

**2009 BUDGET PUBLIC HEARING AND  
REGULAR MEETING OF THE TOWN BOARD**

**PALMYRA TOWN HALL  
NOVEMBER 6, 2008**

The Public Hearing scheduled for Thursday, November 6, 2008 at the Palmyra Town Hall, 1180 Canandaigua Road, Palmyra, New York, to consider 2009 Town of Palmyra Budget, was called to order at 7:30 p.m. by Town Supervisor David Lyon.

**CALL TO ORDER**

He asked Town Clerk Lynne Green to read the Notice of the Public Hearing, which had been posted and published in accordance with law, announcing this public hearing:

**LEGAL NOTICE  
TOWN OF PALMYRA**

**NOTICE OF PUBLIC HEARING  
UPON PRELIMINARY BUDGET FOR CALENDAR YEAR 2009**

**NOTICE IS HEREBY GIVEN**, that the Preliminary Budget of the Town of Palmyra for the fiscal year beginning January 2009 has been completed and filed in the Office of the Town Clerk, Palmyra Town Hall, 1180 Canandaigua Road, Palmyra, where it is available for inspection by any interested persons during normal business hours.

**FURTHER NOTICE IS HEREBY GIVEN**, that the Town Board of the Town of Palmyra, will meet and review said preliminary budget and to hold a Public Hearing thereon at the Palmyra Town Hall, 1180 Canandaigua Road, Palmyra, NY, at 7:30 PM on the 6<sup>th</sup> day of November, 2008. At this hearing any persons may be heard in favor of or against the Preliminary Budget as compiled, or for or against any item or items therein contained.

**READING OF  
LEGAL NOTICE  
FOR PUBLIC  
HEARING**

Pursuant to section 108 of the Town Law, the proposed salaries of the following Town Officers are hereby specified as follows:

Town Supervisor	\$ 10,540.00
Town Justices (2)	\$ 23,690.00
Town Councilpersons (4)	\$ 14,000.00
Town Clerk	\$ 34,608.00
Superintendent of Highways	\$ 58,000.00
Budget Officer	\$ 604.00

Dated: September 30, 2008  
By Order of the Town Board

Lyndall Ann P. Green  
Palmyra Town Clerk

Town Board members were provided copies of the proposed 2009 Town Budget in September. An addition to the budget was distributed to Board members at this meeting, entitled "Tax Exemptions Now Part of Annual Budgets."

**TAX  
EXEMPTIONS  
BUDGET  
ADDITION  
PROVIDED TO  
BOARD  
MEMBERS**

"A new state law requires all counties, cities, towns, villages and school districts to provide an exemption report with their annual budgets and to post copies on a public bulletin board and on any Web site they operate. The report is to show the total assessed value on the assessment rolls that were used to calculate the budget. While exemptions serve a valid public purpose, they also erode the tax base and shift the tax burden to other property owners within the taxing district. The extent of this impact is largely hidden from view because no systematic reporting is done at the local level." Denise A. Raymo

**HEARING  
CLOSED**

Supervisor Lyon asked all those who wish to comment on the 2009 Town of Palmyra Preliminary Budget to state their names and ask their questions. After waiting a moment and hearing none, he declared this hearing closed at 7:32 p.m.

**REGULAR MEETING OF THE TOWN BOARD  
NOVEMBER 6, 2008**

**CALL TO ORDER**

At 7:33 p.m., Supervisor Lyon called to order the town board meeting, scheduled to be held on Thursday, November 6, 2008, at the Palmyra Town Hall, 1180 Canandaigua Road, Palmyra, New York.

**PLEDGE TO THE  
FLAG**

Supervisor Lyon led those present in the Pledge of Allegiance to the Flag.

**ROLL CALL**

Upon roll call, the following board members were present:  
David C. Lyon, Supervisor  
James Welch, Councilman  
David Nussbaumer, Councilman  
Kenneth Miller, Councilman  
Michael Lambrix, Councilman

**MEETING  
ATTENDANCE**

Also attending the meeting: Palmyra Highway Superintendent Mike Boesel, and Billie Rae Walker, reporter for the *Courier-Journal*.

Motion was made by Dave Nussbaumer to approve the minutes of the October 23, 2008 meeting of the Town Board.

**MTN: APPRV  
10/23/2008 TOWN  
BOARD MTG  
MINUTES**

Second: Mike Lambrix

Vote: 5 ayes. Carried.

