

**PUBLIC HEARING
GARNSEY-SHILLING AREA WATER DISTRICT**

The Public Hearing scheduled to be held on Thursday, December 26, 2002 at the Palmyra Town Hall, Palmyra, New York to consider the establishment of the Garnsey-Shilling Area Water District was called to order at 7:30 PM by Town Supervisor David Lyon.

**PUBLIC HRG –
GARNSEY-
SHILLING AREA
WATER DISTRICT**

Those present at this public hearing:

Town Board Members: David C. Lyon, Supervisor
Michael Lambrix, Councilmember
James Welch, Councilmember
Councilmember David Nussbaumer was absent; vacation

Also present at this public hearing:

David Doyle, MRB Group Inc.
Robert A. Grier, Code Enforcement Officer
Tracey Curry, *Courier-Journal*
Bill Mables, 3858 Goldsmith Road
Joe George, 2393 Shilling Road
Jeff & Donna Pieters, 2234 Shilling Road
Bill & Judy Lincoln, 944 Garnsey Road
Joe Burm, 800 Garnsey Road
Jane Henry, 800 Garnsey Road
Richard Loucks, 4007 Lusk Road
Mark & Kathy Hedges, 808 Garnsey Road
Judy George, Shilling Road
Frances Hiler, 1960 Shilling Road
Roy Hiler, 1960 Shilling Road
Beth Hoad, 4839 Whitbeck Road

Motion by Michael Lambrix to waive reading of the Legal Notice due to its length.

Second: James Welch

Carried: Unanimously

LEGAL NOTICE

**ORDER
TOWN BOARD SCHEDULING PUBLIC HEARING ON THE
ESTABLISHMENT OF GARNSEY-SHILLING AREA WATER DISTRICT**

A map, plan and report have been prepared in a manner and detail as determined by the Town Board of the Town of Palmyra, regarding the establishment of a proposed Garnsey-Shilling Area Water District in the northern area of the Town and certain parts of the southern area of the Town.

The map, plan and report have been filed in the Town Clerk's Office in the Town.

The map, plan and report were prepared by MRB Group, P.C., a competent engineer, licensed by the State of New York, showing the boundaries of the proposed Garnsey-Shilling Area Water District, a general plan of the water system and a report of the proposed methods of operation.

The map shows the course and distances and proposed size of the transmission lines, together with the location and a general description of all public works required, including lands and easements to be acquired.

The boundaries of the proposed district are all as shown on Schedule "A" attached hereto and made a part hereof.

The improvements proposed are as follows:

Installation of 24,650 feet of 8" watermain with hydrants, taps, valves, etc.

The proposed method of financing the costs of the improvement consists of the issuance of serial bonds of the Town to mature in annual installments over a period not exceeding 38 years, payable in the first instance from assessments levied on benefited real property in the proposed Garnsey-Shilling Area Water District.

The maximum amount proposed to be expended for the improvement and for the acquisition of the necessary lands and easements is \$739,500. The Town has received preliminary notice that it is eligible for a grant of \$360,000 so that the amount to be raised by serial bonds is \$379,500.

The proposed expense for the average single-family residence in the district is \$597 per year (includes average cost of water consumption). In addition, the average single-family residence shall pay an installation charge of \$1,250. All residences connected thereafter shall pay a connection charge as established by the Town from time to time.

The map, plan and report describing the improvement are on file in the Town Clerk's Office for public inspection.

This Board will hold a public hearing to consider the map, plan and report on December 26, 2002, at 7:30 P.M. at the Palmyra Town Hall, 1180 Canandaigua Road, Palmyra, NY.

This order shall take effect immediately.

Dated: December 3, 2002
By Order of the Town Board
Catherine C. Contant, Town Clerk

TDD 1-800-662-1220

This is an Equal Opportunity Program.

Discrimination is prohibited by Federal Law. Complaints of discrimination may be filed with the Secretary of Agriculture, USDA, Washington, DC 20250-0700

SCHEDULE "A"

DESCRIPTION
GARNSEY-SHILLING AREA WATER DISTRICT
PART A

ALL THAT TRACT OR PARCEL OF LAND, situate east of New York State Route 21 and north of North Creek Road in the Town of Palmyra, County of Wayne and State of New York bounded and described as follows:

COMMENCING at the intersection of the north line of the Central Water District with the centerline of Shilling Road; thence

