

SPECIAL TOWN BOARD MEETING
KEVIN CARRIER – REMOVAL OF TIRES

The special meeting of the Town Board, Town of Palmyra, scheduled to be held on Thursday, July 29, 1999, at the Town Office, 201 East Main Street, Palmyra, was called to order at 7 PM by Town Supervisor David C. Lyon.

CALL TO ORDER

The Pledge of Allegiance to the Flag was omitted.

PLEDGE OF ALLEGIANCE

Upon roll call, the following board members were present:

Town Supervisor - David C. Lyon
Town Board Members - David Nussbaumer
Lynne Green
Michael Lambrix
James Welch

ROLL CALL

Others in attendance at this Town Board meeting included:

- Gerald W. Dibble, Attorney
- John Boneville, Attorney
- Jan E. Boneville, Attorney
- Tim DiMarco, Seneca Meadows
- Charles Cichon, Claims Adjuster/Mediator NYS
- Kevin Carrier
- Ken Grahan, LDS Church
- Steve Buchiere, Courier-Journal

Supervisor Lyon explained that the purpose of this special meeting was to discuss the possibility of Kevin Carrier removing tires from his property located on Trolley Road.

Robert Grier, CEO, asked Kevin Carrier if he had received a copy of the letter Paul T. Rubery, Attorney, has put together on behalf of the Town of Palmyra for Mr. Carrier to sign. Mr. Carrier said he did have a copy of same.

Gerald Dibble, Attorney for Carrier, informed the Board that he has seen the file on Carrier and does not understand why the Town of Palmyra cannot give him a permit for a junk yard. Supervisor Lyon stated that the reason for this meeting is to discuss tires only.

Mr. Dibble said that Mr. Carrier has the DEC on his back and has had repeated requests to the Board for several years. If Carrier can clean up the tires, can we work on a license for him?

He also stated that he does not believe Carrier can sign the letter put together by Paul Rubery without a order from Judge Sirkin.

The letter reads as follows:

Palmyra Town Board
201 East Main Street
Palmyra, NY 145422

Gentlemen:

I have been ordered by DEC to remove the tires at 3785 Trolley Road, Palmyra, I need your permission to do this.

If you grant permission, I would agree to remove the tires on _____, 1999, _____, 1999 and on _____, 1999, between the hours of 8 AM and 12 Noon and 1 PM and 4PM. I will furnish to Robert Grier in advance of commencing work, the license number of the trucks to be used and the names of the personnel to be working on the premises.

No new material will be brought on to the premises. No processing of salvage of material will be conducted on the premises. All work will be performed so as not to be a nuisance to the neighbors because of noise, dust or odor.

The premises, once the tires are removed, will be left in a clean , orderly condition.

If at any time I violate this agreement, I understand that the Town or its representatives can terminate permission to continue to remove the tires.

Some of the tires may be on rims. I would like permission to remove the rims from the tires and dispose of the rims at the same time, with the same terms and conditions.

If I do not notify Mr. Grier as set forth above, I understand I can not perform the above work on the premises.

Sincerely,
(Signature required here)

Kevin Carrier

David Nussbaumer stated that if Mr. Carrier cannot sign this letter at this time, there is no sense in continuing this meeting.

Mr. Dibble agreed and he and Carrier left the meeting.

Charles Cichon, Claims Adjuster/Mediator NYS, informed the Board that he had never had a complaint regarding Carrier except from the Town of Palmyra. He said that he had requested a hearing and has no knowledge of anything illegal.

He personally could not deny Mr. Carrier as long as he is in compliance with the New York State laws; this is strictly a local issue.

Michael Lambrix stated that the main objective of this meeting is the tire issue and nothing else. He feels that it is time to discuss this with Mr. Rubery again. The Board agreed with him.

At this time Ken Graham, LSD Church, discussed the water and sewer lines being put in on Temple Road. The total cost to the church is \$36,525.50 plus inspection fees.

Mr. Graham stated that the engineers will allow \$10,000 if we have our own inspectors. He added that this would be a bill every month type of situation. Supervisor Lyon said that another part of this is to accomplish some drainage in that area at the same time. He said the engineers have agreed to run a drainage system to the west from Rt. 21 where there is already a wetland area. Hopefully this will help some of the other drainage problems in that area.

The subject of the infrastructure agreement between the Town and Village of Palmyra was discussed at this time.

Following much consideration, Michael Lambrix moved to approve the following resolution:

**Village and Town of Palmyra
County of Wayne
State of New York**

It is hereby agreed by and between the Village and Town of Palmyra, located in the county of Wayne in the State of New York (hereinafter called the Board) to employ the Building and Zoning Department as Infrastructure Inspector for the construction, reconstruction or installation of all Municipal and Private Infrastructure projects such as but not limited to roads, sewer lines, water lines etc. (hereinafter called project) upon the following terms and conditions.