**COMMUNICATIONS**

Town Clerk Lynne Green received a telephone call from Lisa Hauf, representing the Youth Football Cheerleader organization requesting use of the Town Hall for two evenings and a Saturday for final practice before competition. Ms. Hauf was told that since it is not Town Board's policy to have youth groups using the building, her request would need to be presented to the Board for approval.

**REQUEST FOR  
USE OF TOWN  
HALL GYM FOR  
CHEERLEADER  
PRACTICE**

Discussion centered around intensity of cheerleading practices just before competition, adults who would be there to supervise, and seeing that a copy of the group's insurance policy, naming Town of Palmyra as additional insured, would be included with the completed application and payment. Lynne Green said she would be the town employee to open and close the building at each practice. Ken Miller made the motion to approve the Youth Football Cheerleading Squad's use of the building, as long as they provide appropriate insurance paperwork.

**MTN: APPROVE  
USE OF TOWN  
HALL BY YOUTH  
FOOTBALL  
CHEERLEADERS**

Second: Dave Nussbaumer

Vote: 5 ayes. Carried.

**REPORTS OF STANDING COMMITTEES**

**Buildings and Grounds Committee – Kenneth Miller,  
Chairman**

Ken Miller reported that mold and musty air at the South end of Town Hall has been an issue in the last month. After checking under the floor in the crawl space, Ken said there is standing water near the south wall creating the problem. He also had the Highway Department check the gutters and downspouts to make sure no mold is growing in any accumulations in them. Mike Boesel said he had cleaned out the gutters and downspouts at the southeast end of the building. Councilman Jim Welch was curious to know where this water had come from. Ken said there was insulation batting against the foundation at the south end of the building which had built up condensation and was water soaked. Now, the foundation consists

**BUILDINGS AND  
GROUNDS  
REPORT**

of the bare block wall and the buildup of water has stopped. Ken had contacted local mason Brad Jacobs to recommend a solution. He suggests painting the block wall with a waterproof sealer as a first step. He also suggests that holes be drilled between the newer southeast addition to the building and the original foundation under the main portion of the building which has no outside contact. Jacobs said the air circulation from the bone-dry interior crawl space to the addition's moist air should ease the mold situation.

**MTN: APPROVE  
BRAD JACOBS  
BID FOR  
WATERPROOF-  
ING CRAWL  
SPACE AT TOWN  
HALL**

Since this is considered an "emergency" kind of situation--as employees are being affected by mold--Ken Miller made the motion to approve the Brad Jacobs and Sons Masonry, Inc. bid for waterproofing the crawl space block wall on the southwest and west sides of Town Hall, material and labor, and cut openings in existing inside cellar wall for air circulation, for a total of all jobs at \$5,620.

Second: Dave Nussbaumer

Vote: 4 Ayes. Carried.  
Mike Lambrix voted Nay.

Carpet cleaning at Town Hall was tabled until the next meeting per Ken Miller.

**Highway Committee – James Welch, Chairman**

1. Highway Department Report: Mike Boesel provided Town Board members a Highway Department report:

Highway Superintendent Report  
For Town Board Meeting November 6, 2008

Since the 10/23/08 meeting we have completed the following work:

- Ditching restoration –Port Gibson Rd, Hogback Rd, Garnsey Rd
- Culvert restoration – Parker Road, Port Gibson Road, Palmer Road
- Trucks ready for winter
- Pothole patching around entire Town
- Inter-municipal Assistance
  - 11/4/08 – 2 Palmyra trucks to Lyons for hauling CR2 stone

**HIGHWAY DEPT.  
REPORT**

Other miscellaneous items include:

- **SMSI Grant 07-08** – The next step is to approve the Inter-Municipal Agreements (IMA's). Copies have been provided. Attorney Rubery has already reviewed the three proposed agreements (Street Sweeper/ Catchbasin Cleaner, Aerial Lift Truck and Rubber Tire Excavator).

The Legal Notice is prepared for tomorrow’s deadline and we are intending to have a bid opening on the morning of November 20<sup>th</sup> .

- **Traffic Counters** – For the past several weeks I have been acquiring traffic count data around the entire Town and Village. A copy of my traffic count data collection has been provided.
- **Winter Preparations** – We continue to prepare the fleet for the winter season. Sanders and plows are being readied for the season. Trucks have been getting serviced as well.
- **Equipment** – We have some equipment purchases yet to make this year.

**HIGHWAY  
DEPARTMENT  
REPORT**

T18 plow replacement (quotes provided) – Henderson low bidder NTE

Highway Superintendent Mike Boesel provided the Board with copies of 2008 Traffic Counts he had taken on Town roads (outside of the village) for their reference.

