

**REGULAR MEETING OF THE TOWN BOARD
PALMYRA TOWN HALL
JUNE 27, 2019**

At 7:00 p.m., Supervisor Kenneth Miller called to order the Town Board meeting, scheduled for Thursday, June 27, 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

Councilman Todd Pipitone was absent.

Motion was made by Mike Lambrix to approve the minutes of the regular Town Board meeting which took place on May 23, 2019.

Second: Brad Cook

Vote: 4 Ayes. Carried

The Town Clerk, Irene Unterborn was not in attendance, so the Deputy Clerk, Heidi Jarvis took minute notes.

ATTENDANCE

Also attending was: Marc Carrier, Kevin & Kathy Hill, Jim Lester, Tracy Vanderwall, Dan Nichols, Highway Superintendent Mike Boesel, and Robert Kelsch (Sun& Record).

HEARING

There was no official hearing this evening.

COMMUNICATIONS

There were no communications received prior to the meeting.

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

1. DEC- Old Palmyra Landfill Fact Sheet: There is no update at this time of the DEC Old Palmyra Landfill Fact Sheet.

2. Consent order for Landfill: Copy in packet that will be signed later in meeting.

3. Health Benefit Resolution: For approval later in agenda, as written:

RESOLUTION #10-2019 HEALTH INSURANCE BENEFITS

Effective July 1, 2019, the Town of Palmyra will make available to its full-time salaried employees, its full-time hourly employees and its full-time elected officials the following health insurance benefits.

a) The Town will furnish health insurance at no cost to the employee for a single participant in the "*SimplyBlue Plus-Platinum 3 Plan*" and/or for a single participant in the "*Dental Blue Options Plan*".

OR

b) The Town will pay a sum equal to seventy percent (70%) of the cost of the "*SimplyBlue Plus-Platinum 3 Plans*" or the "*SimplyBlue Plus-Gold 5 Plans*" and the "*Dental Blue Options Plan*". The employee will pay the balance of thirty percent (30%) through payroll deductions. The deductions will start when the insurance is effective.

OR

c) For those eligible employees who elect not to participate in either of the above plans, and elect not to participate in any of the Town of Palmyra's health insurance plans during the calendar year, the Town will give the employee a credit of One Thousand Dollars (\$1,000.00) per calendar year for any employee that has been employed the entire calendar year. The sum credited will be paid to the eligible employee with the last payroll of the calendar year.

The Town of Palmyra will make available to part-time elected officials, hired before January 1, 2008, the following health insurance benefit.

a) The Town of Palmyra will pay Three Hundred Sixty Dollars (\$360.00) per month of any health insurance plan available through the Town for each full month the employee works. Any amounts due over and above the Three hundred Sixty (\$360.00) will be taken through a payroll deduction. The deductions will start when the

insurance is effective.

OR

- b) For those eligible employees who elect not to participate in the above health insurance plan; the Town will give the employee a credit of One Thousand Dollars (\$1,000.00) per calendar year for any employee that has been employed the entire calendar year. The sum credited will be paid to the eligible employee with the last payroll of the calendar year.

Health Insurance Benefits for part-time employees hired after January 1, 2008:

After January 1, 2008, all new part-time employees: salary, hourly and elected will not be eligible to receive health insurance benefits from the Town of Palmyra. These employees will not be allowed to participate in the Town's health insurance program.

Health Insurance Benefits for employees who receive \$430.00 benefit:

The employees who are currently receiving a credit of Four Hundred Thirty Dollars (\$430.00) per month toward health insurance will continue to receive that credit as long as they continue to be employed in the same capacity for the Town. When that person is no longer an employee of the Town, then the credit of Four Hundred Thirty Dollars (\$430.00) per month will terminate.

Health Insurance Benefits for employees who retire:

Employees hired after January 1, 1987, who retire with 15 years of service and attain the age of 55 will be entitled to participate in the medical and dental plan as a single member subject to the cap imposed by the Town at the time of retirement. The current cap is Two Hundred Fifty Five Dollars (\$255.00) per month. The retiree's spouse is entitled to participate in the Town medical and dental plan by paying the full cost of coverage.

The Town will permit (preapproved) retirees who are entitled to receive contributions from the Town toward their health insurance to elect plans not sponsored by the Town. The Town upon proof of payment of the coverage for one year (1) will reimburse the retiree for the cost of the coverage up to the annual reimbursement cap, which the Town had adopted at the time of their retirement.

