

**SPECIAL MEETING OF THE TOWN BOARD**

The Special Meeting of the Town Board, Town of Palmyra, scheduled to be held on Thursday, November 7, 2002, at the Palmyra Town Hall, 1180 Canandaigua Road, Palmyra, NY, was called to order at 7:30 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:

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

**ROLL CALL**

Town Board Member David Nussbaumer was absent.

Also present at this meeting:

- Nelson F. Cook, Superintendent of Highways
- Tracey Curry, *Courier-Journal*
- Julie Philipp, *Daily Messenger*

**AGENDA ITEMS**

- 1. Fire Protection Contract – Village of Palmyra

**RES: FIRE PROTECTION CONTRACTS WITH VILLAGE OF PALMYRA, EAST PALMYRA FIRE DEPT., AND PORT GIBSON FIRE DEPT. FOR 2003-2004**

Motion by Michael Lambrix to approve the Fire Protection Contracts with the Village of Palmyra, the East Palmyra Fire Department and the Port Gibson Fire Department as follows:

**CONTRACT FOR FIRE PROTECTION  
2003-2004  
TOWN OF PALMYRA WITH VILLAGE OF PALMYRA**

**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, 2002**; and

**WHEREAS**, this agreement supercedes such Agreement dated October 23, 1997; 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.

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 **Fifty-five Thousand Dollars (\$55,000.00)** for 2003 and **Fifty-seven thousand seven hundred fifty Dollars (\$57,750.00)** for 2004.

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.

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, 2004**.

8. That if the Village of Palmyra shall desire a change in the Fire Protection Contract for any year commencing after **December 31, 2002**, they shall notify the Town of Palmyra by August 20th of the year preceding the year in which they wish a change.

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

**THIS AGREEMENT** made this **7<sup>th</sup> day of November, 2002** 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

**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, 2002, and

**WHEREAS**, a public hearing was duly held as required by law at the **October 31, 2002** Town Board Meeting at Palmyra, New York, and at a meeting held on **November 7, 2002**, 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, 2003** and ends on the **31st day of December, 2004**.

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 **Thirty One Thousand Six Hundred Fourteen (\$31,614) Dollars for the calendar year 2003, and Thirty-four Thousand Four Hundred Fifty-Nine (\$34,459) Dollars for the calendar year 2004**, 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.

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.

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

THIS AGREEMENT made this **7th day of November, 2002**, 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.

**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, 2003**, and ends on the **31st day of December, 2004**.

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 **Four Thousand Eight Hundred (\$4,800) for each year of 2003 and 2004**, 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.

Second: Lynne Green

Carried: Unanimously

At 7:35 PM Supervisor Lyon suspended the Town Board meeting and declared open the Public Hearing on the 2003 Preliminary Budget for the Town of Palmyra to order.

**DECLARE  
PUBLIC HRG  
OPEN –  
PRELIMINARY  
2003 BUDGET**

The following were present at this public hearing:

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

Town Board Member David Nussbaumer was absent.

Also present at this meeting:

Nelson F. Cook, Superintendent of Highways  
Tracey Curry, *Courier-Journal*  
Julie Philipp, *Daily Messenger*

The Town Clerk read the Legal Notice as published in the Town's legal newspaper, the *Courier-Journal*:

**NOTICE IS HEREBY GIVEN**, that the Preliminary Budget of the Town of Palmyra for the fiscal year beginning January 2003 has been completed and filed in the Office of the Town Clerk, 1180 Canandaigua Road, Palmyra, where it is available for inspection by any interested persons at all reasonable 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 7<sup>th</sup> day of November, 2002. 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.

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)	\$ 19,600.00
Town Councilpersons (4)	\$ 12,000.00
Town Clerk	\$ 29,200.00
Superintendent of Highways	\$ 57,000.00
Budget Officer	\$ 604.00

Dated: September 27, 2002  
By Order of the Town Board  
Catherine C. Contant  
Town Clerk

Supervisor Lyon opened the floor for questions or comments. Julie Philipp of the Daily Messenger asked where the fund balance is listed in the budget. Supervisor Lyon replied the fund balance is not a part of the budget, but Ms. Philipp could get the balance from the bookkeeper. Ms. Philipp then asked about the sales tax revenue listed in the budget. Supervisor Lyon explained the Board had projected \$140,000 for sales tax revenue for 2003, which is lower than this year.

**DECLARE  
PRELIM 2003  
BUDGET HRG  
CLOSED**

Supervisor Lyon asked if there were any other questions or comments. There being none, he declared the Public Hearing closed at 7:40 PM.

**CALL BACK TO  
ORDER  
SPECIAL  
TOWN BOARD  
MTG**

Supervisor reconvened the Special Town Board meeting of the Palmyra Town Board at 7:40 PM.

**AGENDA ITEMS**

2. 2003 Preliminary Budget – Subject of Public Hearing

Councilman Michael Lambrix made a motion to adopt the Preliminary Budget as submitted as the final budget for the Town of Palmyra for 2003.

**MTN. TO  
ADOPT  
PRELIM.  
BUDGET AS  
FINAL 2003  
BUDGET**

Second: James Welch

Carried: Unanimously

Supervisor Lyon announced he received a letter from Rural Development advising the Town of preliminary funding approval on the water line project for Shilling, Lusk, Goldsmith and Garnsey Roads. This approval consists of 50% grant, and 50% long-term loan at 4.5%. The next steps include final engineering reports.

Michael Lambrix made a motion to adjourn this Special Meeting of the Town Board.

**MTN TO  
ADJOURN**

Second: James Welch

Carried: Unanimously

Respectfully submitted,

Catherine C. Contant  
Town Clerk