**TRAFFIC  
COUNTS ON  
TOWN ROADS**

2. SMSI Grant Purchases Update and Agreements: Mike Boesel had prepared an SMSI Timeline for approval of agreements, submission of legal ads, bid openings and bid awards for three pieces of equipment. Each agreement is attached separately since different municipalities are involved with each.

a. Aerial Lift Truck: Three municipalities--Town of Palmyra, Town of Macedon and Town of Walworth--are participating in the shared purchase of an aerial lift truck. A copy of the Municipal Cooperation Agreement is included with these minutes as Appendix A.

**SMSI SHARED  
GRANT  
EQUIPMENT  
PURCHASES**

b. Rubber Tire Excavator: Two municipalities--Village of Palmyra and Town of Palmyra--are participating in the shared purchase of a rubber tire excavator. A copy of the Municipal Cooperation Agreement is included with these minutes as Appendix B.

c. Street Sweeper/Catchbasin Cleaner: Four municipalities--Town of Palmyra, Village of Palmyra, Town of Macedon and Town of Walworth--are participating in the shared purchase of a street sweeper/catchbasin cleaner. A copy of the Municipal Cooperation Agreement is included with these minutes as Appendix C.

**MTN: APPROVE  
SMSI MUNICIPAL  
COOPERATION  
AGREEMENTS  
TO PURCHASE 3  
EQUIPMENT  
PIECES**

Ken Miller made the motion approving the three Municipal Cooperation Agreements to purchase the equipment listed above, contingent upon approvals from the other municipalities

Second: Dave Nussbaumer      Vote: 5 ayes. Carried.

Both Supervisor Lyon and Highway Superintendent Boesel signed all three agreements on behalf of the Town.

- 3. Purchase of T-18 Plow Replacement: Mike Boesel requested quotes for a budgeted reversible plow. Three quotes were received. Tenco U.S.A., Inc.'s bid is \$9,998; Viking Cives (USA)'s quote is \$7,482.40; and Henderson Truck Equipment of Watertown's quote is \$7,355. Mike felt the lowest quote meets his specifications, so he was recommending the Henderson quote to the Board. After a short discussion, Dave Nussbaumer made the motion to approve the purchase of a reversible plow from Henderson Truck Equipment not to exceed \$7,355.

**MTN: APPROVE PURCHASE OF REVERSIBLE PLOW FROM HENDERSON TRUCK EQUIPMENT**

Second: Dave Nussbaumer

Vote: 5 ayes. Carried.

**INFORMATIONAL ITEMS**

Town Hall Used for Election Day: Tuesday, November 4 saw the Town Hall busy from 6 a.m. to 9 p.m. as the polling place for Palmyra Town Districts 4 and 6 in the National Election. Previously, voting had taken place at the Palmyra-Macedon High School. The County Board of Elections moved polling places out of the school to comply with current security measures in place,. The three Village districts voted at the Palmyra Fire Hall and Town District 5 voted at the East Palmyra Fire Hall, as in the past. Although it had been anticipated that new computer voting machines would be used, our "old reliable" mechanical machines were a welcome sight to use once again.

**TOWN HALL USED AS POLLING LOCATION IN NATIONAL ELECTION**

**AGENDA ITEMS**

- 1. Resolution: Agreement with Wayne County--Consolidated Town Signage: Supervisor Lyon reviewed with the Board that Wayne County had received a grant from Congressman James Walsh to inventory all county road signs. The inventory is now complete. Wayne County is now trying for a new grant using cooperative agreements with towns to install the replacement signs. Mike Boesel added there is a long list of recommendations for Palmyra, and that the signs have been prioritized as immediate, advanced posting, and lesser priorities.

**WAYNE COUNTY CONSOLIDATED TOWN SIGNAGE**

The following resolution was presented to the Board authorizing the Town to pursue an application with Wayne County for a Shared Municipal Services Grant from the State to replace signs countywide

**RESOLUTION**

**AUTHORIZATION FOR THE TOWN OF PALMYRA  
TO ENTER INTO AGREEMENT WITH THE COUNTY OF WAYNE  
TO CONSOLIDATE THE TOWN SIGNAGE  
TO A COUNTYWIDE PROGRAM**

**RESOLUTION TO  
CONSOLIDATE  
TOWN SIGNAGE  
WITH WAYNE  
COUNTY**

WHEREAS, the Town of Palmyra has had Lu Engineers evaluate the Town signage inventory for compliance with New York State standards in advance of this consolidation by the County of Wayne, and

WHEREAS, the intent of this resolution is to have a commitment from the Town of Palmyra, so that the County of Wayne can pursue an application for Shared Municipal Services Grant from the State of New York for the cost of the signage replacement for the County of Wayne and Towns that elect to participate in the Signage Consolidation Program; now, therefore, be it

RESOLVED, the Town of Palmyra will enter into an agreement with the County of Wayne in the future that describes the maintenance of the Town signs and specifics of the program.

