

REGULAR TOWN BOARD MEETING

The regular meeting of the Town Board, Town of Palmyra, scheduled to be held on Thursday, August 26, 1999, at the Town Office, 201 East Main Street, Palmyra, was called to order at 8:13 PM by Town Supervisor David C. Lyon.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Upon roll call, the following board members were present:

ROLL CALL

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

Others in attendance at this Town Board meeting included:

| | |
|-----------------------------------|---------|
| Robert K. Jagger | Palmyra |
| Marvin D. Garland | Palmyra |
| Karen Garland | Palmyra |
| Donna Camblin | Palmyra |
| Gary Rose, Animal Control Officer | |
| P Shaner | Palmyra |
| James Elliott | Palmyra |
| Kris Dreessen, DAILY MESSENGER | |
| Caroline Grasso | Palmyra |
| Terry Gardner | Palmyra |
| Deanna L. Tones | Palmyra |
| Charles D. Gilmore | Palmyra |
| Ron Holdraker, the TIMES | |

David Nussbaumer moved to approve the minutes of the July 22, 1999 Town Board Meeting as submitted.

**MTN TO APV
MIN OF 7/22/99**

Seconded by: Michael Lambrix Carried: Unanimously

COMMUNICATIONS

1. Letter from NYS Dept. of Public Service RE: Temporary Operating Authority for Time Warner-Fingerlakes
2. Notice of World Canals Conference September 10-15
3. Notice from Genesee Transportation Council RE: Long Range Transportation Plan Update for the Greater Rochester Area
4. Notice from Genesee Transportation Council RE: 1999-2000 Transportation Enhancement Program Preliminary Project Rankings
5. Notice of 1999 Pet Vaccination – Rabies Clinic
6. Notice from Pt. Gibson Fire Department to renegotiate contract

REPORTS OF STANDING COMMITTEES

Assessment Committee - Lynne Green, Chairman

- 1. Assessor Update

No report.

Highway Committee - David Nussbaumer, Chairman

- 1. Roof coating - pole barn

MTN TO APPROVE ROOF COATING - HWY POLE BARN

David Nussbaumer moved to add roof coating to the pole barn at the highway department facility at a cost not to exceed \$600.00 to be paid out of account #HA9901.905, Building Reserve.

Seconded by: Michael Lambrix Carried: Unanimously

Planning Committee - James Welch, Chairman

- 1. CEO Update

Robert Grier, CEO, presented the board members with a calendar of the month of June with the jobs he had done on each day. The Temple Road project is progressing with the completion of water and sewer lines from Canandaigua Road to Stafford Road. He suggested it would be an opportune time to add stubs for sewer connection to the two adjoining properties on Canandaigua Road, to avoid digging up the road later.

MTN TO ADD SWR STUBS TO VERSTRINGHE AND HAVERT PROPERTIES

Lynne Green offered a motion to add stubs to tie in the Verstringhe and Havert properties to a future sewer line on Canandaigua Road at a cost not to exceed \$800.00.

Seconded by: James Welch Carried: Unanimously

Zoning Committee - Michael Lambrix, Chairman

- 1. Noise Ordinance Request by Karen Garland

NOISE ORD FEASIBILITY STUDY TO COMMITTEE

Supervisor Lyon referred the feasibility study of a local Noise Ordinance to committee - Mr. Lambrix, Chairman.

- 2. Ward Performance Update

WARD PERFORMANCE UPDATE

Robert Grier reported he had observed the operations at Ward Performance on NYS Rt. 21 on three or four different occasions. He had not observed any violations of the Town Board's Special Use Authorization stipulations. Caroline Grasso, neighbor of

Ward Performance, stated to the Board the violations continued without change. Supervisor Lyon directed the CEO to continue monitoring the operations and to request the Wards attend the next Town Board meeting to be held on September 23.

AGENDA ITEMS

- 1. Joint Town/Village Advertisement for the NYS Canal System Cruising Guide

**MTN TO
APPRV AD
FOR NYS
CANAL
SYSTEM
CRUISING
GUIDE**

Lynne Green offered a motion to share expenses with the Village of Palmyra in placing a 2-color ad in the NYS Canal System Cruising Guide to include a representation of a canal lock for a 2-year period at a cost not to exceed \$200.00 total, contingent upon the participation of the Village of Palmyra.

Seconded by: Michael Lambrix Carried: Unanimously

- 2. Approval of additional hours for Jill Hart (SARA grant project)

Cathy Contant, Deputy Town Clerk, reported that the Town of Palmyra was awarded a second New York State Archives and Records (SARA) Management Grant to inventory, index, box and dispose of inactive records. The labor proposal submitted by the Town was cut by SARA from \$10,000 to \$4,000. The Town has retained the services of Jill Hart to perform this project. Jill has reported she could finish the project for an additional \$2,000.00. David Nussbaumer stated the time to complete the project is while it is in progress, and offered a motion to contribute \$2,000.00 from the Town Board Contractual fund to complete the SARA project.