- 1) easterly along the north line of the Central Water District 885' to a point which is the east line of tax map parcel no. 65112-00-789032; thence
- 2) northerly and parallel to the centerline of Shilling Road and 885' distant easterly therefrom to the southwest corner of tax map parcel no. 65112-00-870620; thence
- 3) along the south line of tax map parcel no. 65112-00-870620 and 65112-00-921630 to the southwest corner of tax map parcel no. 65112-00-921630; thence
- 4) northerly along the east line of tax map parcel no. 65112-00-921630 to the south line of tax map parcel no. 65112-00-958689; thence
- 5) easterly along the south line of tax map parcel nos. 65112-00-958689 and 66112-00-007690 and 66112-00-039673 to the southeast corner of said parcel; thence
- 6) northerly in a straight line to the centerline of Lusk Road; thence
- 7) easterly along the centerline of Lusk Road and crossing Harris Road to the south line of tax map parcel no. 66112-00-121751; thence
- 8) easterly along the south line of tax map parcel no. 66112-00-121751 to the southeast corner of said parcel and thence northerly along the east line of said tax map parcel to the northeast corner of said tax map parcel no. 66112-00-121751; thence westerly along the north line of said tax map parcel to the centerline of Harris Road; thence
- 9) northerly along the centerline of Harris Road to the northeast corner of tax map parcel no. 66112-00-022801; thence
- 10) westerly along the north line of tax map parcels nos. 66112-00-022801, 65112-00-977813 and through tax map parcel no. 65112-00-896996 to the northeast corner of tax map parcel 65112-00-863819 and continuing along the north line of said parcel to its northwest corner; thence
- 11) northerly along the east line of tax map parcel no. 65112-00-811885 and tax map parcel no. 65113-00-799041 to the northeast corner of the last tax map parcel; thence
- 12) westerly along the north line of tax map parcel no. 65113-00-799041 to its intersection with the centerline of Shilling Road; thence
- 13) southerly along the centerline of Shilling Road to its intersection with the north line of tax map parcel no. 65113-00-701034; thence
- 14) westerly along the north line of tax map parcel no. 65113-00-701034 and 65113-00-624041 to a point; thence
- 15) northwesterly at all times and 500' feet northerly of the centerline of Goldsmith Road to the point of intersection with the east line of the Central Water District; thence
- 16) southerly along the east line of the Central District crossing Goldsmith Road and continuing southerly to the southwest corner of tax map parcel no. 65113-00-488053; thence
- 17) easterly along the south line of tax map parcel no. 65113-00-488053 to the west line of tax map parcel no. 65112-00-548940;
- 18) thence southerly along the west line of tax map parcel no. 65112-00-548940 to the southwest corner of said premises; thence
- 19) easterly along the south line of tax map parcel no. 65112-00-548940 and continuing through tax map parcel no. 65112-00-630881 to the southwest corner of tax map parcel no. 65112-00-663947 and continuing along said south line of the last parcel until it intersects the west line of tax map parcel no. 65112-00-704878; thence
- 20) southerly along the west line of tax map parcel no. 65112-00-704878 and 65112-00-701757 and through tax map parcel no. 65112-00-601614 and 65112-00-519500 to the northwest corner of 65112-00-711445; thence

- 21) southerly along the west line of tax map parcel no. 65112-00-711445 and continuing through tax map parcels no. 65112-00-625415 and 65112-00-632318 to the north line of tax map parcel no. 65112-00-704241; thence
- 22) westerly along the north line of tax map parcel no. 65112-00-704241 and 65112-00-621174 to the west line of the last tax map parcel; thence
- 23) southerly along the west line of tax map parcel no. 65112-00-621174 until it intersects with the north line of Extension No. 3 of the Central Water District; thence
- 24) easterly along the north line of Extension No. 3 of the Central Water District to the east line of the Central Water District Extension No. 3; thence
- 25) southerly along the east line of Extension No. 3 of the Central Water District to the north line of the Central Water District; thence
- 26) easterly, northerly and easterly along the north line of the Central Water District to the point and place of beginning.

All as shown on a map & Plan of Garnsey-Shilling Area Water District prepared by MRB Group, December 2002.

DESCRIPTION
GARNSEY-SHILLING AREA WATER DISTRICT
PART B

ALL THAT TRACT OR PARCEL OF LAND, situate on the east side of Hammond Road in the Town of Palmyra, County of Wayne and State of New York, bounded and described as follows:

COMMENCING at the point of intersection of the existing line of the Central Water District along the east side of Hammond Road, with the centerline of Garnsey Road; thence

- 1) northerly along the east line of the Central Water District 500?' to a point; thence
- 2) easterly, southerly and easterly parallel to and 500?' distant northerly from the centerline of Garnsey Road 7200?' to a point in the west line of tax map parcel no 66110-00-306932; thence
- 3) northerly along the west line of tax map parcel 66110-00-306932 to the north line of said tax map parcel; thence
- 4) easterly along the north line of said tax map parcel and continuing in a straight line through tax map parcel no. 66111-00-208073 to the west line of the Central Water District; thence
- 5) southerly along the west line of the Central Water District to a point opposite the south line of tax map parcel no. 66110-00-306932; thence
- 6) westerly to the south line of tax map parcel no. 66110-00-306932 and continuing along the south line of said parcel to its intersection with the centerline of Garnsey Road; thence
- 7) westerly along the centerline of Garnsey Road to its intersection with the east line of tax map parcel no. 66110-00-240863; thence
- 8) southerly along the east line of tax map parcel no. 66110-00-240863 to the Town Line of Palmyra; thence
- 9) westerly along the south Town Line of Palmyra until it intersects with the east line of the Central Water District Extension No. 1; thence
- 10) northerly along the east line of the Central Water District Extension No. 1 to the centerline of Garnsey Road, the point and place of beginning.

All as shown on map & Plan of Garnsey-Shilling Area Water District prepared by MRB Group, December 2002.

Supervisor Lyon said he noticed most of those present had also attended the Public Information meeting held on December 12, and felt no need to repeat that information. This hearing would continue from that point; any questions or comments for or against the

establishment of the Garnsey-Shilling Area Water District would be heard. Supervisor Lyon then opened the floor to public comment.

Jeff Pieters stated that he and his family want the water; their supply runs out constantly.

Joe Burm asked if there had been any comments from anyone opposed to the project; Supervisor Lyon asked the Town Clerk if any calls or letters protesting the formation of the district had been received; the answer was no. Mr. Lyon confirmed he had not had any negative comments except for one property owner on the end of the previous water line project. After a conversation with this property owner which Mr. Lyon explained the logistics and process of establishing a district, she agreed to go along.

Frances Hiler said she felt all here do want water for health's sake. She asked where we go from here.