DATED: November 6, 2008  
By Order of the Palmyra Town Board

Dave Nussbaumer made the motion to approve the resolution with Wayne County for consolidated Town signage.

Second: Mike Lambrix                      Vote: 5 ayes. Carried.

**MTN: APPROVE  
RESOLUTION  
WITH WAYNE  
COUNTY FOR  
CONSOLIDATED  
TOWN SIGNAGE**

- 2. Resolution: Mutual Agreement--Boundary for Fire Protection: Mike Lambrix gave a brief history of a boundary problem for fire protection districts. At a point where the boundaries of the Palmyra Fire Protection District, the Port Gibson Fire Protection District and the East Palmyra Fire Protection District meet, it was necessary to define their boundaries to avoid gaps in service or overlaps. A Mutual Agreement was prepared clearly defining the areas that each fire department serves. The agreement would then be signed by a representative of the Town, a representative of the Village of Palmyra, and representatives of each of the three fire departments.

**BOUNDARY  
DEFINITION FOR  
FIRE  
PROTECTION  
DISTRICTS**

The first step in the process was for the Town Board to approve a resolution stating the boundary problem, to authorize the Town to take appropriate action, and to correct the confusion, clearly defining the boundaries. The following resolution was presented to the Town Board:

### **RESOLUTION**

#### **Determination of the District Boundaries of the Palmyra Fire Protection District, East Palmyra Fire Protection District and the Port Gibson Fire Protection District**

Motion made by Mike Lambrix and seconded by Ken Miller.

There has been confusion about the common boundary of the East Palmyra Fire Protection District, Palmyra Fire Protection District and the Port Gibson Fire Protection District. The Port Gibson Fire Protection District was created on June 10, 1965. The minutes of the Town Board recite the boundaries of the Port Gibson Fire Protection District as follows:

**BOUNDARY  
DEFINITION FOR  
FIRE  
PROTECTION  
DISTRICTS OF  
PALMYRA, EAST  
PALMYRA AND  
PORT GIBSON**

ALL THAT TRACT OR PARCEL OF LAND in the Town of Palmyra, lying south of the south line of the Barge Canal and east of a line extended southerly from the east line of Galloway's Bridge to the Wayne-Ontario County Line; such line shall be in a straight line to the east line of lands now owned by Kenneth Wilson and continue along such east line and east line extended to the said County Line.

And it is further RESOLVED, that this Board does hereby find and determine that all the property, property owners and interested persons within the proposed Fire Protection District are benefited hereby and that all property or property owners benefited are included therein.

That upon information and belief the exact location of the west boundary line of the Port Gibson Fire Protection District was in doubt. Initially it appeared that the Palmyra Fire Protection District extended to the west right of way line of New York State Route 31 as it proceeds southerly from Galloway Bridge. That area was vacant land until recently when a mobile home subdivision was built in the area west of Route 31. This area was in the Port Gibson Fire Protection District. The East Palmyra Fire Protection District includes just the lands of one Jagger which are on both sides of the Barge Canal.

A review of the records and Town Board minutes reveal that the description of the Port Gibson Fire Protection District was not entered on the records accurately.

NOW, THEREFORE, BE IT RESOLVED, that the Town Supervisor and Town Clerk are hereby authorized to take such action and execute any documents as may be just and proper to correct the mistake in the entry on the records so that the boundaries of the three Fire Protection Districts are correct and take such other and further action with the Fire Departments who contract to furnish fire protection to the three Fire Protection Districts as shall be necessary.

The motion was approved November 6, 2008.

