snow and 80% of snow fences are up. Shift schedule started on Monday using a five-day rotating schedule with eight workers, they will work through the weekend at regular rate and take a Friday or Monday off. They will work five consecutive days instead of fourteen consecutive days. There are only eight staff members this year instead of twelve, so hopefully this system will work better for them.

MINUTES

Motion by Councilperson Didas
Seconded by Councilperson Smith
To approve November 14, 2017 minutes.

VOTE OF THE BOARD

AYES: Supervisor Kimball, Councilpersons Hoy, Filipowicz, Didas and Smith
NAYS: None

AUDIT—11-02-2017

Motion by Councilperson Hoy
Seconded by Councilperson Didas
To authorize payment of audit 11-02-2017 to include the following:
Vouchers 20170872-20170916; Total \$170,909.17; Gen. \$94,911.73; Hwy. \$75,815.49;
SS \$181.95
For distribution checks from 32715 - 32757

VOTE OF THE BOARD

AYES: Supervisor Kimball, Councilpersons Hoy, Filipowicz, Didas and Smith
NAYS: None

MOTION TO ADJOURN

Motion to adjourn at 6:30 P.M. by Councilperson Didas
Seconded by Councilperson Hoy

VOTE OF THE BOARD

AYES: Supervisor Kimball, Councilpersons Hoy, Filipowicz, Didas and Smith
NAYS: None

Respectfully submitted,

Sharon S. Mattison
Town Clerk

Approved 12-12-17