Dave Doyle, representing MRB Group, Inc., the Town's engineers on this project, said if after this Public Hearing the Town Board approves the establishment of the District, a permissive referendum period will go into effect. After 30 days, if no petition is received opposing the establishment of the District, the project can proceed with surveying and design. Mr. Doyle estimated that construction could begin in late Fall of 2003; more likely to be Winter or Spring of 2004.

Supervisor Lyon stated he believed if everything falls into place that construction could begin as soon as Summer 2003.

Supervisor Lyon asked if there were any more questions or comments about the establishment of the Garnsey-Shilling Area Water District. Hearing none, he declared the hearing closed at 7:39 PM.

**PUBLIC HRG.
CLOSED**

REGULAR MEETING OF THE TOWN BOARD

The regular meeting of the Town Board, Town of Palmyra, scheduled to be held on Thursday, December 26, 2002, at the Palmyra Town Hall, 1180 Canandaigua Road, Palmyra, NY, was called to order at 7:41 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 Board Members: David C. Lyon, Supervisor
 Michael Lambrix, Councilmember
 James Welch, Councilmember
 Councilmember David Nussbaumer was absent; vacation

Also present at this meeting:

Robert A. Grier, Palmyra Code Enforcement Officer
 Tracey Curry, *Courier-Journal*

COMMUNICATIONS**COMMUNICATIONS**

1. Radon testing

Wayne County Public Health Service will be distributing home test kits for indoor radon gas to the Town Clerk's Offices. Public Health asks that the Town Clerks assist in making these kits available to the public. The kits will be available at the Palmyra Town Clerk's Office in January, 2003.

**MTN: APPROVE
MINUTES OF
DEC. 12, 2002**

Motion by Michael Lambrix to approve the minutes of the December 12, 2002 Town Board meeting as submitted.

Second: James Welch

Carried: Unanimously

REPORTS OF STANDING COMMITTEES**Highway Committee – Michael Lambrix, Chair**

1. Christmas tree recycling

Committee Chairman Michael Lambrix announced the annual Christmas tree drop-off location will be at the Town Barns again this year. Palmyra residents only, and mulch will be available in the spring.

Planning Committee – James Welch, Chair

1. Planning Board Appointment

**MTN: PLANNING
BOARD
APPOINTMENT**

Motion by Committee Chairman James Welch to appoint Lyman Kaller to the Palmyra Planning Board for a term to expire December 31, 2007.

Second: Michael Lambrix

Carried: Unanimously

Zoning Committee – David Nussbaumer, Chair

1. CEO Update

Motion by Michael Lambrix to accept the Code Enforcement Officer's monthly report for December 2002 as submitted.

**MTN: ACCEPT
CEO DEC 2002
REPORT**

Second: James Welch

Carried: Unanimously

AGENDA ITEMS

1. Proposed Garnsey-Shilling Area Water District – Subject of Public Hearing

**RES: ESTABLISH
GARNSEY-
SHILLING AREA
WATER
DISTRICT**

Motion by Michael Lambrix to adopt the following resolution:

**RESOLUTION OF TOWN BOARD ESTABLISHING A DISTRICT
Garnsey-Shilling Area Water District of the Town of Palmyra**

A meeting of the Town Board of the Town of Palmyra was held at the Town Hall at 1180 Canandaigua Road in the Town on December 26, 2002 at 7:30 P.M. on the matter of the establishment of the water district in the Town of Palmyra, pursuant to Article 12A of the Town Law.

A map, plan and report relating to the establishment of the proposed water district, prepared by MRB Group, P.C., competent engineers, licensed by the State of New York, in the manner and detail required by the Town Board has been filed with the Town Clerk of the Town of Palmyra, in accordance with the requirements of Article 12A of the Town Law.

On December 3, 2002 an order was adopted by the Town Board reciting the filing of the map, plan and report, the boundaries of the proposed district, the improvements proposed, the estimated expense of these improvements, the proposed method of financing, the fact that the map, plan and report are on file in the Town Clerk's Office for public inspection and all other matters required by law to be stated.

The order set December 26, 2002 at 7:30 P.M. at the Town Hall at 1180 Canandaigua Road in the Town to consider the map, plan and report and to hear all persons interested in this matter and to take action as required by law.

The order was published and posted as required by law.

A hearing on the matter was held by the Town Board on December 26, 2002, beginning at 7:30 P.M., and the matter was fully discussed and all interested persons were heard.

Upon the evidence given at the hearing and upon a motion made and seconded, the following resolution was unanimously adopted:

It is hereby determined that:

(a) The notice of hearing was published and posted as required by law, and is otherwise sufficient.

(b) All the property and property owners within the proposed district are benefited thereby.

(c) all the property and property owners benefited are included within the limits of the proposed district.

(d) The establishment of this district is in the public interest.

(e) That the proposed district is outside of the Village of Palmyra and any existing district.

IT IS FURTHER RESOLVED, that the district, as set forth in the map, plan and report be approved, that the requested improvements be constructed, and that the necessary easements and lands be acquired, upon the required funds being made available and provided for, and

IT IS FURTHER RESOLVED, that this district shall be known as the Garnsey-Shilling Area Water District in the Town of Palmyra and shall be bounded and described as follows:

SCHEDULE "A"

**DESCRIPTION
GARNSEY-SHILLING AREA WATER DISTRICT
PART A**

ALL THAT TRACT OR PARCEL OF LAND, situate east of New York State Route 21 and north of North Creek Road in the Town of Palmyra, County of Wayne and State of New York bounded and described as follows:

COMMENCING at the intersection of the north line of the Central Water District with the centerline of Shilling Road; thence