David C. Lyon, Supervisor  
Deputy Supervisor, David Nussbaumer  
Councilman Michael Lambrix  
Councilman James Welch  
Councilman Kenneth Miller

**Roll Call Vote**

Aye  
Aye  
Aye  
Aye  
Aye

**MTN:  
RESOLUTION:  
AUTHORIZE  
TOWN TO  
CORRECT FIRE  
PROTECTION  
BOUNDARIES**

In addition to the resolution, the following agreement was brought before the Board between the three fire departments, the Village and the Town to mutually agree on the corrected boundaries:

**AGREEMENT** made this 6th day of November, 2008 by the Town of Palmyra, a municipal benefit corporation with an office at 1180 Canandaigua Road, Palmyra, NY, herein referred to as "Palmyra" for and on behalf of the Palmyra Fire Protection District, the East Palmyra Fire Protection District and the Port Gibson Fire Protection District with the following Fire Departments who contract to render fire protection in the districts as follows:

1. Village of Palmyra which contracts to furnish fire protection in the Palmyra Fire Protection District,
2. East Palmyra Fire Department which contracts to furnish fire protection in the East Palmyra Fire Protection District, and
3. Port Gibson Fire Department Inc., which contracts to furnish fire protection in the Port Gibson Fire Protection District.

**AGREEMENT  
BETWEEN TOWN  
AND THREE  
AFFECTED FIRE  
DEPARTMENTS**

**RECITATION**

1. That because of a possible error in translation of the boundary of the Port Gibson Fire Protection District, there has been some confusion about the boundary of the Port Gibson Fire Protection District.
2. It is settled that the Port Gibson Fire Protection District which was created on June 10, 1965 was described as follows:

*ALL THAT TRACT OR PARCEL OF LAND in the Town of Palmyra, lying south of the south line of the Barge Canal and east of a line extended southerly from the east line of Galloway's Bridge to the Wayne-Ontario County Line; such line shall be in a straight line to the east line of lands now owned by Kenneth Wilson and continue along such east line and the east line extended to the said County Line.*

*And it is further RESOLVED, that this Board does hereby find and determine that all the property, property owners and interested persons within the proposed Fire Protection District are benefited hereby and that all property or property owners benefited are included therein.*

**AGREEMENT  
BETWEEN TOWN  
AND THREE  
AFFECTED FIRE  
DEPARTMENTS**

3. The description of the west line of the Port Gibson Fire Protection District extends from the east line of Galloway Bridge straight south along the east line of Kenneth Wilson property as it was in 1965 to the Town south line. This line abuts the east line of the Palmyra Fire Protection District and a portion abuts the east line of Port Gibson Fire Protection District.
4. That this Agreement is executed by Palmyra on behalf of the three Fire Protection Districts and by the Fire Departments furnishing the fire protection for their respective Fire Protection Districts to acknowledge the true boundary of each Fire Protection District south of the Barge Canal.
5. That attached hereto and made a part hereof is the tax map prepared by the County of Wayne tax mapping department which outlines the respective Fire Protection Districts.
6. The Fire Departments understand that this document does not change or supersede existing mutual aid agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

**Town of Palmyra** David C. Lyon, Supervisor

**Palmyra Fire Protection District**

**Village of Palmyra** Victoria W. Daly, Mayor

**Village of Palmyra Fire Department**  
William Colburn, Chief, Palmyra Fire Department

**East Palmyra Fire Protection District**

Reginald Langdon, President of East Palmyra Fire Department Inc.  
William Guinup, Chief, East Palmyra Fire Department Inc.

**Port Gibson Fire Protection District**

John Wood, President of Port Gibson Fire Department Inc.  
Scott DeCook, Chief, Port Gibson Fire Department, Inc.

**MTN: APPROVE  
AGREEMENT  
BETWEEN TOWN  
AND THREE FIRE  
PROTECTION  
DISTRICTS**

Ken Miller made the motion to approve the Agreement between the Town and the three Fire Protection Districts.

Second: Dave Nussbaumer Vote: 5 ayes. Carried.

A map of the new boundaries is included as Attachment D.

- 3. Palmyra Fire Department Two-Year Contract: The following contract between the Town and Palmyra Fire Department was presented to Board members for their consideration:

**CONTRACT FOR FIRE PROTECTION**  
**2009-2010**

**TOWN OF PALMYRA WITH VILLAGE OF PALMYRA**

THIS AGREEMENT made this 6<sup>th</sup> day of November, 2008, between the Town Board of the Town of Palmyra, Wayne County, New York, hereinafter designated as party of the first part, and the Village of Palmyra, Wayne County, New York, hereinafter designated as party of the second part.

