

**REGULAR MEETING OF THE TOWN BOARD  
PALMYRA TOWN HALL  
July 25, 2019**

At 7:00 p.m., Supervisor Kenneth Miller called to order the Town Board meeting, scheduled for Thursday, July 25, 2019, at the Palmyra Town Hall, 1180 Canandaigua Rd, Palmyra, New York.

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

Upon roll call, the following Board members were present:

Kenneth Miller, Supervisor  
James Welch, Deputy Supervisor  
Michael Lambrix, Councilman  
Brad Cook, Councilman  
Todd Pipitone, Councilman

Motion was made by Mike Lambrix to approve the minutes of the regular Town Board meeting which took place on June 27, 2019.

Second: Brad Cook

Vote: 3 Ayes. Carried

Todd Pipitone abstained as he had been absent from that meeting.

**ATTENDANCE**

Also attending was: Marc Carrier, Kathy Hill, Jim Lester, Casey Carpenter (Times), Neil Gates, Assessor Joan Gates, Richard Hagar, Nancy Hagar, Highway Superintendent Mike Boesel, and Robert Kelsch (Sun& Record).

**HEARING**

There was no official hearing this evening.

**COMMUNICATIONS RECEIVED**

The Supervisor received a press release announcing that Fingerlakes Ambulance and Mercy Flight Inc. have reached a consulting agreement. Fingerlakes Ambulance stated that they “look forward to enhancing its lifesaving service with the assistance of Mercy Flight as it’s supportive

consultant". Mr. Miller had previously met with Mike Catalano (EMS Advisory Committee), Jason (?) FLA 2<sup>nd</sup> in Command, and Kathleen Greeley (Interim administrator) from Fingerlakes Ambulance to discuss this business administrative partnership.

The Town Clerk shared that Palmyra resident, Linda S. Tome, member of local American Legion Auxiliary (ALA) James Hickey Unit #120 was elected President of the NYS American Legion Auxiliary at the 2019 Annual Convention held in Buffalo on Saturday July 20, 2019. Alarmed by the statistics regarding veterans' suicides, she has chosen to raise funds to support Stop Soldier Suicide, a not-for-profit organization which aims to support soldier (service member and veteran) suicide.

Laurel House Comfort Care Home, a non-profit home for those with three months or less to live, sent a letter introducing their new director, Danielle Barber, RN. They are asking the community to help spread the word of their services, and invited the public to contact them at any time at 315-573-7028.

#### **PUBLIC INPUT**

None at this time

#### **INFORMATIONAL ITEMS**

**1. Mike Catalano:** EMS Advisory Board was unable to attend this evening, but had reported to Mr. Miller that there was no EMS meeting in July. Mr. Miller continued that we had never received a signed copy from previous FLA Director Beers, and that we would be signing a new contract this evening with slight changes to the contract, which is below.

#### **REPORTS OF STANDING COMMITTEES**

**Supervision---Animal Control, Historian, Finance: Kenneth Miller, Chairman**

**1. Any Update regarding the Old Palmyra Landfill:** There are no further updates at this time. We are still waiting to receive a completed (signed) consent form from the DEC.

**2. Canal Corporation- Earthen Embankment Integrity Program:** This information was emailed to the board on July 12, 2019. The NYS Power Authority plans to "implement a comprehensive canal system Earthen Embankment Integrity Program to restore, maintain, and manage the

integrity of the earthen embankments within the NYS Canal System". This evening there will be a vote to approve the NYSCC designation as SEQRA lead agent for this project, and accept the Full Environmental Assessment form as provided. **(FILED IN CONTRACTS AND AGREEMENTS)**

**3. New York Power Authority Communications Backbone Execution Plan:**

The NYPA has developed a Communications Backbone Execution Plan for Western to Central/ Southern New York, to protect the Security of its telecommunications systems. The Town Clerk was given the entire plan and SEQRA today, and will make this packet. **(FILED IN CONTRACTS AND AGREEMENTS)**

**4. Fingerlakes Ambulance:** Updated contract and further clarification in terms (below). The only portions that changed are bold and *italicized*. Also, there will be discussion to include possible FLA rental of space at Town Hall for vehicles.

**Agreement: Town of Palmyra  
and Finger Lakes Ambulance**

**THIS AGREEMENT**, between the Town of Palmyra NY, having its principal place of business at 1180 Canandaigua Rd, Palmyra NY 14522 (hereinafter referred to as "the Town") and Finger Lakes Ambulance having its principal place of business at 14 Crane Street Clifton Springs, NY 14432 (hereinafter referred to as "FLA").

