



TOWN OF PARMA

1300 Hilton-Parma Road
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(585) 392-9461
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JAMES SMITH
Supervisor
GARY COMARDO
Councilperson
JAMES ROOSE
Councilperson
TINA BROWN
Councilperson
KYLE MULLEN
Councilperson

TOWN BOARD MEETING SEPTEMBER 15, 2015 7:00 P.M.

This Meeting Will Be Recorded By the Town Clerk

Pledge of Allegiance

Moment of Silence

Emergency Exit Instructions

Roll Call

Minutes of Sept 1, 2015 Town Board Meeting

Town Clerk Report

Highway Superintendent Report

Building Inspector Report

Parks and Recreation Director Report

Library Report

Miscellaneous Report

PUBLIC FORUM: 1. Any Citizen May Address the Town Board About Their Concerns

BUSINESS ITEMS:

1. Chart vs Town of Parma
2. Budget Transfers
3. Establish Bid Opening for Sale of 2007 Malibu
4. Dedication of Summertime Trail
5. Justice Court Annual Audit
6. 2015 Agreement for the Expenditure of Highway Moneys - Amended
7. Miscellaneous

INFORMATIONAL ITEMS:

1. Conservation Easement Monitoring
2. Danforth
3. Miscellaneous

LIAISON REPORTS:

WARRANTS: General Funds (AOO) Part Town (BOO) Highway Town Wide (DAO)
Highway Part Town (DBO) Town Wide Drainage (SDO) Trust and Agency (TAO)

ADJOURNMENT:

DRAFT RESOLUTION

CHART V. TOWN OF PARMA SETTLEMENT RESOLUTION

WHEREAS, in 2010, the football field (the “Football Field”) in the Town of Parma (the “Town”) Park (the “Town Park”) was found to contain residual agricultural chemicals, including arsenic, in the topsoil used to construct the field (the “Topsoil”); and

WHEREAS, an action was commenced entitled *Chart v. Town of Parma* in the United States District Court for the Western District of New York (the “Court”), Civil Action No. 10-CV-06179, pursuant to the citizen suit provisions of the Resource Conservation and Recovery Act (“RCRA”) §7002, 42 U.S.C. §6972, by John Chart (“plaintiff”) against the Town claiming that the purchase and use by the Town of the Topsoil to construct improvements to the Football Field and other areas at the Park: (1) constituted the impermissible disposal of solid or hazardous waste (the “Disposal Claim”); and (2) presents an imminent and substantial endangerment to health or the environment (the “Endangerment Claim”) (together the “Claims”), because of the presence of arsenic exceeding restricted residential soil cleanup objectives in the Topsoil; and

WHEREAS, plaintiff sought a permanent injunction ordering the Town to further investigate and remediate the Topsoil at the Football Field and elsewhere in the Park, and compensation for his attorney, expert, and other fees and costs associated with bringing the Claims; and

WHEREAS, the Town denied the Claims, and the Court dismissed the Disposal Claim and dismissed the Endangerment Claim to the extent it was based on environmental threats or the presence of hazardous waste; and

WHEREAS, the Court did not dismiss that part of the Endangerment Claim that was based on the alleged human health threats posed by exposure to the Topsoil and permitted plaintiff’s expert to offer his opinion that the arsenic concentrations in the Topsoil on the Football Field pose an unacceptable cancer risk to children and others who use the Football Field; and

WHEREAS, the Town consulted with an independent environmental health professional, who performed a human health risk assessment (“HHRA”) regarding the presence of arsenic in the Topsoil. The HHRA, which assumed the Football Field was exclusively used for “game day” field for up to 61 events held over 33 days per year and field maintenance activities, and had no grass cover present, concluded that the arsenic concentrations present in the Topsoil do not pose an undue health risk to children, persons or workers using the Football Field. The HHRA recommended, based on the HHRA use assumptions, that the grass cover on the Football Field continue to be well maintained and monitored; and

WHEREAS, the Town also consulted with the NYSDEC, New York State Department of Health, and Monroe County Health Department, who concluded the Football Field was safe for its intended use as the game day field because of its limited use and the presence of well maintained turf grass cover; and

