

TOWN OF CLARKSON
SPECIAL TOWN BOARD MEETING
April 25, 2026

The Town Board of the Town of Clarkson held a Special Town Board meeting on April 25, 2026, at the Clarkson Town Hall, 3710 Lake Road, Clarkson, NY at 9:00 A.M.

PRESENT:	Ursula Liotta	Supervisor
	Kathy DeLorme	Councilperson
	Tom Guarino	Councilperson
	David Howlett	Councilperson
	Sharon Mattison	Councilperson
	Richard Olson	Deputy Town Attorney

Supervisor Liotta opened the meeting. She led everyone in the Pledge of Allegiance. A moment of silence was observed for our service men and women, first responders and veterans, particularly those who have paid the ultimate price; along with thanks to healthcare workers who tirelessly work to save lives every day.

NEW BUSINESS

RESOLUTION #120
MOTION TO ENTER INTO EXECUTIVE SESSION

Introduced by Councilperson Guarino
Seconded by Councilperson Howlett
Motion to go into executive session for discussions relating to proposed, pending or current litigation and matters relating to real estate transactions. That the Town Board entered into a private session with its attorney to discuss legal matters at 9:01 AM.

VOTE OF THE BOARD

AYES: Supervisor Liotta, Councilpersons DeLorme, Guarino, Howlett and Mattison
NAYES: none

RESOLUTION #121
MOTION TO EXIT OUT OF EXECUTIVE SESSION

Introduced by Councilperson Howlett
Seconded by Councilperson DeLorme
Motion to exit out of Executive Session at 9:37 AM.

VOTE OF THE BOARD

AYES: Supervisor Liotta, Councilpersons DeLorme, Guarino, Howlett and Mattison
NAYES: none

RESOLUTION #122
TO APPROVE CONTRACT TO PURCHASE THE PROPERTY AT 3720 LAKE ROAD
FOR \$112,000.00

Introduced by Councilperson Mattison
Seconded by Councilperson Guarino

WHEREAS, the Town Supervisor on behalf of the Town of Clarkson, entered into a contract to purchase the property at 3720 Lake Road on April 20, 2026 for \$112,000.00, subject to all conditions set forth in the contract; and

WHEREAS, said contract was accepted by the seller, Marilyn Duryea, on April 22, 2026; and

WHEREAS, if said contingencies are met, the purchase price and all expenses, including an appraisal, environmental study, closing costs and fees associated with this transaction will be paid by surplus funds; and

2026-04-25

NOW THEREFORE, the Town Board hereby approves said contract and has met Contingency 4.(a) of the contract. *see **attached**

VOTE OF THE BOARD

AYES: Supervisor Liotta, Councilpersons DeLorme, Guarino, Howlett and Mattison
NAYES: none

RESOLUTION #123
MOTION FOR THE TOWN OF CLARKSON TO HIRE TIMOTHY MURPHY,
MURPHY APPRAISAL, TO PREPARE THE APPRAISAL OF 3720 LAKE ROAD

Introduced by Councilperson Howlett
Seconded by Councilperson DeLorme
Motion for the Town of Clarkson to hire Timothy Murphy, Murphy Appraisal, to prepare the appraisal of 3720 Lake Road for the set fee of \$1,800.00, to be paid by surplus funds.

VOTE OF THE BOARD

AYES: Supervisor Liotta, Councilpersons DeLorme, Guarino, Howlett and Mattison
NAYES: none

RESOLUTION #124
MOTION TO ADJOURN

Introduced by Councilperson Howlett
Seconded by Councilperson DeLorme
Motion to adjourn at 9:42 AM.

VOTE OF THE BOARD

AYES: Supervisor Liotta, Councilpersons DeLorme, Guarino, Howlett and Mattison
NAYES: none

Respectfully submitted,

Susan Henshaw
Town Clerk

Approved 2026-04-28

PURCHASE AND SALE CONTRACT
REAL PROPERTY

When signed, this document becomes a binding contract. Buyer and Seller should consult their own attorney.