**GENERAL PROVISIONS**

1. **Statement of Purpose:** The parties hereto mutually agree that the purpose of this Agreement is to effectuate and to encourage the furnishing of modern, expeditious and reliable professional emergency ambulance services within the Town.
2. **Representation of FLA Ambulance:** FLA hereby represents that it possesses the equipment, personnel and expertise to execute the terms and conditions of this Agreement, and that the work and services required pursuant to this Agreement are of such a nature that the scope of the services contained in this Agreement may not specifically delineate all those requirements which shall become reasonably necessary to the effectuation of this Agreement over a period of years. FLA therefore, hereby agrees to provide the necessary technical expertise and equipment to reasonably provide for the emergency ambulance service needs to the Town throughout the term of this Agreement.

**SPECIFICATIONS**

3. **Authorization Certificate:**
  - a. FLA shall maintain in effect a certificate from the State of New York Department of Health pursuant to Article 30 of the Public Health Law of the State of New York. FLA shall demonstrate to the satisfaction to the Town that such a certificate is in effect at the time of the execution of this Agreement,

and FLA shall renew such certificate as required throughout the term of this Agreement.

- b. FLA shall, during the term of this Agreement, operate an emergency ambulance service to the reasonable satisfaction of the Town, which shall conform in all material respects to, or exceed, the New York State Public Health Law and Emergency Medical Services Code, 10 NYCRR Part 800.

4. **Scope of Services:**

- a) **Emergency Ambulance Service:** FLA shall furnish prompt and efficient **ALS** emergency ambulance service for calls for sick or injured persons of the Town. "Emergency Ambulance Service", when used in this Agreement, shall include the transport of sick, disabled or injured persons to hospitals and the provision of initial emergency medical assistance to such persons. All such services shall be provided in accordance with all laws, ordinances, rules and regulations applicable thereto, including the New York State Emergency Medical Services Code, the protocols as they exist or as they may be established by the Finger Lakes Regional Emergency Medical Advisory Council (REMAC) or the Regional EMS Medical Director, or other applicable protocols.

- i) **Basic Life Support Services:** FLA basic life support units shall be staffed by minimum of (2) personnel, at least one of who will be certified at the NY State Emergency Medical Technician level or higher.

- ii) **Advanced Life Support Service:**

- (1) All FLA vehicles providing Advanced Life Support pursuant to this contract shall be staffed by a minimum of 2 personnel, at least one of who will be certified at the NYS Paramedic or NYS EMT-Critical Care level.
- (2) All FLA ALS intercept vehicles shall be staffed by at least one (1) EMS provider certified at the NYS Paramedic or NYS EMT-Critical Care level.
- (3) Responding FLA advanced life support personnel shall be cleared to practice independently by the FLA Medical Director, and authorized to provide ALS Service in the Finger Lakes Regional EMS System.

- b) **Emergency or Fire Scene Stand-by Service:** FLA will provide stand-by service at various emergency scenes and work with the town and incident commander. Such service shall include the continued availability at the scene of at least one (1) ambulance capable of providing services until released by the highest ranking officer at the scene.

- i) FLA shall operate within the Incident Command System (ICS) and/or NIMS adopted by the Town or Fire District, and FLA transport units shall fall under the command of the appropriate

district officer or Incident Commander while responding to and operating at any event within the Fire District.

- ii) FLA shall not charge the Town or Fire District for these standby services but may charge the property owner or responsible party of the site of any such emergency.

- c) **Records:** FLA shall maintain appropriate records, reasonable satisfactory to the Town, providing complete details regarding all emergency ambulance service calls under this Agreement, including the time and receipt of the call, type of call, the site of the emergency, the time at which the unit arrives at the scene of the incident or the time of cancellation of the request, time of departure from the site and time of arrival at the hospital, and the disposition of the call, services rendered and billing to any party for said call. Such records shall be available for inspection by the Town on request, subject to patient confidentiality limits prescribed in section 800.15 of the New York State Emergency Medical Services Code and in compliance with the Healthcare Insurance Portability and Accountability Act (HIPAA). The Town acknowledges that FLA cannot legally furnish any information to the Town that could identify any specific patient including the possibility of withholding specific address of any call for service.