**WITNESSETH:**

**WHEREAS**, there has been established in the said Town of Palmyra, a fire protection district known as Palmyra Fire Protection District, embracing all of the territory in said Town except:

- 1. That area included within the corporate limits of the Village of Palmyra.
- 2. That portion embraced in the East Palmyra Fire Protection District.
- 3. That portion embraced in the Port Gibson Fire Protection District; and

**WHEREAS**, the Village of Palmyra has been furnishing fire protection to the Palmyra Fire Protection District pursuant to an Agreement heretofore entered into, which Agreement expires on **December 31, 2008**; and

**WHEREAS**, this agreement supersedes such Agreement dated November 9, 2006; and

**WHEREAS**, it has been mutually agreed by the parties hereto that a new contract be entered into to be in form and content as follows:

- 1. The party of the second part will furnish fire protection to the said district by having in readiness at all times as least one volunteer fire company with suitable apparatus which shall answer and attend upon all calls of fire within the district.
  - a. It is understood that all terms and conditions of this contract include emergency ambulance service to be provided by the Emergency Squad of the Palmyra Fire Department.
- 2. The fire company so responding will proceed with reasonable speed to the scene of the fire and endeavor with all due diligence to extinguish the same, to prevent the spread of fire and to save and preserve life and property.
- 3. The Town Board of the Town of Palmyra, from the funds of such fire protection district, shall pay to the Village of Palmyra, the sum of **Sixty-five thousand eight hundred ninety-seven Dollars (\$65,897) for 2009** and **Sixty-nine thousand five hundred twenty-one Dollars (\$69,521) for 2010**.
- 4. All monies to be paid under Paragraph 3 shall be a charge upon the Fire Protection District, to be assessed and levied upon the taxable property in said district and collected with the Town taxes.

**2009-2010  
 CONTRACT FOR  
 FIRE  
 PROTECTION--  
 TOWN OF  
 PALMYRA WITH  
 VILLAGE OF  
 PALMYRA**

**2009-2010  
CONTRACT FOR  
FIRE  
PROTECTION--  
TOWN OF  
PALMYRA WITH  
VILLAGE OF  
PALMYRA**

- 5. The equipment and apparatus to be furnished by the party of the second part under the terms of this Agreement meet the minimum requirements of the New York Fire Insurance Rating Organization for protected communities.
- 6. Neither the Town Board or the Town of Palmyra, nor the Palmyra Fire Protection District shall be responsible for any damages to the property, apparatus or equipment owned by or under the control of the second party, or of its fire department.
- 7. That each party to this Agreement agrees that it will not seek a change in the terms contained herein before **December 31, 2010**.
- 8. That if the Village of Palmyra shall desire a change in the Fire Protection Contract for any year commencing after **December 31, 2008**, they shall notify the Town of Palmyra by August 20th of the year preceding the year in which they wish a change.

**IN WITNESS WHEREOF**, the parties have duly executed and delivered this Agreement the day and year first above written.

Mike Lambrix made the motion to approve the 2009-2010 contract between the Town of Palmyra and the Village of Palmyra Fire Department.

Second: Dave Nussbaumer                      Vote: 5 ayes. Carried.

**MTN: APPROVE  
2009-2010  
CONTRACT FOR  
FIRE  
PROTECTION  
WITH PALMYRA  
FIRE  
DEPARTMENT**

- 4. East Palmyra Fire Department Two-Year Contract: The following contract between the Town and East Palmyra Fire Department was presented to Board members for their consideration:

**CONTRACT FOR FIRE PROTECTION FOR 2009-2010**

**ENTERED INTO BY THE TOWN OF PALMYRA  
WITH THE EAST PALMYRA FIRE DEPARTMENT, INC.  
FOR THE EAST PALMYRA FIRE DISTRICT**

**THIS AGREEMENT** made this 6<sup>th</sup> day of November, 2008 between the Town Board of the Town of Palmyra, Wayne County, New York, hereinafter designated as party of the first part; and the East Palmyra Fire Department, Inc., a corporation duly organized and existing pursuant to the laws of the State of New York, and having its principal place of business at East Palmyra, New York, hereinafter designated as party of the second part.

**WITNESSETH:**

**WHEREAS**, on or about the 26th day of November, 1943, by resolution duly adopted on that day, there was established in the Town of Palmyra, a fire protection district known as the East Palmyra Fire Protection District; and

**2009-2010  
CONTRACT FOR  
FIRE  
PROTECTION--  
TOWN OF  
PALMYRA WITH  
EAST PALMYRA  
FIRE  
DEPARTMENT**

**WHEREAS**, since the establishment of said district, the party of the first part has entered into various contracts with the party of the second part for the furnishing of fire protection, the last of which contracts was effective until December 31, 2008, and

**WHEREAS**, a public hearing was duly held as required by law at the **October 23, 2008** Town Board Meeting at Palmyra, New York, and at a meeting held on November 6, 2008, the Board approved a new contract between the Town Board of the Town of Palmyra, and the East Palmyra Fire Department, Inc., to provide as hereinafter set forth.