WHEREAS, the parties have negotiated a settlement (the “Settlement”), pursuant to the Settlement Agreement annexed hereto as Attachment “A” and incorporated herein, that would settle

all pending litigation, subject to approval of the Court, by which: (1) the Town adopts and implements a Site Management Plan (the “SMP,” annexed as Exhibit “A” to the Settlement Agreement) for the Football Field that controls and limits field use, provides procedures for field maintenance, and requires the application of one-half inch of clean topdressing each year; (2) a settlement payment of \$35,000 (the “Settlement Payment”) is paid to plaintiff in satisfaction of his Claim for costs of litigating the Claims; (3) plaintiff may enforce the SMP; and (4) amendments to or extinguishment of the SMP require a Court Order; and

WHEREAS, the Settlement is in the best interest of the Town because it is protective of human health and the environment, would avoid future expenses for legal fees, experts, and other legal disbursements, avoid the risk of reimbursement of plaintiff’s legal and expert fees and other legal disbursements at substantially greater amounts than the Settlement Payment, avoid the risk of more expensive remedial measures to address the issues related to the Topsoil, and avoid the risk of further litigation;

NOW, THEREFORE, IT IS RESOLVED, that the Settlement is approved, and Knauf Shaw LLP, attorneys for the Town, are authorized to enter into a Stipulation of Dismissal to in the form attached as Exhibit “B” to the Settlement Agreement; and it is

FURTHER RESOLVED, that upon the conversion of the Settlement Agreement to a Court Order:

1. The Settlement Agreement and this Resolution shall be filed with the files of the Town Clerk;
2. The Town Clerk shall cause the number of this Resolution to be cross referenced in Section 1.4.2 of the SMP;
3. The SMP is adopted and the Town Supervisor shall cause the Parks Director to implement the SMP;
4. The SMP shall not be amended except in accordance with paragraph 4 of the Settlement Agreement.
5. The Town Supervisor is authorized to cause the payment from the Town Fund of the Settlement Payment to plaintiff pursuant to the terms of the Settlement Agreement;
6. The Town Supervisor is authorized to cause the Field Restriction Signage referenced in Section 4.2 of the SMP to be procured, installed, paid and maintained; and
7. The Town Supervisor shall cause the funds necessary to implement the SMP to be budgeted within the budget for the Department of Parks and Recreation.

BUDGET TRANSFERS

BUDGET TRANSFERS			Aug-15			
ACCT #	FROM DESCRIPTION	AMT.	ACCT #	TO DESCRIPTION	AMT.	REQUESTED
AOO514.1330.480.00	MISC EXPENSE	500.00	AOO514.1330.410.00	OFFICE SUPPLIES	500.00	CURRY
AOO514.1330.120.00	OFFICE CLERK	1,000.00	AOO514.1410.130.00	DEPUTY CLERK	1,000.00	CURRY
AOO513.1310.480.00	MISC EXPENSE	200.00	AOO513.1310.430.00	EDUCATIONAL	200.00	GAVIGAN
AOO516.1620.441.00	GAS & ELECTRIC	8,000.00	AOO516.1680.460.00	CONTRACTED SERVICES	8,000.00	GAVIGAN
AOO576.7520.480.00	FIELD EQUIPMENT	500.00	AOO536.3640.210.00	OFFICE EQUIPMENT	500.00	GAVIGAN
AOO576.7520.480.00	MISC EXPENSE	500.00	AOO576.7520.490.00	PROCEEDS	500.00	GAVIGAN
BOO537.3620.480.00	MISC EXPENSE	500.00	BOO537.8989.480.00	MISC REIMBURSEMENTS	500.00	GAVIGAN
AOO516.7550.490.00	TOWN CELEBRATIONS	3,500.00	AOO570.7020.430.00	EDUCATIONAL	300.00	VENNIRO
AOO570.7020.120.00	RECREATION SUPERVISOR	6,000.00	AOO570.7020.450.00	PERSONAL CAR	44.50	VENNIRO
AOO570.7020.210.00	EQUIPMENT	2,015.89	AOO570.7140.416.01	PLAYGROUND SUPPLIES	163.00	VENNIRO
AOO570.7020.422.00	EQUIPMENT REPAIR/RENT	800.00	AOO570.7140.491.01	PLAYGROUND YOUTH	11,000.00	VENNIRO
AOO570.7020.451.00	GASOLINE	367.00	AOO570.7310.489.42	HOLIDAY PROGRAM	500.00	VENNIRO
AOO570.7111.490.00	SPECIAL EVENTS	400.00	AOO570.7310.494.32	VOLLEYBALL CAMP	876.00	VENNIRO
AOO570.7140.492.01	PLAYGROUND BEAR	260.05	AOO570.7315.490.03	BASEBALL TEAM	50.00	VENNIRO
AOO570.7310.490.42	SKI CLUB	490.56	AOO570.7610.491.04	SR GOLF	600.00	VENNIRO
			AOO570.7620.490.05	AEROBIC FEES	300.00	VENNIRO
AOO571.7110.425.00	MAINTENANCE SUPPLIES	900.00	AOO571.7110.210.00	EQUIPMENT	289.99	VENNIRO
AOO571.7110.451.00	GASOLINE	889.99	AOO571.7110.422.00	EQUIPMENT REPAIR	1,500.00	VENNIRO
		26,823.49			26,823.49	