5. **Vehicles and Equipment:**

- a. All ambulances of FLA shall be certified by the NYS Department of Health Bureau of Emergency Medical Services and Trauma Service. In addition, all vehicles shall be compliant with Article 30 of the NY State Public Health Law and Part 800 of the NY State Public Health Code (detail below).
- b. FLA shall maintain liability insurance in the amount of at least \$1,000,000.00 per person, \$2,000,000.00 combined single limit for bodily injury, \$5,000,000.00 umbrella coverage for each occurrence. The Town shall be named as additionally insured upon the execution of this contract.
- c. FLA shall ensure the availability and functionality of all equipment required for patient care, support of emergency medical service operations, or any other reasonably anticipated patient needs.
- d. FLA shall ensure that its entire emergency medical service vehicle fleet meets the New York State Department of Motor Vehicles safety inspection and registration requirements

6. **Personnel:**

- a. FLA shall have sufficient number of trained personnel to perform the services pursuant to this Agreement on a twenty-four (24) hour basis. All employees must

meet all applicable professional qualifications as prescribed by the State during the term of this Agreement.

b. FLA shall have a formal process for orientation of the new employees to the applicable policies and procedures of the company and to the applicable provisions of the agreement for service with the Town.

c. FLA shall have a formal process for continuing education, remedial instruction and in-service training of employees, including training and re-certifications for the appropriate level of hazardous materials response.

d. FLA upon request of the Town shall make available the following information for employees who will be providing service under this contract:

i. List of current employees and, as appropriate, their medical certification and/or drivers

license expiration date.

ii. Current work schedule.

iii. Current orientation curriculum and training policy.

e. FLA shall participate in the REMAC Quality Assurance/Quality Improvement Program and shall have and maintain their own program.

**7. Response Time Standards:** The maximum response time shall not be greater than time limits defined below for 90% of all responses in the Town:

***a. EMD Determinate "Echo": 10 Minutes – ALS Ambulance***

***EMD Determinate "Delta": 10 Minutes – ALS Ambulance***

***EMD Determinate "Charlie": 15 Minutes – ALS Ambulance***

***EMD Determinate "Bravo": 20 Minutes – BLS Ambulance***

***EMD Determinate "Alpha" of "Omega": 25 Minutes – BLS Ambulance***

b. FLA will "Back Fill" the Town of Palmyra with another staffed ambulance within ~~+~~60 Minutes of the primary unit deploying on a call. If FLA does not have the resources readily available to "back fill", FLA will request Wayne County 911 to set another ambulance service on "standby" to cover the Town of Palmyra.

c. Mutual Aid: If FLA anticipates that any response in normal weather conditions will exceed the times listed in paragraph "a" of this section, FLA will request a Mutual Aid service to be dispatched by Wayne County 911.

d. All response times shall be measured or calculated as the time elapsed between (1) the time at which a request for service is received by FLA from the Wayne County 911 Center and the time at which the ambulance arrives at the scene of the incident.

e. Should FLA already be in route to a call for service in the Town of Palmyra and FLA receives a second call, FLA shall triage both calls to determine if the ambulance in route to the initial call should be rerouted to the second call based on resources and nature of call.

f. FLA shall provide to the Town on a monthly basis a report summarizing FLA response time performance for the proceeding period. Such a report shall be submitted within fifteen (15) calendar days after the end of the previous month.

**8. Dispatch and Notification:**

a. The Town and FLA shall work together to ensure all requests for service are received by FLA from the Wayne County 911 center.

b. FLA shall have and maintain appropriate communications equipment in all ambulances and in all dispatching stations to perform the services described in this Agreement. At a minimum, FLA shall have and maintain the following communications capabilities.

- i. Direct radio communication with Wayne County 911 Center.
- ii. Two-way radio communication on a special emergency radio service band having ninety-five percent (95%) transmit and receive coverage between the FLA dispatching center and all ambulances or equivalent equipment.

c. FLA shall have and maintain the necessary redundancies in its communications system to ensure continuous communication capabilities.

**9. Mutual Aid Agreement:** FLA shall maintain agreements with all mutual aid ambulance services to meet specifications with all insurance regulations, Medicare regulations, and NY State Department of Health requirements.