- 27) easterly along the north line of the Central Water District 885' to a point which is the east line of tax map parcel no. 65112-00-789032; thence
- 28) northerly and parallel to the centerline of Shilling Road and 885?' distant easterly therefrom to the southwest corner of tax map parcel no. 65112-00-870620; thence
- 29) along the south line of tax map parcel no. 65112-00-870620 and 65112-00-921630 to the southwest corner of tax map parcel no. 65112-00-921630; thence
- 30) northerly along the east line of tax map parcel no. 65112-00-921630 to the south line of tax map parcel no. 65112-00-958689; thence
- 31) easterly along the south line of tax map parcel nos. 65112-00-958689 and 66112-00-007690 and 66112-00-039673 to the southeast corner of said parcel; thence
- 32) northerly in a straight line to the centerline of Lusk Road; thence
- 33) easterly along the centerline of Lusk Road and crossing Harris Road to the south line of tax map parcel no. 66112-00-121751; thence
- 34) easterly along the south line of tax map parcel no. 66112-00-121751 to the southeast corner of said parcel and thence northerly along the east line of said tax map parcel to the northeast corner of said tax map parcel no. 66112-00-121751; thence westerly along the north line of said tax map parcel to the centerline of Harris Road; thence
- 35) northerly along the centerline of Harris Road to the northeast corner of tax map parcel no. 66112-00-022801; thence
- 36) westerly along the north line of tax map parcels nos. 66112-00-022801, 65112-00-977813 and through tax map parcel no. 65112-00-896996 to the northeast corner of

- tax map parcel 65112-00-863819 and continuing along the north line of said parcel to its northwest corner; thence
- 37) northerly along the east line of tax map parcel no. 65112-00-811885 and tax map parcel no. 65113-00-799041 to the northeast corner of the last tax map parcel; thence
 - 38) westerly along the north line of tax map parcel no. 65113-00-799041 to its intersection with the centerline of Shilling Road; thence
 - 39) southerly along the centerline of Shilling Road to its intersection with the north line of tax map parcel no. 65113-00-701034; thence
 - 40) westerly along the north line of tax map parcel no. 65113-00-701034 and 65113-00-624041 to a point; thence
 - 41) northwesterly at all times and 500? feet northerly of the centerline of Goldsmith Road to the point of intersection with the east line of the Central Water District; thence
 - 42) southerly along the east line of the Central District crossing Goldsmith Road and continuing southerly to the southwest corner of tax map parcel no. 65113-00-488053; thence
 - 43) easterly along the south line of tax map parcel no. 65113-00-488053 to the west line of tax map parcel no. 65112-00-548940;
 - 44) thence southerly along the west line of tax map parcel no. 65112-00-548940 to the southwest corner of said premises; thence
 - 45) easterly along the south line of tax map parcel no. 65112-00-548940 and continuing through tax map parcel no. 65112-00-630881 to the southwest corner of tax map parcel no. 65112-00-663947 and continuing along said south line of the last parcel until it intersects the west line of tax map parcel no. 65112-00-704878; thence
 - 46) southerly along the west line of tax map parcel no. 65112-00-704878 and 65112-00-701757 and through tax map parcel no. 65112-00-601614 and 65112-00-519500 to the northwest corner of 65112-00-711445; thence
 - 47) southerly along the west line of tax map parcel no. 65112-00-711445 and continuing through tax map parcels no. 65112-00-625415 and 65112-00-632318 to the north line of tax map parcel no. 65112-00-704241; thence
 - 48) westerly along the north line of tax map parcel no. 65112-00-704241 and 65112-00-621174 to the west line of the last tax map parcel; thence
 - 49) southerly along the west line of tax map parcel no. 65112-00-621174 until it intersects with the north line of Extension No. 3 of the Central Water District; thence
 - 50) easterly along the north line of Extension No. 3 of the Central Water District to the east line of the Central Water District Extension No. 3; thence
 - 51) southerly along the east line of Extension No. 3 of the Central Water District to the north line of the Central Water District; thence
 - 52) easterly, northerly and easterly along the north line of the Central Water District to the point and place of beginning.

All as shown on a map & Plan of Garnsey-Shilling Area Water District prepared by MRB Group, December 2002.

**DESCRIPTION
GARNSEY-SHILLING AREA WATER DISTRICT
PART B**

ALL THAT TRACT OR PARCEL OF LAND, situate on the east side of Hammond Road in the Town of Palmyra, County of Wayne and State of New York, bounded and described as follows:

COMMENCING at the point of intersection of the existing line of the Central Water District along the east side of Hammond Road, with the centerline of Garnsey Road; thence

- 11) northerly along the east line of the Central Water District 500?' to a point; thence

- 12) easterly, southerly and easterly parallel to and 500?' distant northerly from the centerline of Garnsey Road 7200?' to a point in the west line of tax map parcel no 66110-00-306932; thence
- 13) northerly along the west line of tax map parcel 66110-00-306932 to the north line of said tax map parcel; thence
- 14) easterly along the north line of said tax map parcel and continuing in a straight line through tax map parcel no. 66111-00-208073 to the west line of the Central Water District; thence
- 15) southerly along the west line of the Central Water District to a point opposite the south line of tax map parcel no. 66110-00-306932; thence
- 16) westerly to the south line of tax map parcel no. 66110-00-306932 and continuing along the south line of said parcel to its intersection with the centerline of Garnsey Road; thence
- 17) westerly along the centerline of Garnsey Road to its intersection with the east line of tax map parcel no. 66110-00-240863; thence
- 18) southerly along the east line of tax map parcel no. 66110-00-240863 to the Town Line of Palmyra; thence
- 19) westerly along the south Town Line of Palmyra until it intersects with the east line of the Central Water District Extension No. 1; thence
- 20) northerly along the east line of the Central Water District Extension No. 1 to the centerline of Garnsey Road, the point and place of beginning.