By Order of the Town Board at a Meeting on June 27, 2019

4. K-Way Farms and Land Trust: The lengthy contract was emailed to the board prior to the meeting and there will be a vote later to approve the Supervisor to sign on behalf of the town.

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

1. Town Clerk Report for June: The June report will be combined with July as the Town Clerk is not in attendance.

2. Building Update: Much needed plastic tables were purchased for the town hall at a price of \$70.00 each. They had been approved for purchase previously at \$120.00 each. Spectrum Business owed us a \$2,803.33 internet credit as they were charging us the wrong amount. There will be a budget modification later in meeting. Also, Elmer W. Davis to install airflow upgrades on Town Hall, and Mike Boesel will supply Councilman Cook with driveway sealing quotes.

Supervisor Miller commented that the Town of Ontario found issue with the franchise fee Spectrum (previously Time Warner) charged many years ago, and now currently seems to be an issue with Palmyra. He suggested that the public check their bills to be sure they are not being charged more than 3% of their television service in franchise fees.

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

1. Highway Report for June:

**Highway Superintendent Report
For Town Board Meeting
06/27/19**

Since the 5/23/19 Town Board meeting we have completed the following work:

- Brushmowing/Tree work – Walker Road, Harris Road, Hogback Road, Fass Road
- Drainage/ditching work – Walker Road
- Hauling – 1a chipseal stone, CR1 and Washed 1&2.
- Shimming – Jeffery and Schilling
- Inter-municipal Assistance-6/4/19 Palmyra milling machine and operator to Macedon Hwy Dept.
- **Training** – From 6/3/19 – 6/5/19, I attended our 74th Annual Highway School in Ithaca, NY with 750+ other highway officials from around NYS. Some of the sessions I attended were as follows: Common Road Drainage Issues, Local Road Safety Starts with a Plan, Signs for Curves, Utilities in the ROW, CHIPS Funding, Asset Management, New Asphalt Paving Techniques, Pedestrian Safety, Roadside Invasives, and Legal Panel.
- **Summer Road Work** - We have been busy prepping several roads around the Town for service treating or paving. These include Quaker, Daansen,

Jeffery, Hanagan, Schilling and Walker. Coming up in July we will continue with work on several of these same roadways.

- **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 is expected to start in 2 weeks and last approximately 3 months.
- **Bridges (NY Rt.21 and Galloway)** – NYS DOT started making some much-needed repairs to the Rt.21 Canal Bridge over the past 2 weeks. They have milled the asphalt surface down to the concrete and started making bridge deck repairs to the concrete. They expect to put a thin asphalt layer over the concrete early next week. They are awaiting a new rubber membrane and intend to place it and a fresh new asphalt surface in early August. The Galloway Rd Canal Bridge is expected to close for repairs by mid-July and not re-open until February 2020. The Port Gibson Rd Canal Bridge may also have some temporary closure and repairs coming soon.
- **Faas Road Culvert** – On June 12th, we were notified about a sink hole that developed on Faas Road over our culvert. We have parallel culverts at this location, one 48” and one 18” both of which are in bad shape. With assistance from WC Hwy Dept Engineering Dept, we submitted an application to the NYS DEC for an Emergency Permit to replace the culverts. Our permit was approved and we are awaiting delivery of the new pipe. We expect to install this new pipe by the end of July.
- **Heavy Rain & Drainage Issues** – On June 20th, we experienced a severe downpour with over 2.52 inches recorded at the Palmyra Sewer Plant for the day, most of which fell in a 1-hour span from 930am-1030am. Drainage issues occurred throughout the entire County. We had several issues here in the Village and the Town of Palmyra. We spent this entire day and the next cleaning off catch basins, cleaning out culverts, checking creeks and drainage ditches, and sweeping all our roads/streets.
- **Extreme Winter Recovery Funding** – Last week, before the Legislative Session ended in Albany, both the Senate and Assembly passed a Supplemental Capital Bill to restore our EWR Monies that the Governor cut from his final budget this past April. I assume we will get close to the same amount we had before, about \$22,300.

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

2. 4300 Hogback Hill drainage discussion: On Hogback Hill the drainage culverts have not been working properly causing a drainage and safety issue. Mr. Boesel has been trying to cooperate with the local neighbors to come up with a solution. He asked some of those involved to attend the meeting to address any questions. He also stated that he cannot go onto any private property to do work off the right of way without permission.