**10. Terms of Agreement:** This agreement shall commence on the Effective Date and shall continue in effect until terminated pursuant to the terms of this Agreement. This Agreement may be terminated:

- a. At any time by mutual agreement between Towns and FLA; or
- b. Immediately and without notice in the event that FLA is no longer licensed or authorized by government regulatory agencies to perform its responsibilities under this Agreement; or
- c. By either party upon not less than ten (10) days prior to written notice to the other party in the event:

- i. Of a material breach of this Agreement by the other party i.e. if either party shall fail to perform any material obligation or provision of this Agreement and such breach is not remedied within ten (10) days after receipt by one party from the other party of written notice; or

- ii. The enactment of any federal, state, or local law or regulation or written interpretation of any law or regulation by a court or government agency materially effects the method or amount of reimbursement or any other material provision of this Agreement, or

- d. By either party without cause, upon not less than thirty (30) days prior written notice of termination to the other party.

**11. Rates for Service:**

- a. No charge will be made to the Town or expense incurred by the Town in connection with FLA's performance of any of the ambulance services described in the Agreement excepting for normal and customary charges for direct ambulance service provided to a Town employee who receives ambulance service covered under workers compensation insurance.

- b. Persons utilizing the services of FLA shall be responsible for payment on a fee-for-service basis. The fees charged by FLA shall be set forth in the fee schedule which shall be provided to the Town.

**ADDITIONAL LEGAL PROVISIONS**

**12. Prohibition against Assignment:** FLA is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement without the express written consent of the Town.

**13. Indemnification:**

- a. FLA hereby agrees to defend, indemnify and hold harmless the Town against any and all liability, loss, damage, suit, charge, attorney's fees and expenses of whatever kind or nature which the Town may directly or indirectly incur, or be required to pay by reason

or in consequence of the intentionally wrongful or negligent and or omission of FLA its agents, employees or contractors. If a claim or action is made or brought against the Town and for which FLA may be responsible hereunder in whole or part, the FLA shall be notified and shall handle or participate in the defense of such matter.

b. The Town hereby agrees to defend, indemnify and save harmless FLA against any and all liability, loss, damage, suit, charge, attorney's fees and expenses of whatever kind or nature which FLA may directly or indirectly incur, or be required to pay by reason or in consequence of the intentionally wrongful or negligent and or omission of the Town, its agents, employees or contractors. If a claim or action is made or brought against FLA for which the Town may be responsible hereunder in whole or part, then the Town shall be notified and shall handle or participate in the defense of such matter.

**14. Non-Discrimination:** The parties shall comply with Titles VI and VII of the Civil Rights Act of 1964, 503 and 504 of the Rehabilitation Act of 1973, and all requirements imposed by or pursuant to the regulations of the Department of Health and Human Services issued pursuant to these Acts. The parties shall not discriminate or otherwise violate any Federal, State, or local anti-discrimination law or regulation in the performance of services under this Agreement.

**15. Excluded Provider:**

a. The Town represents that to its actual knowledge, the Town has not been convicted of a crime related to healthcare, and is currently not listed by a federal agency as debarred, excluded or otherwise ineligible to participate in federal health care programs. Should the Town obtain actual knowledge that would invalidate the representations contained herein, the Town shall immediately notify the FLA after obtaining such knowledge and/or notice that it is an excluded provider.

b. FLA represents that it has not been convicted of a crime related to healthcare, and is not currently listed by a federal agency as debarred, excluded or otherwise ineligible to participate in federal health care programs. Should FLA obtain actual knowledge that would invalidate the representations contained herein, FLA shall immediately notify the Town after it receives notice it is an excluded provider. For the purposes of this section, the term "excluded provider" shall mean FLA's parent, principals, shareholders, directors, and officers (including subcontractors and employees).

**16. Access to Books and Records:** To the extent the value of services furnished under this Agreement, or a subcontract of this Agreement, exceed \$10,000 over a 12-month period, each party will make available to the Secretary of the Department of Health and Human Services, the Comptroller General, or their authorized representatives, a copy of this Agreement and such books, documents and records that are necessary to certify the nature and extent of costs incurred by such party under this Agreement for a period of four years after the furnishing of services. Each party agrees to notify the other party within 3 days of the nature and scope of any request for access and to provide, or make available any copies of books, records, or documents proposed to be provided. Any disclosure under this paragraph shall not be construed as a waiver of any other legal rights to which such party may be entitled.

**17. Independent Contractor Relationship:** It is mutually understood and agreed that in the performance of duties and obligations of the parties to this Agreement, each party is a separate and independent contractor. Neither party is the principal agent, nor shall be a representative of the other and neither has any direct control over the manner in which the other performs its services and functions.