TO: Marilyn L. Duryea Revocable Trust (Seller)
FROM: Town of Clarkson (Buyer)

OFFER TO PURCHASE

Buyer offers to purchase the property described below from Seller on the following terms:

1. **Property Description.**
Property known 3720 Lake Road, Town of Clarkson, Monroe County, State of New York, also known as Tax No. 054.13-2-30, including all buildings and any other improvements and all rights which the Seller has in or with the property.

Approximate Lot Size: Lot with building is 55 x 142.00

Description of Buildings on Property: 770 s.f. one story wooden building currently used as a post office.

2. **Other Items included in purchase.** The following items, if any, now or on the property are included in this purchase and sale: All heating, plumbing, lighting fixtures, flowers, shrubs, trees, window shades, venetian blinds, curtain and traverse rods, storm windows, storm doors, screens, awnings, TV antennae, sump pumps, window boxes, fences, wall-to-wall carpeting and runners, exhaust fans, hoods, garbage disposal, humidifier, security systems, smoke detectors, and all built-in cabinets, mirrors, shelving, air conditioning (except window) units. Buyer agrees to accept these items in their present condition. Other items to be included in the purchase and sale in their present condition are: None

Items not included are: Any postal related equipment.

Seller represents that it has good title to all of the above items to be transferred to Buyer, and will deliver a Bill of Sale for the same at closing.

3. **Price: Amount and How it will be Paid.** The purchase price is one hundred twelve thousand 00/100 Dollars (\$112,000.00). Buyer shall receive credit at closing for any deposit made hereunder. The balance of the purchase price shall be paid as follows: Check.

4. **Contingencies.** Buyer makes this offer subject to the following contingencies. If any of these contingencies are not satisfied by the dates specified, then either Buyer or Seller may cancel this contract by written notice to the other.

a. **Town Board Approval.** This contract is subject to the Town Board of the Town of Clarkson approving it within 5 calendar days of acceptance.

b. **Appraisal.** This contract is subject to an appraisal, satisfactory to the Buyer, to be conducted at the Buyer's expense within 15 days of acceptance of this offer.

c. **Environmental Audit.** This contract is subject to an environmental audit, satisfactory to the Buyer, to be conducted at the Buyer's expense within 45 days of receipt of a satisfactory appraisal.

d. **Attorney Approval.** This offer is subject to attorney approval by Buyer's and Seller's attorney within 3 banking days after acceptance.

5. **Closing Date and Place.** The transfer of title shall take place at the offices of the Monroe County Clerk, Rochester, New York within 10 days after satisfaction of all contingencies set forth in paragraph 4 above.

6. **Buyer's Possession of Property.** Buyer shall have possession of the property on the day of closing, subject to the possible occupation by United States Postal Service (USPS) as a holdover tenant. The parties acknowledge that the 5-year lease between Seller and USPS expired on 3/31/2026 and USPS presently remains in possession beyond the lease expiration for an undetermined length of time. Seller shall assign any post-closing rents that may accrue to Buyer.

7. **Title Documents.** Seller shall provide the following documents in connection with the sale:

A. **Deed.** Seller will deliver to Buyer at closing a properly signed and notarized warranty deed with lien covenant (or Executor's Deed, Administrator's deed or Trustee's deed with a Certificate of Trust, if Seller holds title as such).

B. **Abstract, Bankruptcy and Tax Searches, and Instrument Survey Map.** Buyer shall be responsible for obtaining a redated abstract of title including, fully guaranteed tax, title and United States Court Searches dated or redated after the date of this contract. Buyer may order and pay for an instrument survey map.

8. **Marketability of Title.** The deed and other documents delivered by Seller shall be sufficient to convey good marketable title in fee simple, to the property free and clear of all liens and encumbrances. However, Buyer agrees to accept title to the property subject to restrictive covenants of record common to the tract or subdivision of which the property is a part, provided these restrictions have not been violated, or if they have been violated, that the time for anyone to complain of the violations has expired. Buyer also agrees to accept title to the property subject to public utility easements along lot lines as long as those easements do not interfere with any buildings now on the property or with any improvements Buyer may construct in compliance with all present restrictive covenants of record and zoning and building codes applicable to the property.