**MTN TO
APPROVE
\$2000 TO
COMPLETE
SARA
RECORDS
PROJECT**

Seconded by: Lynne Green Carried: Unanimously

- 3. Budget Adjustments

Supervisor Lyon moved to approve the following budget adjustments:

| | |
|---------------------|-------------------------|
| <u>FROM</u> | <u>TO</u> |
| General Fund | |
| Revenue Account | Appropriation Accounts: |
| Records Management/ | SARA Grant/ |
| SARA Grant | personal services |

**MTN TO
APPROVE
BUDJET ADJ**

A3060 \$ 2,487.00

A1460.1 \$ 1,765.00

General Fund

Revenue Account

SARA Grant/

Supplies

A1460.4 \$ 585.00

Appropriation Accounts:

SARA Grant/

personal services

A1460.1 \$ 585.00

Seconded by: David Nussbaumer Carried: Unanimously

4. Water Supply Contract - Town of Manchester and Town of Palmyra

David Nussbaumer moved to approve the Water Supply Contract

with the Town of Manchester as submitted, text as follows:

MTN TO APPR
WATER SUPPLY
CONTRACT WITH
T/MANCHESTER

**WATER SUPPLY CONTRACT
TOWN OF MANCHESTER
AND
TOWN OF PALMYRA**

AGREEMENT made this 26th day of August, 1999, by and between the TOWN OF MANCHESTER, a municipal benefit corporation with an office at Route 96, Manchester, Ontario County, State of New York, hereinafter referred to as "Manchester", and the TOWN OF PALMYRA, a municipal benefit corporation with an office at 201 East Main Street, Palmyra, Wayne County, State of New York, hereinafter referred to as "Palmyra".

RECITATIONS:

WHEREAS, Section 198(3) (B) of the Town Law and Section 119-O(c) of the General Municipal Law authorize municipal cooperative agreements including the purchase and sale of water, and

WHEREAS, Palmyra entered into a Memorandum Agreement with Manchester for the service of the Stafford Road District, and

WHEREAS, Manchester is completing construction in a new water district which will provide water service to residents of the Manchester Stafford Road Water District and service on Route 21 north of the south line of the Town of Palmyra, and

WHEREAS, the Palmyra Service Area is currently supplied by the Village of Palmyra, and

WHEREAS, Palmyra desires to purchase surplus water from Manchester to obtain satisfactory operating pressure and provide fire flows to those portions of the Town of Palmyra south of the Barge Canal, hereinafter referred to as the "Palmyra Service Area", and.

WHEREAS, Manchester has surplus water and is willing to sell surplus water to Palmyra.

NOW THEREFORE, it is mutually covenanted and agreed as follows:

FIRST: Manchester hereby agrees to furnish surplus potable water under pressure in sufficient quantities to supply the Town of Palmyra south of the Barge Canal. Manchester shall notify the City of Canandaigua, the Canandaigua Farmington Water District and, the New York State Department of Environmental Conservation of the proposed expansion of the Water Service Area in the Town of Palmyra south of the Barge Canal and the estimated quantities of water to be allocated to the Palmyra Service Area.

SECOND: Palmyra hereby agrees to purchase surplus potable water under pressure to satisfy the water requirements of the Town of Palmyra south of the Barge Canal so long as Manchester is able to supply those needs and provide the operating pressure and standards sufficient to provide adequate fire flows in the area of the Town of Palmyra south of the Barge Canal.

THIRD: Manchester makes no guarantee as to the sufficiency of potable water furnished and shall not be held liable either to Palmyra or to any residence thereof in said area for loss or damage from deficiency or failure of water supply whether caused by shutting off the water in the case of an accident, repairs, alternation or any cause whatsoever. In the event the water supply is interrupted or reduced, Manchester agrees to restore service as soon as it can reasonably do so, but under no circumstances shall Manchester be liable in damages for any such interruption of water supply. In the event that because of an occurrence under this paragraph, Manchester would have a claim against a third party, then in that event, Manchester agrees to cooperate with Palmyra if Palmyra would have a similar claim against the same third party.

FORTH: Both parties understand that Manchester receives its waiver from the City of Canandaigua through the Canandaigua Farmington Water District. In the event that because of regulations or needs of Manchester's sources of water supply this Agreement may have to be altered or terminated, Manchester agrees to give as much notice as is possible.

FIFTH: Palmyra will continue to be responsible for causing to be prepared and submitted any and all lists and reports of water potability to the extent required by the New York State Department of Health. Manchester will cooperate in submitting samples required for the State Health Department for water purchased by Palmyra from Manchester without cost to Palmyra.

SIXTH: Palmyra agrees to construct a meter vault and install a master meter at its own expense on the town line along Route 21 to meter the water purchased from Manchester. The master meter shall be maintained by Palmyra. Palmyra shall cause the master meter to be tested and calibrated not less often than every two (2) years by the operators of the Palmyra system. The results of all tests shall be provided to Manchester. Palmyra shall periodically check the master meter against the metered water delivered to consumers in Palmyra.