**18. Confidentiality of Proprietary Information:** The Town acknowledges that in the course of performing this Agreement, it will become aware of information concerning business practices, customer practices, and clients. The Town agrees that the Town and its



employees, agents, successors and assigns shall not disclose such information to any person without written consent of FLA except for the Town's internal use as reasonably necessary to perform this Agreement. The Town also agrees that only those agents and employees of the Town who has a need to know any such information to perform their duties in connection with this Agreement will be provided with such information, and then only with those portions of such information as are reasonably necessary to the performance of their jobs. Further, the Town agrees to instruct such agents and employees not to disclose such information to any unauthorized persons or business entities.

**19. Confidentiality:** The Town shall ensure that Protected Health Information shall be kept confidential and shall not be disclosed except as required by law. The Town will be required to sign a Business Associate Agreement related to Protected Health Information.

**20. Assignment/ Notices/Severability/Wavers:** Neither party may assign this Agreement without the prior written consent of the other party. All notices, requests, demands and any other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly delivered or sent by certified mail, postage prepaid, to the parties at the address stated above, or any other address designated by the parties. If any provision of the Agreement is found to be invalid or unenforceable, such provision shall be deemed stricken from this Agreement and the remainder of this Agreement shall retain full force and effect. The parties shall negotiate in good faith to amend the Agreement to replace any provision deemed to be invalid or unenforceable with a valid and enforceable provision which, as nearly as possible, accomplishes their original objectives of the parties. One or more waivers by either party of a breach of this Agreement by the other party shall not be construed as a waiver of other breaches of this Agreement.

## **Human Services: Town Clerk, Archives, and Town Hall Facility - Councilman Bradley Cook**

### **1. Town Clerk Report for July:**

#### **TOWN CLERK OFFICE** **REPORT TO THE BOARD** **July 2019**

The Hill Cumorah Pageant cast visited the Town Hall on July 16th, and did an amazing job once again thoroughly cleaning indoors (things that aren't done on a regular basis like mopping gymnasium floor, washing window screens, cleaning all woodwork, etc), washing the town hall sign and light posts, and weeding the curbs around the property. A thank you note on behalf of the town was already sent to them. We hope to see them again next year, which will be the final year of the Pageant!

Through dog licensing in June, we sold 93 licenses totaling \$718.00, misc sales, EZ Passes (sales for these are up this year!), marriage licenses, hunting/fishing, code enforcement (including escrow deposits), vital record requests, FOIL requests etc- added an additional \$3,265.20. Total check disbursements for the month of June were \$3,983.20.

The Code Enforcement Officer has asked if Julie Hartman can work in their office on Tuesdays as Dan Wooden is retiring. I am happy to work with that, but as we are already sometimes short handed (since the position for a part time, on call person was eliminated from my budget for this year), I ask that Julie work there on Tuesdays and that my office is staffed first during busy times. The CEO has agreed that would work for that office as well.

We are beginning to gear up for a busy next few months! It was nice playing catch up, but I have already been coordinating tax figures', banking lists, and forms between the county, assessors, and the school district. August 1<sup>st</sup> we begin selling our hunting licenses, and by September 1<sup>st</sup> we begin collecting school taxes.

**2. Building Update:** Work on the southwest portion of the roof has been completed. Even with the huge amount of rain we have had, there no longer seems to be any issue. A couple of bats were seen by the adult Pageant cast workers near the attic door on the stage.

**3. Estimates for Sealing Town Hall Parking Lot:** Two estimates were received for sealing the Town Hall Parking lot. One estimate is from Super Seal Sealcoating LLC for \$6,960.00 and one from Jake & Sons Sealcoating for \$6,680.00. This budgeted item is on the agenda for approval later. Mr. Cook will also be discussing making the parking spots wider to accommodate the numerous trucks that the public drive in our area.