**NOW, THEREFORE, It is agreed as follows:**

1. The party of the first part has and hereby does engage the party of the second part to furnish fire protection to said fire protection district, and the party of the second part agrees to furnish such protection for a term which begins on the **1st day of January, 2009** and ends on the **31st day of December, 2010**.
2. The fire company of the party of the second part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in said District and when notified by alarm or otherwise of a fire within the District such company shall respond and attend upon the fire without delay with its equipment, and upon arriving at the scene of the fire the firemen of the party of the second part attending shall proceed diligently to extinguish the fire and to use their best efforts to save life and property.
3. In consideration of furnishing aid and the use of its apparatus as aforesaid, the party of the second part shall receive the sum of **Forty-six thousand nine hundred eighty (\$46,980) Dollars for the calendar year 2009**, and **Forty-nine thousand three hundred twenty-nine (\$49,329) Dollars for the calendar year 2010**, and the party of the first part covenants and agrees on behalf of said fire protection district to pay the same to the party of the second part on or before the 31st day of January in each year during said term.
4. The party of the first part shall also pay any and all claims authorized by law for medical expenses, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a fireman sustained while in the performance of his duties as such fireman, or said party of the first part may provide for the same by insurance. The party of the first part shall not be liable or responsible for any damage or injury to the property, apparatus, or equipment owned or under the control of the party of the second part.
5. All moneys to be paid under any provision of this agreement shall be a charge upon the fire protection district to be assessed and levied upon the taxable property in said District and collected with the town taxes.

**2009-2010  
CONTRACT FOR  
FIRE  
PROTECTION--  
TOWN OF  
PALMYRA WITH  
EAST PALMYRA  
FIRE  
DEPARTMENT**

- 6. It is particularly agreed that the terms of this contract may be renegotiated at the request of either party to take effect on the 1st day of January in any year during the term. In case either party desires renegotiation, it shall notify the other party in writing on or before August 20th in any year.
- 7. The equipment and apparatus to be furnished shall meet the minimum requirements of the New York Fire Rating Insurance Organization concerning Class C-3 classification.
- 8. Nothing in this contract contained is intended to in any way interfere with or conflict with fire mobilization mutual aid plans or operations.

**MTN: APPROVE  
2009-2010  
CONTRACT FOR  
FIRE  
PROTECTION  
WITH EAST  
PALMYRA FIRE  
DEPARTMENT**

**IN WITNESS WHEREOF**, the parties have duly executed and delivered this agreement the day and year first above written.

Mike Lambrix made the motion to approve the 2009-2010 contract between the Town of Palmyra and the East Palmyra Fire Department.

Second: Ken Miller

Vote: 5 ayes. Carried.

- 5. Port Gibson Fire Department Two-Year Contract: The following contract between the Town and Port Gibson Fire Department was presented to Board members for their consideration:

**CONTRACT FOR FIRE PROTECTION FOR 2009-2010**

**ENTERED INTO BY THE TOWN OF PALMYRA  
WITH THE PORT GIBSON FIRE DEPARTMENT, INC.  
FOR THE PORT GIBSON FIRE DISTRICT**

THIS AGREEMENT made this **6th day of November, 2008**, between the Town Board of the Town of Palmyra, Wayne County, New York, hereinafter designated as the party of the first part, and the Port Gibson Fire Department, Inc., a corporation duly organized and existing pursuant to the laws of the State of New York, and having its principal place of business at Port Gibson, Ontario County, New York, hereinafter designated as the party of the second part.

**2009-2010  
CONTRACT FOR  
FIRE  
PROTECTION--  
TOWN OF  
PALMYRA WITH  
PORT GIBSON  
FIRE  
DEPARTMENT**

**WITNESSETH:**

**WHEREAS**, on or about the 10th day of June, 1965, by resolution duly adopted on that day, there was established in the Town of Palmyra a fire protection district known as the Port Gibson Fire Protection District of the Town of Palmyra, effective January 1, 1966; and

**WHEREAS**, said Port Gibson Fire Protection District was amended by a law and a resolution adopted on the 11th day of February, 1971; and

**WHEREAS**, the Board approved an extension to the current contract between the Town Board of the Town of Palmyra, and the Port Gibson Fire Protection District, Inc., to provide as hereinafter set forth.