All as shown on map & Plan of Garnsey-Shilling Area Water District prepared by MRB Group, December 2002.

IT IS FURTHER RESOLVED, that this Resolution is subject to permissive referendum as provided in Town Law Section 209-e, in the manner provided in Article 7 of the Town Law, and

IT IS FURTHER RESOLVED, that the following improvements in said district be constructed upon the required funds being made available or provided for:

The Town of Palmyra purchase and install 25,000 lineal feet of water main, hydrants, distribution pipes and storage facilities within the proposed district to service a majority of the residents in the district and to acquire the necessary property to make the improvements, and

IT IS FURTHER RESOLVED, that the proposed improvements including the cost of right of ways, construction costs, legal fees and other expenses shall be financed as follows:

That a maximum amount be expended not to exceed \$740,000.00. That the improvements be financed by a grant from the U.S. Department of Agriculture in the amount of \$360,000.00, and that the balance be financed by serial bonds providing for amortization of the balance of the cost of said improvements with interest for a period of not more than forty (40) years, and

The future operation and maintenance of the proposed water improvements will be taxed by charges to property owners in the area herein included into and made part of the Garnsey-Shilling Area Water District of the Town of Palmyra on an ad valorem basis to be levied against and assessed against property as defined as within the said Garnsey-Shilling Area Water District of the Town of Palmyra and/or user's fees, connection fees, and/or a combination thereof; and

IT IS FURTHER RESOLVED, that the connection fee for connections to the water system shall not exceed \$1,500.00 for a single family home, and

IT IS FURTHER RESOLVED, that this Resolution is subject to a permissive referendum as provided in Town Law Section 209e in the manner provided in Article 7 of the Town Law, and

IT IS FURTHER RESOLVED, that the Town Clerk shall cause to be published and posted in the Town notice that the above Resolution was adopted pursuant to a permissive referendum as provided in Article 12A of the Town Law in the manner provided in Article 7 of the Town Law, and

IT IS FURTHER RESOLVED, that in the event a petition is not received as required by law requiring a referendum, the Town Clerk shall prepare a certificate "that a petition was not received" suitable for filing with the County and Town and the New York State Department of Audit and Control, and

IT IS FURTHER RESOLVED, that within 10 days of the expiration of the period to file a petition for a referendum, if no petition for a referendum is filed, the Town Clerk shall file with the New York State Department of Audit and Control in Albany, New York the following:

a. Two (2) certified copies of the resolution creating the district subject to a referendum.

b. An application in duplicate to the State Department of Audit and Control to create the district. The application will be executed and verified by the Town Supervisor.

c. A certified copy of the notice of public hearing with proof of publishing and posting as required by Article 12A.

d. Certified copy of the map, plan and report filed in the Town Clerk's Office.

e. (1) an itemized statement of the then outstanding indebtedness of the Town for all purposes evidenced by any instrument.

(2) The amount of budgetary appropriation for the payment of any outstanding indebtedness.

TDD 1-800-662-1220

This is an Equal Opportunity Program.

Discrimination is prohibited by Federal Law. Complaints of discrimination may be filed with the Secretary of Agriculture, USDA, Washington, DC 20250-0700

Second: James Welch

Carried: Unanimously

2. Assessor's Monthly Report

Motion by Michael Lambrix to accept the Assessor's monthly report for December 2002 as submitted.

**MTN: ACCEPT
ASSESSOR'S
DEC. 2002
REPORT**

Second: James Welch

Carried: Unanimously

3. Board of Assessment Review Appointment

MTN: BOARD OF ASSESSMENT REVIEW APPOINTMENT

Motion by David Lyon to appoint Catherine C. Contant to the Town of Palmyra Board of Assessment Review for a term to expire September 30, 2005.

Second: Michael Lambrix

Carried: Unanimously

MTN: APPROVE 2003 PALMYRA COMMUNITY CENTER AGR.

4. Palmyra Community Center Contract – 2003

Motion by Michael Lambrix to approve the following contract for services with the Village of Palmyra and the Palmyra Community Center for 2003:

**AGREEMENT
TOWN OF PALMYRA, VILLAGE OF PALMYRA AND PALMYRA COMMUNITY CENTER, INC.
JANUARY 1, 2003 - DECEMBER 31, 2003**

AGREEMENT made this **26th day of December, 2002**, between and among the **TOWN OF PALMYRA**, a municipal corporation, hereinafter referred to as the "Town", the **VILLAGE OF PALMYRA**, a municipal corporation, hereinafter referred to as the "Village", and the **PALMYRA COMMUNITY CENTER, INC.**, a not-for-profit corporation, hereinafter referred to as the "Community Center", all with offices located in Palmyra, Wayne County, New York.

WITNESSETH:

WHEREAS, the Community Center is a not-for-profit corporation formed to create, administer, and underwrite a youth and recreational program for the residents of the Town and Village of Palmyra; and

WHEREAS, the Community Center needs support for its program, not only from private and charitable sources, but from the municipalities; and

WHEREAS, the programs operated by the Community Center are carried out in such a manner that they conform to the standard established by the State of New York and the Federal Government so that the supporting municipalities may receive total or partial reimbursement from the State or Federal Government for funds of the municipality expended in support of the program; and

WHEREAS, pursuant to the applicable statutes, when two or more municipalities participate in a youth or recreational program, one of the municipalities must act as the fiscal disbursing agency; and

WHEREAS, the Village also supports the Community Center programs; and

WHEREAS, the Town supports the Community Center programs and

WHEREAS, the Village has in the past and does hereby agree to act as the fiscal disbursing agency for the purpose of disbursing those funds which the Town and Village provide to support the Community Center program.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, it is mutually agreed as follows:

1. The Community Center shall create, administer and underwrite with financial assistance from the Village and the Town, a youth and recreational program for all the residents of the Village and Town of Palmyra for the calendar year ending **December 31, 2003**. Except as stated herein, the Community Center shall not receive additional funds from the Village and Town.