## **Public Works: Highway Department, Equipment and Facilities - Councilman James Welch**

### **1. Highway Department report for July:**

#### **Highway Superintendent Report For Town Board Meeting 7/25/19**

Since the 6/27/19 Town Board meeting we have completed the following work:

- Brushmowing/Tree work –Quaker Road
- Hauling – various stone for several projects and spoil material from shop
- Wedging – Walker Road, Quaker Road
- Chipsealing – Jeffery Road, Schilling Road
- Inter-municipal Assistance
  - 7/11/19 5 Williamson trucks to assist Pal Hwy with hauling material
  - 7/12/19 4 Williamson trucks to assist Pal Hwy with surface treating on Jeffery
  - 7/12/19 1 WC Hwy roller to assist Pal Hwy with surface treating
  - 7/19/19 3 Williamson trucks to assist Pal Hwy with surface treating on Schilling
  - 7/23/19 1 Macedon excavator w/operator to assist Pal Hwy w/culvert excavation
- **Summer Road Work** - We recently chipsealed 3.5 miles of our Town Roads. These included Jeffery and half of Schilling Road. Tomorrow we are chipsealing another 1.74 miles on Quaker, Daansen and Hanagan. In the next couple weeks, we are intending to pave on Walker Road.

- **Faas Road Culvert Repair** – Last month we had a failure on our 48” culvert on Faas Road. WC Hwy assisted with some quick survey and design assistance and submittal to DEC for an Emergency Permit due to proximity to wetlands. This past week, with assistance from Macedon Hwy, we replaced the old culverts with a 52”x77” pipe.
- **Bridges (NY Rt.21 and Galloway)** – I met this morning with DOT reps and Villager Construction at the Rt.21 Bridge to discuss and coordinate final paving of the bridge. We are going to assist during the milling process with a truck and sweeper. This work is intended for the first week of August. The Galloway Rd Canal Bridge closed on 7/15/19 for the remainder of this year as they make extensive repairs. It is not expected to re-open until next February.
- **Schilling/Desmith Detour** – WC Highway will be starting a project in Marion on Mill Street that will require a detour route utilizing our Desmith Road and the north end of Schilling Road back to Rt.21. This detour will start next week and last approximately 3 months.
- **Hogback Hill Drainage Issue** – At the last TB meeting we updated the TB regarding an ongoing drainage issue on Hogback Hill Road involving several properties. WC Hwy and I had an onsite meeting this past week with the 2 homeowners who receive all the stormwater discharged onto their properties (Chris McPherson and Dan Nichols). WC Hwy is going to prepare a permit application to DEC showing a proposed new drainage easement and swale between the properties. We are not going to proceed any further until we have additional DEC input on the proposal.

Any questions, comments or concerns I will be glad to answer.

Mr. Boesel further commented on the upcoming Galloway Bridge closing, and the board asked whether or not the schools had been notified. Mr. Boesel stated that not only the schools had been notified, but all emergency responders as well.

**2. Hanley Road Encroachment:** Mr. Boesel explained that the very small encroachment of the building into Hanley Road will be handled as had been with the encroachment on East St last year. If anything were to happen to the building it would not be made larger or rebuilt to obstruct the road. This was a sale that prompted this. Mr. Miller stated that any costs associated with this would not be paid for by the town. The town clerk further explained that though she had not yet seen the agreement, tonight’s approval would only be to allow the supervisor to sign after our town lawyer approves the agreement.

**3. Old Route 31 (NYSEG work permit):** In the past years, Mr. Boesel has alerted the board of any projects and work permits, and wanted to continue to do so with this gas main project. He explained that we have just a small stretch of Old Rt 31 that belongs to Palmyra (Manchester usually plows it for us), and that the plan was to bore under it and up on the other side as pictured on the map (**ATTACHMENT A**). This is an upgrade of the existing gas main, and not a new project.

**Town Development: IT & Phones, Fire Protection Contracts, and Strategic Plans - Councilman Todd Pipitone**

Mr. Pipitone had no new information to report this evening. Supervisor Miller alerted the board that we need to change email servers (our current company will no longer be supporting e-mail), and that he had met with a couple of providers to review cost and services available. After discussion, the board was in agreement that it is probably best to use Integrated Systems as they already provide IT service for us.

**Government Operations: Assessor, Youth & Aging, Code Enforcement/ Planning Board, and Justices - Councilman Michael Lambrix**

**1. Assessor's Office Report for July:**

**REPORT TO THE TOWN BOARD  
FROM THE ASSESSOR'S OFFICE  
JULY 19, 2019**

The Final Roll has been filed with the Town Clerks office before July 1<sup>st</sup> as prescribed by law. Property owners who filed a grievance with the Board of Assessment Review have until July 30, 2019 to file a small claims application against the Town or an Article 7 if the property is commercial or the home owner does not live on that property. As of today, we have two (2) small claims application filed against Palmyra that I am aware of.