The Wayne County Highway Department is also working on this issue and have taken survey pictures to help come up with solutions. The costs are

unknown at this time as there is no current plan. Councilman Welch suggested that the County Highway Superintendent meet with the effected property owners and come up with a solution. Mr. Welch asked Mr. Boesel to obtain a proposal in writing, signed by all involved, to include scope of work, cost of the scope of work, and who and what are all parties involved that are willing to pay for the work. Mr. Boesel will try to return this cost and proposal at next meeting.

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

Councilman Pipitone was unable to attend this evening.

Government Operations: Assessor, Youth & Aging, Code Enforcement/Planning Board, and Justices

Councilman Michael Lambrix

1. Assessor’s Office Report for June:

**REPORT TO THE TOWN BOARD
FROM THE ASSESSOR’S OFFICE
JUNE 20, 2019**

Grievance Day is over. We had fifty one (51) grievances for this year over a two day period. One (1) no show for their appointment and three (3) supplied information to the Board but did not appear. It is not necessary to appear before the Board of Assessment review to have your grievance heard. There were seven (7) stipulations and then six (6) filed to continue with the article 7. There were also four (4) corrections. The board did make 13 Changes; about 5 were at my suggestion. The minutes have been transcribed and all the determination notices have been mailed to the complainants. The backup for the final roll has been submitted to the County for printing.

The State has determined out final equalization rate for 2019 to be 100% (see attached).

Once the Final Roll is printed at the county we will file it with the Town Clerk’s office. The Roll will be filed before July 1st.

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

Notice from Department of Taxation and Finance is **ATTACHMENT A.**

2. Code Enforcement/Zoning Office Report- June: Code Enforcement Officer Pat Sheridan submitted a report to the Board Members that included a list of building permits and certificates of compliance for May

REGULAR TOWN BOARD MEETING
21, 2019 thru June 21, 2019. Councilman Lambrix invited all to read it at their leisure.

JUNE 27, 2019

3. Minutes from Zoning Board Meeting from June: There were none this month.

4. Minutes from Planning Board Meeting from June 10, 2019 : Minutes from the Planning Board Meeting from June 10, 2019 were shared with the board.

INFORMATIONAL ITEMS

1. Mike Catalano, WC EMS Advisory Board: Unable to attend this evening

AGENDA ITEMS

1. Approve: Memorandum of Understanding with regards to Walworth participating in the WCWSA Wastewater Treatment Center: Mike Lambrix made the motion to approve the Memorandum of Understanding regarding the potential participation of the town of Walworth in the Wayne County Water and Sewer Authority's Western Regional Wastewater Treatment System Improvements Project, as written. Supervisor Miller believes that this will lower the debt to Palmyra.

Councilman Cook questioned extra capacity concerns, Supervisor Miller stated that this was discussed with WCWSA Marty Aman and this extra capacity was built into the plan.

Second: James Welch

Vote: 3 Ayes. Carried

MEMORANDUM OF UNDERSTANDING
REGARDING THE POTENTIAL PARTICIPATION OF THE TOWN OF WALWORTH
IN THE WAYNE COUNTY WATER AND SEWER AUTHORITY'S
WESTERN REGIONAL WASTEWATER TREATMENT SYSTEM IMPROVEMENTS
PROJECT

This Memorandum of Understanding is made and effective as of the 1st day of June, 2019 (the "Effective Date"), by and between the **Wayne County Water And Sewer Authority**, a public benefit corporation with offices located at 3377 Daansen Road, Walworth, New York 14568 (hereinafter referred to as the "Authority") and the **Town of Walworth**, a municipal corporation with its

principal offices located at 3600 Lorraine Drive, Walworth, New York 14568, including on behalf of any sewer districts governed by the Walworth Town Board, as well all future sewer districts established with approval of the Town Board of the Town of Walworth (hereinafter referred to as "Town of Walworth"). The Authority and the Town of Walworth are each a "Party" and are collectively referred to as the "Parties."

The Authority is in the process of developing a project to provide wastewater collection, conveyance, treatment and related services for the benefit of the Town of Macedon, the Town of Marion and the Village of Palmyra (collectively, the "Participating Municipalities"), as well as certain "Out-of-District

Users¹" in the Town of Palmyra, pursuant to the development of the Western Regional Wastewater Treatment System Improvements Project (the "Regional Project") at an estimated cost of \$35,400,000 as more particularly described in that certain Wastewater Treatment System Improvements And Services Agreement entered into by and among the Authority and the Participating Municipalities (with the consent² of the Town of Palmyra), dated and effective as of December 1, 2018 and last amended by Addendum No. 1, dated and effective as of January 1, 2019 (collectively, the "IMA"), a copy of which has been provided by the Authority to the Town of Walworth. The Authority, the Participating Municipalities and the Town of Palmyra have also entered into that certain Control Agreement made and entered into as of April 1, 2019 (the "Control Agreement") to coordinate the effective dates of various underlying agreements that relate to the operation and maintenance of existing plants and collection systems that will be impacted by the new wastewater treatment system and are intended to be amended and restated effective upon the completion of the Regional Project. (A copy of the Control Agreement has also been provided by the Authority to the Town of Walworth.)