DRAFT RESOLUTION

SET DATE FOR BID OPENING FOR SALE OF 2007 MALIBU

Motion to authorize the advertisement for bids on the sale of the Building Department 2007 Malibu; with a minimum bid threshold of \$5,500. Bids must be submitted in sealed envelopes, labeled "2007 Malibu Bid" to the Parma Town Clerk Office by 11:00 a.m. on October 15, 2015. At which time they will be opened and read aloud. The Town of Parma reserves the right to reject any and all Bids received.

FOR CLERK USE ONLY

RESOLUTION NO. _____-2015

Motion by _____,

Seconded by _____,

Motion _____: Aye _____ Nay 0

DRAFT RESOLUTION

INTERNAL AUDIT JUSTICE COURT

Motion acknowledging that an internal audit of the Parma Justice Court's finances was completed on March 26, 2015 by Hungerford and Vinton, LLC as required annually by the New York State Unified Court System.

FOR CLERK USE ONLY

RESOLUTION NO. _____-2015

Motion by _____,

Seconded by _____,

Motion _____: Aye ____ Nay _____

**AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS
2015 AMENDED**

AGREEMENT between the Town Highway Superintendent of the Town of Parma, Monroe County, New York and the undersigned members of the Town Board.

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected in the Town for the repair and improvement of highways, and received from the State for state Aid for the repair and improvement of highways, shall be expended as follows:

1. **GENERAL REPAIRS.** The sum of \$14,700 shall be set aside to be expended for primary work and general repairs upon 22.39 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the renewals thereof.

2. **PERMANENT IMPROVEMENTS.** The following sums shall be set aside to be expended for the permanent improvements of town highways
 On Dunbar Road, commencing at Collamer Road and leading to Hamlin-Parma Road a distance of .64 miles there shall be expended not over the sum of \$74,500. Work to be completed: pave with 7F top.

 On Collamer Road, commencing at Dunbar Road and leading to West Ave, a distance of 1.00 mile there shall be expended not over the sum of \$134,800.
 Worked to be completed: Mill out the outside 4 feet and apply a Type II recycling process and surface treat.

3. Pease Rd. Commencing at Ridge Rd. W. and going south 1,200 feet, true and level with 7F top using a paver. The cost is estimated at \$11,000

4. Striping Town roads – estimated cost \$15,000

Executed in duplicate this _____ day of _____, 20____

Supervisor

Councilperson

Councilperson

Councilperson

Councilperson

Town Highway Superintendent

NOTE: this agreement should be signed by a majority of the members of the Town Board and by the Town Highway Superintendent.