Last week I attend the Seminar on Appraising put on by the NYSAA (New York State Assessor's Association). I took the Red Flag to property Defects & the Effects on Value class. It provided a lot of good information about the things to look out for when valuing properties.

We will be submitting a backup to the County by Friday August 2<sup>nd</sup> for the school tax purposes. I will be out of the office that day taking my Ethics course (all assessors are required to take this within one year of reappointment).

As always, if you have any questions or concerns, I can be contacted in my office most days.

The Assessor was in attendance and commented that the assessments were now at 100%, and that next year she will be taking a look at land again. Of the 3,500 parcels that were re-assessed, there were only 51 complaints that went to the board of assessment review in May.

Mr. Lambrix complimented the assessor for a job well done.

**2. Code Enforcement/Zoning Office Report- July:** Code Enforcement Officer Pat Sheridan submitted a report to the Board Members that included a list of building permits and certificates of compliance for June 22, 2019 thru July, 2019. Councilman Lambrix invited all to read it at their leisure.

**3. Code Enforcement Clerk Retiring:** Dan Wooden will be retiring at the end of September, and the Code Enforcement officer is looking to have Julie Hartman from the Town Clerks office work on Tuesdays for six hours. The Town clerk is ok with this as long as staffing her office during tax seasons, meetings, and vacation times are covered first.

**3. Minutes from Zoning Board Meeting from July 11, 2019:** Minutes from the Zoning Board Meeting from June 11, 2019 were shared with the board.

**4. Minutes from Planning Board Meeting from July 8, 2019:** Minutes from the Planning Board Meeting from July 8, 2019 were shared with the board.

## AGENDA ITEMS

**1. Approve: Approve the NYSCC designation as SEQRA lead agent for the Earthen Embankment Integrity Program, and accept the Full Environmental Assessment form:** Mike Lambrix made the motion to accept and allow supervisor to sign the NYSCC designation as SEQRA lead agent for the Earthen Embankment Integrity Program, and accept the Full Environmental Assessment form as provided.

Second: Jim Welch

Vote: 4 Ayes. Carried

**2. Approve: Approve Supervisor to Execute Agreement with owner of property on Hanley Rd:** Mike Lambrix made the motion to authorize supervisor to execute agreement with owner of Hanley Rd property, re: encroachment of building, with attorney approval. The building will be allowed to continue to exist, but not expand in footprint, and if removed then be rebuilt outside the right of way.

Second: Todd Pipitone                      Vote: 4 Ayes. Carried

**3. Approve: Approve the New York Power Authority (NYPA) designation as SEQRA lead agent for the Communications Backbone Execution Plan, and accept the Full Environmental Assessment form:** Todd Pipitone made the motion to accept and allow supervisor to sign the NYPA designation as SEQRA lead agent for the Communications Backbone Execution Plan, and accept the Full Environmental Assessment form as provided.

Second: Mike Lambrix                      Vote: 4 Ayes. Carried

**4. Approve: Approve Supervisor to sign updated contract with Finger Lakes Ambulance:** Todd Pipitone made the motion to approve Supervisor to sign the updated contract with Fingerlakes Ambulance, as written above.

Second: Brad Cook                      Vote: 4 Ayes. Carried

**5. Approve: Approve Jake & Sons Sealcoating to seal Town Hall Parking Lot:** Brad Cook made the motion to approve Jake & Sons Sealcoating to edge, clean & prep area, and apply tar asphalt sealer by hand on 51,080.50 square feet of parking lot at the Palmyra Town Hall, not to exceed \$6,680.00. Mr. Cook will call for Town Hall schedule and plan for work to be done on the weekend.

Second: Mike Lambrix                      Vote: 4 Ayes. Carried

**Motion to approve claims and expenditures:** Mike Lambrix made the motion to approve claims and expenditures for the month of July 2019, Vouchers #670 thru #749 totaling \$74,669.12.

Second: Jim Welch                      Vote: 4 Ayes. Carried

**Adjourn Meeting:** At 7:30 PM, Jim Welch made the motion to adjourn the meeting.

Second: Mike Lambrix

Vote: 4 Ayes. Carried

Respectfully submitted,

Irene Unterborn  
Town Clerk

**ATTACHMENT A            OLD ROUTE 31 (NYSEG WORK PERMIT) FOR  
GASLINE UPDATE (MAP)**

**REGULAR TOWN BOARD MEETING**  
**THURSDAY AUGUST 22, 2019**  
**7:00 PM - PALMYRA TOWN HALL**