2. The Community Center, upon receipt of the funds hereinafter described, agrees to conduct a youth and recreational program in accordance with the program outlined to the Town and Village at the Budget Meeting held in the **Fall of 2002** for the purpose of establishing the amount of support needed from the Town and the Village for the Community Center in the year **2003** and as said program has been increased and enhanced to the date of this Agreement. The Community Center Board of Directors agree in calendar year **2003** to provide recreational sites, equipment and fixtures necessary to carry on the programs of the Community Center. The Board of Directors shall also appoint a director to implement and supervise all of the activities of the Community Center. The Community Center shall be protected by the liability insurance secured by the Village of Palmyra and the Town of Palmyra will be endorsed thereon. The Community Center agrees that the program will be operated through **December 31, 2003** with reasonable rules and regulations. The Community Center agrees that all residents of the Town and the Village will be admitted to said programs to the extent of the designed capacity and upon the condition that they have and will in the future obey the reasonable rules and regulations established by the Community Center and it agrees that the rules and regulations will conform to all State and Federal requirements, and that the Community Center will comply with all applicable laws, rules and regulations to maintain its not-for-profit status and when funded, the eligibility requirements necessary for the municipalities to receive the maximal reimbursement allowed by the State and Federal governments for the type of program which the Community Center agreed to operate for the calendar year **2003**.

3. In the event that the Community Center shall fail to complete its obligations or breach said obligations, then in that event the contributions of the Town and Village shall be terminated and the Town and Village shall not be obligated to make any further payments for or on behalf of the Community Center as of the date of termination. In the event that the Town and Village has prepaid its funds in whole or in part, then so much of said funds that have been unearned for each full month shall be repaid by the Community Center to the Village. (For the purpose of computing this amount, the total contribution of the Town and Village shall be divided by 12 and each 1/12 shall equal one month. If 3 months remain when the Town and Village terminates, then 3/12 of the Town and Village payment provided for herein shall be returned.

4. In addition to all of the other obligations contained herein, the Community Center shall render a report not less often than annually or at such other times as the Town and Village shall request as to the programs conducted, the supervision, the hours of attendance, the number attending and such other items as the Town and Village may request from time-to-time. With each annual report, the Community Center shall file a list of the current officers of the Board of Directors.

5. The Town shall pay to the Village for the calendar year **2003**, the sum of **TWENTY SEVEN THOUSAND DOLLARS (\$27,000.00)**. In the event that any portion of this Agreement shall be deemed to be not valid and binding, then only that portion of this Agreement shall fail and not the balance of this Agreement.

Said amount shall be paid in equal, quarterly installments on or before the 30th day of March, June, September and December in the year **2003**, subject to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Second: James Welch

Carried: Unanimously

5. Palmyra Library Contract – 2003

MTN: APPROVE 2003 LIBRARY AGREEMENT

Motion by Michael Lambrix to approve the following contract for services with the Palmyra Kings Daughters Free Library for 2003:

**AGREEMENT
TOWN OF PALMYRA AND PALMYRA KING'S DAUGHTERS FREE LIBRARY
INC.
JANUARY 1, 2003 - DECEMBER 31, 2003**

AGREEMENT made this **26th day of December, 2002**, by and between the TOWN OF PALMYRA, a municipal corporation located in the County of Wayne and State of New York, hereinafter referred to as "the Town" and PALMYRA KINGS DAUGHTERS FREE LIBRARY, INC., a membership corporation with office and principal place of business located in the Town of Palmyra, County of Wayne, and State of New York, hereinafter referred to as "the Library".

WITNESSETH:

WHEREAS, the Library is a free library operated for the benefit of all of the residents of the Town of Palmyra who conform to the rules and regulations of its use established by the Library; and

WHEREAS, the Library is in need of funds to provide service to the residents of the Town of Palmyra; and

WHEREAS, the Town is desirous of furnishing and assisting in furnishing free library service to the residents of the Town of Palmyra;

NOW, THEREFORE, in consideration of the premises and covenants contained herein, it is mutually agreed as follows:

1. The Library shall furnish the usual library services and make the same available to all of the residents of the Town of Palmyra pursuant to the rules and regulations adopted by the Board of Trustees of the Library for a period of one (1) year beginning on the **1st day of January, 2003, and terminating on the 31st day of December, 2003, inclusive.**

2. That in consideration of the rendering of said service by the Library, the Town Board hereby agrees to pay to the Library for services rendered for one (1) year the sum of **Twenty Thousand Five Hundred Dollars (\$20,500.00)**. Said sum is to be paid in equal quarterly installments on or before the 30th day of March, June, September, and December during the year **2003**. Said payments shall not commence until after the adoption and approval of the terms of this contract and its ratification by the Board of the Library and the Town Board of the Town. In the event that for any reason library service is discontinued, then in that

event, the Library shall in any year in which payment has been received repay the Town the sum of One Thousand Seven Hundred Eight Dollars and 34/100 (\$1,708.34) for each month remaining in said calendar quarter in which the Library shall not furnish free library service to the residents of the Town of Palmyra. Said payment to the Library pursuant to the terms of this contract shall be made pursuant to a voucher executed by an officer of the Library designated by a Resolution to sign such voucher filed with the Town.