9. **Objections to Title.** If Buyer raises a valid written objection to Seller's title which means that the title to the property is unmarketable, Seller may cancel this contract by giving prompt written notice of cancellation to Buyer. Buyer's deposit shall be returned immediately, and if Buyer makes a written request for it, Seller shall reimburse Buyer for the reasonable cost of having the title examined. However, if Seller gives written notice within five (5) days that Seller will cure the problem prior to the closing date, then this contract shall continue in force until the closing date subject to Seller performing as promised. If Seller fails to cure the problem within such time,

Buyer will not be obligated to purchase the property and its deposit shall be returned together with reimbursement for the reasonable cost of having the title examined.

10. Recording Costs, Transfer Tax and Closing Adjustments. Buyer will pay the real property transfer tax, if any. Buyer will pay for recording the deed. Lease payments, if any, security deposits, if any, fuel oil on the premises, if any, water charges, pure water charges, sewer charges, mortgage interest, current common charges or assessments, if any, and current taxes computed on a fiscal year basis, excluding any delinquent items, interest and penalties, will be prorated and adjusted between Seller and Buyer as of the date of closing.

11. Zoning. Mixed use residential. Seller shall not be required to furnish a certificate of occupancy.

12. Risk of Loss. Risk of loss or damage to the property by fire or such other casualty occurs prior to transfer, Buyer may cancel this contract without any further liability to Seller and Buyer's deposit is to be returned. If Buyer does not cancel but elects to close, then Seller shall transfer to Buyer any insurance proceeds, or Seller's claim to insurance proceeds payable for such damage.

13. Condition of Property. Buyer(s) agree to purchase the property "as is", subject to reasonable use, wear, tear and natural deterioration between now and the time of closing. Buyer shall have the right, after reasonable notice to Seller, to inspect the property within 48 hours before the time of closing.

14. Real Estate Broker.
It is understood by both Buyer and Seller that no broker secured this contract.

15. Life of Offer. Buyer agrees not to withdraw this offer before April 22, 2026 at 6:14 p.m.

16. Responsibility of Persons Under this Contract; Assignability.
If more than one person signs this contract as Buyer, each person and any party who takes over that person's legal position will be responsible for keeping the promises made by Buyer in this contract. If more than one person signs this contract as Seller, each person or any party who takes over that person's legal position, will be fully responsible for keeping the promises made by Seller.

17. Deposit. Upon acceptance of this offer by the Seller, the satisfaction of the contingencies in paragraph 4 above and approval by both attorneys, the Buyer shall deposit the sum of \$5,000.00 with the Seller's attorney which will be credited to Buyers at closing.

18. Entire Contract. This contract when signed by both Buyer and Seller will be the record of the complete agreement between the Buyer and Seller concerning the purchase and sale of the property. No verbal agreements or promises will be binding.

Dated: April 20, 2026

Buyer: Ursula Liotta
Town of Clarkston
Ursula Liotta, Supervisor

ACCEPTANCE OF OFFER BY SELLER

Seller certifies that the Trust owns the property and she has the power to sell the property. Seller accepts the offer and agrees to sell on the terms and conditions set forth above and agree that the deposit may be held by Jeffrey Martin, Esq.

Dated: 4/22/26 Seller: Marilyn L. Duryea

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Property Address: 3720 Lake Road, Clarkson

Buyer: Town of Clarkson
Address: 3710 Lake Road
PO Box 858, Clarkson, NY
Zip: 14430

Seller: Marilyn L. Duryea Revocable Trust
Address: Lake Road
Brockport, NY
Zip: 14420

Attorney: Richard J. Olson
Address: PO Box 8, Hamlin, NY
Zip: 14464 Phone: 352-8900
Cell: 764-8121

Attorney: Jeffrey Martin
Address: 23 Public Square, P.O. Box 330,
Holly, NY 14470
391-6300 Cell: 747-1272