Duties and Responsibilities: The Inspector shall have the following duties and responsibilities in connection with the supervision of construction on the Project through its conclusion:

1. The Inspector shall observe the progress and quality of

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OF PALMYRA

- the work as is reasonably necessary at that stage of construction to determine in general that it is proceeding in accordance with the Contract Documents. The Inspector shall immediately notify the designee if, in the Inspector's opinion, work does not conform to the Contract Documents or requires special inspecting or testing.
2. The Inspector shall keep a daily diary or log book recording the Inspector's time and activities related to the project, weather conditions, nature and location of the work being performed, verbal instructions and interpretations given to any contractor, and specific observations when at the project site. The Inspector shall maintain a list of visitors, their titles, and time and purpose of their visits while the Inspector is at the Project.
 3. The Inspector may prepare or caused to be prepared a written report on a weekly basis to be available for review setting forth the general status of the project to the best of his knowledge and any specific items of interest concerning the project.
 4. The Inspector shall maintain his records of the construction site in an orderly manner, including correspondence, instructions, reports of site conferences when the Inspector is at the project. The Inspector may also review materials delivered to the project to confirm compliance with design requirements when directed.
 5. The Inspector may monitor the construction schedule and report to the proper Board conditions that could cause delay in completion.
 6. The inspector may review the contract documents with the contractor. The Inspector will obtain necessary interpretations from the engineer and transmit them to the contractor.
 7. The Inspector shall attend meetings as directed and report on the proceedings.
 8. The Inspector, when directed shall observe any tests required by the contract documents and record on test procedures and, where applicable, the results.
 9. The Inspector shall notify the engineer if any portion of the work requiring shop drawings, production data or samples commences before the engineer approves such submittals. The Inspector, when directed shall receive and log samples that are required to be furnished at the site, notify the engineer when they are ready for examination, and record the engineer's approval or other action. The Inspector, upon direction will maintain custody of approved samples.
 10. Upon direction, the Inspector will review the list of items to be completed or changes as submitted by the engineer and confirm in writing the completion of each item.
 11. The Inspector may review and report to the engineer and Board on conditions of the portion of the project being occupied or utilized by the separate contractors to minimize the possibility of claims for damage. The Inspector may be authorized to order the remedy of such actions by

- the contractor that could create a liability for the Town or Village.
12. If the inspectors representing local, state or federal agencies visit the site, the Inspector may accompany such inspections during their trip through the project, and record and report to the Board and engineer the results of these inspections.

Limitations of Authority: The Inspector shall not:

1. Authorize deviations from contract documents.
2. Approve substitute materials or equipment except as authorized in writing by the engineer.
3. Personally conduct or participate in tests or third party inspections except as authorized in writing by the engineer.
4. Assume any of the responsibilities of the contractors' superintendents or of subcontractors.
5. Expedite the work for any contractors.
6. Advise on, or issue directions concerning aspects of construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the work.
7. Authorize or suggest that the Town or Village occupy the project in whole or part.
8. Issue a Certificate for Payment or Certificate of Substantial Completion.
9. Prepare or certify to the preparation of Record Drawings.
10. Reject work or require special inspector or testing except as authorized in writing by the engineer.
11. Order any contractor to stop the work or any portion thereof. However, if a situation arises that may require that work be stopped, the Inspector shall immediately report such situation to the engineer and Board.

Employment Status: The inspector shall be for all purposes, a regular employee of the Town. During the term of this agreement, the Inspector shall make his services available to the Village and Town as may be determined by the Board, Code Enforcement Officer or its or his designee. The Inspector is deemed employed in an administrative capacity.

Term: The additional responsibilities of Infrastructure Inspector shall commence upon the approval of this contract by the Board and its signing by the Mayor and Supervisor thereof. As follows:

The length of this contract shall be for two (2) calendar years starting July 1, 1999 and unless extended and modified by mutual agreement between the Village and Town of Palmyra, expires on June 30, 2001.

Compensation: Shall commence August 1st, 1999 and cease the last week of July, 2001 unless extended or modified by mutual agreement of the Boards. The Town shall add line items to the existing Fund: B General Outside accounts as follows: Revenue Account Balance, Inspector Personal

Services, and Miscellaneous.

The Inspector shall be compensated by salary in the amount of \$10,000.00 annually, paid biweekly, for infrastructure inspections, not to exceed 400 hours. Additional hours of inspections above 400 hours will be compensated at the rate of \$25.00 and be paid from the miscellaneous line item.

Modification: No modification or waiver of any of the terms of this agreement shall be valid unless in writing and executed with the same formality as this agreement.

(Retroactive to July 1, 1999)

Dated this 22nd day of July, 1999.

Seconded by: David Nussbaumer Carried: Unanimously

MOTION TO
ADJOURN

James Welch moved to adjourn this meeting of the

Town Board.

Seconded by: Lynne Green Carried: Unanimously

Respectfully submitted,

Beverly E. Hickman
Town Clerk