SEVENTH: Palmyra shall pay Manchester for all water consumed within thirty (30) days of receipt of a water bill.

EIGHTH: Manchester shall sell water to Palmyra at a wholesale rate to be computed as follows:

A) The wholesale rate charged to Manchester by the City of Canandaigua plus the transmission rate from the Canandaigua Farmington Water District. (The current rate is \$1.99 per thousand gallons) The parties understand that in the event the City of Canandaigua water system or the Canandaigua Farmington Water District require capital improvements to enable an increase in the supply and/or delivery capabilities as provided in the contract between Manchester and the City of Canandaigua and/or Manchester and the Canandaigua Farmington Water District, the incremented cost of water to Manchester will be recognized in the future wholesale cost of water to Manchester and will impact the cost to Palmyra under this contract.

B) plus A recognized. "unaccounted for" loss factor of 10% of the water sold at the master meter. (The current charge using (a) and (b) would result in a current charge of \$2.19 per thousand gallons.)

C) plus The parties agree that Manchester will be constructing a storage facility within its Central District, which facility when constructed would also benefit the Palmyra Service

**MTN TO ADD
ACO
COMPUTER
REPLACEMENT
TO AGENDA**

Area. It is agreed that once the storage facility is operating, the cost of water to the Palmyra Service Area will be increased by the addition of a "storage facility charge". The amortization costs of the net Local cost (total proposed cost minus state and federal grants) of the total capital expense for the facility divided by the aggregate of total water sold in Manchester Water Service Area as supplied. from the City of Canandaigua as it relates to the total water sold to Palmyra at the master meter. The surcharge will be computed and added to the Palmyra Wholesale rate computed as above.

D) plus Both parties recognize that on occasion there may be an emergency requiring the use of surplus water from either municipality which is not metered.. In the event of such an emergency, the parties shall calculate the amount of water used. The water calculated will be multiplied by the Current wholesale rate charged in the municipality that furnished the water. The charges so computed will be paid. with the next bill.

NINTH: The parties agree that one or more facilities serviced and/or operated by the Church of Jesus Christ of Latter Day Saints, on Manchester Parcel Tax ID #2.00-1-1.120 will be provided water service from the Palmyra water distribution system. These facilities will be served as retail customers of the Palmyra network and. bills will be rendered to Manchester for service to these facilities.

**MTN TO APPRV
ACO
COMPUTER
REPLACEMENT**

TENTH: The terms of this Agreement shall be for ten (10) years commencing with the first day that water will be purchased by Palmyra from Manchester as metered. pursuant to this Agreement, This Agreement shall thereafter be automatically renewed for successive additional periods of ten (10) years each. In the event that either party notifies the other of proposed changes on this Agreement in writing other than changes in rates, the notification shall be at least ninety (90) days prior to the anniversary date in any renewal year.

ELEVENTH: Any change in the water rates may be communicated on ninety (90) days written notice before the billing period in which the increased water rate will take effect.

TWELFTH: Palmyra shall have the right to withdraw from the Agreement if the Village of Palmyra and its supplier provide improvement to the Village of Palmyra system to provide adequate pressured and fire flows in the Palmyra Service Area.

THIRTEENTH: Any disputes arising from this Agreement or any further Agreements shall be submitted to arbitration pursuant to the prevailing rules of the American Arbitration Association or its successor.

Seconded by: Michael Lambrix

Carried: Unanimously

5. ACO Computer replacement

David Nussbaumer moved to add this item to the agenda.

Seconded by: Lynne Green

Carried : Unanimously

Cathy Contant, Computer Programs Administrator, reported to the Board that the Animal Control Officer would lose access to the dogs database when the Town Clerk's office switches over to the Year 2000 compliant version of the Town Clerk computer software, projected for September 1. The ACO is using an old computer that is not upgradeable to the operating system

required by the new Town Clerk software. After research into system options, she recommended a new Dell computer to replace the old one, which will be declared surplus and sold. David Nussbaumer made a motion to approve purchase of a new Dell computer for the ACO out of his equipment fund at a cost not to exceed \$1100.00.

Seconded by: Michael Lambrix Carried: Unanimously

Following a review of the claims and expenditures, David Nussbaumer moved to approve payment of the expenditures as shown on Abstract #8 with totals as follows:

| <u>Account</u> | <u>Invoice #</u> | <u>Amount</u> |
|-----------------|------------------|---------------|
| General | 260-293 | \$ 5,267.37 |
| Part Town | 132-144 | \$ 962.74 |
| DA Highway | 236-253 | \$ 4,580.50 |
| DB Highway | 53-61 | \$ 4,524.42 |
| HW Tank Project | 12-13 | \$ 4,290.00 |

Seconded by: Lynne Green Carried: Unanimously

Michael Lambrix moved to adjourn this meeting of the Town Board at 9:00 PM.

**MOTION
TO
ADJOURN**

Seconded by: David Nussbaumer Carried: Unanimously

Respectfully submitted,

Catherine C. Contant
Deputy Town Clerk