**NOW THEREFORE**, it is agreed as follows:

1. The party of the first part has and hereby does engage the party of the second part to furnish fire protection to said district known as the Port Gibson Fire Protection District of the Town of Palmyra, and the party of the second part agrees to furnish such protection for a term which begins on the **1st day of January, 2009**, and ends on the **31st day of December, 2010**.
2. The fire company of the party of the second part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in said District and when notified by alarm or otherwise of a fire within the District such company shall respond and attend upon the fire without delay with its equipment, and upon arriving at the scene of the fire the fireman of the party of the second part attending shall proceed diligently to extinguish the fire and to use their best efforts to save life and property.
3. In consideration of furnishing aid and the use of its apparatus as aforesaid, the party of the second part shall receive the sum of **Eight thousand one hundred (\$8,100) dollars for the year 2009 and Amount equivalent to 2009 tax rate (\$TBD) dollars for the year 2010**, and the party of the first part covenants and agrees on behalf of said Fire Protection District to pay the same to the party of the second part on or before the 31st day of January in each year of said term.
4. The party of the first part shall also pay any and all claims authorized by law for medical expenses, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a fireman sustained while in the performance of his duties as such fireman, or said party of the first part may provide the same by insurance. The party of the first part shall not be liable or responsible for any damage or injury to the property, apparatus or equipment owned or under the control of the party of the second part.
5. All moneys to be paid under any provision of this agreement shall be a charge upon the Fire Protection District to be assessed and levied upon the taxable property in said District and collected with the town taxes.
6. It is particularly agreed that the terms of this contract may be negotiated at the request of either party to take effect on the first day of any January during said term. In case either party desires renegotiation, it shall notify the other party in writing on or before August 20th in any year.
7. The equipment and apparatus to be furnished shall meet the minimum requirements of the New York Fire Rating Insurance Organization concerning Class C-3 classification.
8. Nothing in this contract contained is intended to in any way interfere with or conflict with fire mobilization mutual aid plans and operations.

**2009-2010  
CONTRACT FOR  
FIRE  
PROTECTION--  
TOWN OF  
PALMYRA WITH  
PORT GIBSON  
FIRE  
DEPARTMENT**

**IN WITNESS WHEREOF**, the parties have duly executed and delivered this agreement the day and year first above written.

**MTN: APPROVE  
2009-2010  
CONTRACT FOR  
FIRE  
PROTECTION  
WITH PORT  
GIBSON FIRE  
DEPARTMENT**

Mike Lambrix made the motion to approve the 2009-2010 contract between the Town of Palmyra and the Port Gibson Fire Department. Councilman Jim Welch asked why there is not a fixed number of dollars in the second year of this contract. Supervisor Lyon explained that the amount will be tied to the tax rate and is yet to be determined.

Second: Dave Nussbaumer                      Vote: 5 ayes. Carried.

6. 2009 Town Budget: Although no one spoke up at the Public Hearing for the 2009 Town Budget, Board members needed to formally adopt the Budget.

**MTN: ADOPT  
2009 TOWN  
BUDGET WITH  
LIST OF TAX  
EXEMPTIONS**

Dave Nussbaumer made the motion to adopt the 2009 Final Town Budget with its attached list of Tax Exemptions, now mandated by law.

Second: Mike Lambrix                      Vote: 5 ayes. Carried.

7. Approve Abstract #159: Dave Nussbaumer made the motion to approve the claims and expenditures shown on Abstract #159, which includes Voucher Numbers 9731 through 9732 for \$7,014.11.

**MTN: APPROVE  
ABSTRACT #159**

Second: Mike Lambrix                      Vote: 5 ayes. Carried.

8. Motion to Adjourn: At 8:17 p.m., Mike Lambrix made the motion to adjourn the meeting.

**MTN: ADJOURN  
MEETING**

Second: Jim Welch                      Vote: 5 Ayes. Carried.

Respectfully submitted,

Lyndall Ann P. Green  
Palmyra Town Clerk

**APPENDICES:**

**APPENDIX A:** Aerial Lift Truck Municipal Cooperation Agreement

**APPENDIX B:** Rubber Tire Excavator Municipal Cooperation Agreement

**APPENDIX C:** Street Sweeper/Catchbasin Cleaner Municipal Cooperation Agreement

**APPENDIX D:** Map of new boundaries of Palmyra, East Palmyra and Port Gibson Fire Protection Districts.

**NEXT TOWN BOARD MEETING:  
THURSDAY, NOVEMBER 20, 2008,  
7:30 P.M., PALMYRA TOWN HALL**