3. This Agreement shall automatically be renewed on a year to year basis unless either party to this contract shall give written notice to the other party of its desire to terminate, amend, or modify this contract on or before September 5th of any calendar year.

IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be affixed the year and day first above written.

Second: James Welch

Carried: Unanimously

6. Set Public Hearing Date – Special Use Authorization, Phil Marvin

**MTN: SET
PUBLIC HRG
DATE – P.
MARVIN**

Motion by Michael Lambrix to set Thursday, January 23, 2003 at 7:30 PM at the Palmyra Town Hall as the date, time and place to hold a Public Hearing to consider the Special Use Application of Phil Marvin to build an addition to east side of shop for R.V. service at his property at 5076 NYS Route 31 West.

Second: James Welch

Carried: Unanimously

7. Set Public Hearing Date – Special Use Authorization, Robert Tougher

**MTN: SET
PUBLIC HRG
DATE – R.
TOUGHER**

Motion by Michael Lambrix to set Thursday, January 23, 2003 at 7:45 PM at the Palmyra Town Hall as the date, time and place to hold a Public Hearing to consider the Special Use Application of Robert Tougher to build a pole barn and open a kennel and dog training facility at his property at 1971 Walker Road.

Second: James Welch

Carried: Unanimously

8. Lease Agreement with Congressman James T. Walsh

**MTN: LEASE
AGR.
AMENDMENT -
WALSH**

Motion to authorize the Supervisor to sign the amended lease agreement with Congressman James T. Walsh for a suite of offices at the Town Hall as follows:

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated December 12, 2002, by and between Town of Palmyra ("Landlord"), and Representative James T. Walsh, 25th NY ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant four (4) existing offices in the landlord's building as agreed. (the "Premises") located at 1180 Canandaigua Rd, Palmyra, NY 14522.

TERM. The lease term will begin on January 3, 2003 and will terminate on January 2, 2005. This lease supersedes all previous lease agreements between Landlord and Tenant.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of \$ 875.00, payable on the twentieth (20th) day of each month. Lease payments shall be made to the Landlord at 1180 Canandaigua Rd, Palmyra, NY 14522, which address may be changed from time to time by the Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

PROPERTY INSURANCE. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$0.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

UTILITIES AND SERVICES.

Landlord shall be responsible for the following utilities and services in connection with the Premises:

- electricity
- water and sewer
- gas
- heating
- garbage and trash disposal
- janitorial services

Tenant shall be responsible for the following utilities and services in connection with the Premises:

- telephone service
- initial or end-lease communications costs; telephone or data lines to be installed or removed.

Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay to Landlord (if any), other than those to be paid directly to the third-party provider.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL TAXES. Landlord shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 30 days' written notice to Tenant that the Premises have been sold.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than \$0.00, Landlord shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenantable. However, if the damage is not repairable within sixty days, or if the cost of repair is \$0.00 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party and any unearned rent paid in advance by Tenant shall be apportioned and refunded to it. Tenant shall give Landlord immediate notice of any damage to the Premises.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. For any payment that is not paid within 15 days after its due date, Tenant shall pay a late fee of \$20.00.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$15.00 for each check that is returned to Landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall

be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Town of Palmyra
1180 Canandaigua Rd
Palmyra, NY 14522

TENANT:

Representative James T. Walsh
25th NY
2369 Rayburn Building
Washington, DC 20515

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of New York.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

DISTRICT OFFICE LEASE ATTACHMENT

1. Lessor and Lessee agree that this DISTRICT OFFICE LEASE ATTACHMENT ("Attachment") is incorporated into and made part of the lease agreement for congressional district office space to which it is attached.
2. Lessor acknowledges that the U.S. House of Representatives ("House") is not responsible for the performance of the lease agreement except as provided in paragraph 16 of this Attachment, and Lessor agrees to look solely to Lessee for performance of the lease agreement.
3. Lessor and Lessee understand and acknowledge that the House will authorize disbursement of funds under the terms of the lease agreement only if the lease agreement complies with the Rules of the House and the Regulations of the Committee on House Administration. Accordingly, Lessor and Lessee understand and acknowledge that the House will not authorize disbursement of funds to make payments under the terms of the lease agreement until the Administrative Counsel for the Chief Administrative Officer of the House ("Administrative Counsel") has reviewed the lease agreement and has signed this Attachment in the space provided below. Similarly, the Administrative Counsel must review any proposed substantive amendment and sign the Attachment for the amendment before the House will authorize any payment pursuant to such an amendment. Any amendment to the lease agreement must be in writing.
4. Payment shall be made by the Chief Administrative Officer of the House ("Chief Administrative Officer") of amounts due to the Lessor by the Lessee under the terms of the lease agreement solely on behalf of the Lessee in support of his/her official and representational duties as a Member of the U.S. House of Representatives.
5. The lease agreement is a fixed term lease with equal monthly installments for which payment is due at the end of each month in satisfaction of each month's occupancy.
6. The term of the lease agreement may not exceed the constitutional term of the Congress to which the Lessee has been elected.
7. The lease agreement shall not contain any provision requiring the payment of a security deposit.
8. The total dollar amount specified in the lease agreement shall not be varied by any factor, cost of living clause, operating expense clause, pro rata expense clause, elevator clause, escalator clause, or any other adjustment or measure during the term of the lease agreement.
9. Lessor agrees at its expense to maintain in good order the public and common areas of the building, and sidewalks, entryways and exits, and alleys, as well as any other like areas. Lessor also agrees to maintain, repair, or replace as needed, all structural and other components of the premises, including roofs, ceilings, walls, floors, windows, doors, fixtures and mechanical, plumbing and electrical systems and equipment serving the premises.
10. Lessee is covered under the Federal Tort Claims Act, 28 U.S.C. §§ 2671-2680, and it is agreed that such coverage satisfies any and all obligations to purchase private liability insurance.

11. Lessor agrees that neither the Lessee nor the House will indemnify Lessor against any liability of Lessor to any third party that may arise during or as a result of the lease agreement or lessee's tenancy.
12. Lessor agrees to notify the Lessee in the event of substitution of the Lessor by reason of sale, transfer, bankruptcy, foreclosure, or any other similar event. The Lessee shall promptly provide a copy of such notice to the Office of Finance, 263 Cannon House Office Building.
13. If either party terminates the lease agreement, the terminating party shall promptly provide the other party with a copy of the termination notice. The Lessee shall promptly provide a copy of any termination notice to the Office of Finance.
14. Lessor agrees that any payment by the Chief Administrative Officer for any period after the lease agreement has been terminated shall be refunded forthwith by the Lessor to the Chief Administrative Officer without formal demand.
15. Any charges for default, early termination or cancellation of the lease agreement which result from actions taken by or on behalf of the Lessee are the personal responsibility of the Lessee.
16. In the event of the death, resignation, or removal from office of Lessee, Lessor hereby expressly grants to the Clerk of the House the right to continue to occupy the premises under the lease agreement for a period of up to sixty (60) days following the election of the Lessee's successor, unless the Clerk elects to terminate the lease agreement by giving thirty (30) days' written notice to Lessor. The date on which such thirty (30) days shall commence shall be the date such notice is delivered to Lessor, or if mailed, the date on such notice is postmarked. The lease agreement shall otherwise terminate 1) the date the Lessor grants possession of the premises to the elected successor of the Lessee, or 2) the commencement date of a lease agreement between the Lessor and the elected successor, of either date occurs prior to the termination date set forth in the Clerk's thirty-day notice. The provision of this paragraph shall apply if the elected successor and the Lessor execute a lease agreement for alternate space held by the Lessor in the same building or complex at the current time.
17. Should this Lease Attachment be inconsistent with any portion of the attached lease agreement or with any subsequent or additional agreements, this Attachment shall control, and those portions of the lease agreement or subsequent or additional agreements, shall have no force and effect to the extent of such inconsistency.
18. Prior to signing, the lease agreement, this attachment, and subsequent amendments to the lease agreement shall be submitted to the Administrative Counsel for review and/or approval.

ATTN: Lease Review
102 Ford House Office Building
U.S. House of Representatives
Washington, DC 20515
(202) 225-4899
FAX: (202) 225-6999

Second: James Welch

Carried: Unanimously

**RES: EMPIRE
ZONE REVISION**

9. Resolution: Empire Zone

Motion by Michael Lambrix to approve the following resolution:

**TOWN OF PALMYRA
RESOLUTION OF SUPPORT AND CONCURRENCE
WITH THE WAYNE COUNTY EMPIRE ZONE
REVISION APPLICATION**

WHEREAS, New York State has created the Empire Zone program to encourage industrial and commercial development in selected areas across the State, and

WHEREAS, Wayne County, as an eligible municipality, received designation of an Empire Zone made up of sub-zones including portions of the Town and Village of Arcadia and Newark and

WHEREAS, under the current designation, Wayne County has the ability to amend the Zone boundaries to allow additional acreage, and

WHEREAS, Wayne County intends to revise the Wayne County Empire Zone boundaries to encourage industrial and commercial development and allow for the creation of an addition sub-zone in the Town of Palmyra, and

WHEREAS, the Town of Palmyra is committed to the development of new business within the proposed sub-zone, and

WHEREAS, the Town of Palmyra wishes to support and concur with the Empire Zone revision application,

NOW, THEREFORE, be it resolved that the Town of Palmyra Board, in its capacity as governing body of the Town of Palmyra, does hereby support and concur with the Wayne County Empire Zone revision application.

Second: James Welch

Carried: Unanimously

**RES: CLOSING
JOURNAL
ENTRIES FOR
2002**

10. Resolution: closing journal entries for 2002

Motion by David Lyon to approve the following resolution:

BE IT RESOLVED, that the Town of Palmyra bookkeeper, Petra Anderson, be authorized to make any necessary adjusting and budgetary journal entries in closing the 2002 fiscal year.

Second: Michael Lambrix

Carried Unanimously

**MTN: APPROVE
ABSTRACT 46 &
47**

Motion by James Welch to approve the claims and expenditures as shown on Abstract #46 & #47 as follows:

Voucher #'s	Total
3614 – 3679	\$ 224, 044.98
	\$ 83,481.48

Second: Michael Lambrix

Carried: Unanimously

Supervisor Lyon asked if there was any other business to come before the Board. Mr. Lambrix asked that the following be included in the record: Councilman Lambrix commends Highway Superintendent Nelson F. Cook for the professional manner in which the Highway Crew handled the Christmas Day snowstorm. Mr. Lambrix states he was in contact with people from out of town who conveyed to him that the roads in Palmyra were better maintained than any they had traveled in surrounding towns.

Supervisor Lyon asked that the following be included in the record: That this meeting is the last for Town Clerk Cathy Contant and he thanks her for her good service over the last ten years.

Motion by David Lyon to adjourn this meeting of the Town Board at 8:04 PM.

MTN: ADJOURN

Second by: Michael Lambrix

Carried: Unanimously

Respectfully submitted,

Catherine C. Contant
Town Clerk