The Town of Walworth currently owns and operates a wastewater treatment plant (the "Walworth Treatment Plant") for the benefit of users/residents of the Town of Walworth that is in need of substantial capital improvements and/or replacements to maintain current operations and to meet evolving regulatory requirements. The Walworth Treatment Plant currently also provides service to certain users/residents of the Town of Macedon who are located/reside within the Town of Macedon's Gananda Sewer District (the "Gananda Sewer District"). In lieu of upgrading and continuing to independently operate the Walworth Treatment Plant, the Town of Walworth would like to participate in the Regional Project on the same basis as the Participating Municipalities with the understanding that:

¹ Except as otherwise provided herein, capitalized terms used in this Memorandum of Understanding shall have the meanings ascribed to them in the IMA.

² Such consent is further evidenced by that certain Supplemental IMA entered into by and between the Village of Palmyra and the Town of Palmyra dated and effective as of December 1, 2018 and last amended by Addendum No. 1, dated and effective as of January 1, 2019, a copy of which has been provided by the Authority to the Town of Walworth.

- (i) the scope of Regional Project as described in the IMA would need to be expanded and increased to (x) include a new pump station, related improvements and sewer conveyance main from Town of Walworth's existing wastewater treatment plant to connect with the Regional Plant conveyance system, the general location of which is shown on the map attached hereto as Exhibit "A", (y) upsize the Regional Treatment Facility from 1.75 million gallons per day to between 2.5 to 3.0 million gallons per day based on engineering estimates in order to accommodate additional flows from the Town of Walworth at an additional cost of approximately \$14.9 Million resulting in an total estimated Project Cost of \$50 Million and (z) include the decommissioning of specified portions of the Town of Walworth's existing treatment plant following an engineering analysis on terms mutually acceptable to the Authority and the Town of Walworth;
- (ii) the Authority and the Participating Municipalities have already made substantial progress to date defining and advancing the Regional Project by entering into the IMA, Supplemental IMA and Control Agreement; performing preliminary engineering and legal tasks; securing DEC's approval of the Preliminary Engineering Report; securing commitments for grants; and securing financing commitments from the Environmental Facilities Corporation ("EFC"), among other tasks; and,
- (iii) participation by the Town of Walworth in the Regional Project would have to be structured in a way that does not interfere with such grants, approvals or funding commitments or delay the current status of the Regional Project as currently configured.

Among the purposes for which the Authority was created is to foster the development of regional wastewater projects and the Authority acknowledges that inclusion of the Town of Walworth in the Regional Project could be beneficial for the Authority as well as for the Participating Municipalities and the Town of Palmyra.

Accordingly, the Authority is willing to consider the Town of Walworth for participation in the Regional Project in accordance with the following general terms and conditions that have been preliminarily discussed and, subject to Section 3 below, agreed to by the Parties:

1. **Commitment to Participate in the Regional Project.** The Town of Walworth hereby expresses its intention and commitment to fully participate in the Regional Project, as expanded and enhanced to accommodate the needs of the Town of Walworth (the "Enhanced Regional Project"), as a "participating municipality" on the same basis as each of the existing Participating Municipalities with the same rights and subject to the same obligations of a "participating municipality" as provided for in the IMA. Such intention is evidenced by resolution of the Town Board of the Town of Walworth, a certified copy of which is attached hereto as Exhibit "B," approving this Memorandum of Understanding. Without limiting the generality of the foregoing, the Town of Walworth hereby agrees to:

- (i) pay as a component of its Service Fee due to the Authority a Capital Charge in an amount that will not exceed its Pro Rata Share of the debt incurred by the Authority to fund the Enhanced Regional Project based on the relative number of EDUs attributable to the Town of Walworth during each year of the IMA (a preliminary estimate of the Pro Rata Share of the Town of Walworth, the Participating Municipalities and the Town of Palmyra for the initial Billing Year is set forth in Exhibit "C" attached hereto);
- (ii) allocate the Capital Charge component of its Service Fees payable to the Authority under the IMA among the users of the Enhanced Regional Project in districts or service areas within the Town of Walworth benefiting from the Enhanced Regional Project by assessing, levying and collecting the expense thereof from the several lots and parcels of land within such districts or service areas pursuant to Town Law §202 and/or 202-a such that if unpaid, they can be relieved by Wayne County pursuant to Real Property Tax Law §936(1);
- (iii) adopt the "Common Definition of EDU" as referenced in the IMA and as set forth in Exhibit "D" attached hereto; and
- (iv) transfer to the Authority those existing facilities and equipment including pump stations that will constitute elements of the overall Enhanced Regional Project improvements as specified by the Authority upon consultation with its engineers and the Town of Walworth.

2. Reimbursement of Additional Project Development Costs.

- a. The Authority and each of the Participating Municipalities have already incurred and paid significant Project Development Costs to advance the Regional Project. In order to accommodate the Town of Walworth's desire to participate in the Enhanced Regional Project, the Authority is likely to incur substantial additional Project Development Costs consisting of engineering, legal, environmental studies and clearances, bond counsel, financing, underwriting and closing costs, site acquisition and related costs (collectively, the "Walworth Participation Costs") required to include the Town of Walworth in the Enhanced Regional Project.
- b. The Walworth Participation Costs are solely the responsibility of the Town of Walworth, in accordance herewith. The Town of Walworth shall promptly reimburse the Authority for up to the first \$20,000 of such costs incurred by the Authority between the Effective Date of this Memorandum of Understanding and a preliminary determination by EFC and DEC to either support or decline to support participation by the Town of Walworth in the Enhanced Regional Project, upon the presentation of one or more invoices. Such Walworth Participation Costs shall be a result of the Authority's efforts to evaluate the

potential participation of the Town of Walworth in the Enhanced Regional Project and to secure such preliminary determinations by the EFC and DEC.

- c. Assuming (i) the Authority receives such preliminary approval from EFC and DEC, and (ii) the Town of Walworth advises the Authority in writing of its intent to continue to explore its participation in the Enhanced Regional Project after notification by the Authority of such approval, the Town of Walworth shall become responsible for further reimbursement to the Authority for any additional Walworth Participation Costs in excess of such amount up to a total aggregate amount of \$50,000, but only in the event that the Town of Walworth does not become a “full participant” in the Enhanced Regional Project. Full participation shall be evidenced by execution of an addendum to, or amended and restatement of, both the IMA and the Control Agreement (in each case, a “Definitive Agreement” and collectively, the “Definitive Agreements”) on mutually agreeable terms fully executed by the Authority, each of the Participating Municipalities, the Town of Palmyra and the Town of Walworth by the date set forth in Section 3(c) below. Provided, however, that the Town of Walworth shall be reimbursed by the Authority for up to \$50,000 of such costs, and any additional Walworth Participation Costs in excess of that amount need not be reimbursed by the Town of Walworth, but in each case shall be reimbursed to the Authority out of bond, grant and/or loan proceeds as part of the cost of issuance upon the closing of financing for the Enhanced Regional Project, assuming (i) the Town of Walworth does become a full participant in the Enhanced Regional Project as defined above and (ii) the Enhanced Regional Project successfully advances to closing of necessary project financing following satisfaction or waiver by the Authority in its discretion of each of the conditions precedent set forth in Section 3 (b) below.
- d. The Town of Walworth shall allocate the Walworth Participation Costs among the current users of the Walworth Treatment Plant including, for the avoidance of doubt, users within the Gananda Sewer District and shall not seek to recover any such costs from the Town of Macedon.

3. **Statement of Intent Only/Conditions Precedent.**

- a. Except for the commitment to reimburse the Authority for the Walworth Participation Costs as set forth in Section 2 above, this Memorandum of Understanding expresses the intent of each of the Parties only and is not otherwise an enforceable contract. The transactions contemplated by this Memorandum of Understanding are expressly subject to the negotiation, preparation and signing of Definitive Agreements fully specifying the terms of the transactions and any desirable additional terms and conditions.

b. Any agreement resulting from this Memorandum of Understanding would be subject to (i) approval by the Town Board of the Town of Walworth, following any required public hearings and compliance with the requirements of the Town Law, and the Board of the Authority; (ii) compliance with SEQRA and/or NEPA, as applicable to the additional elements of the Enhanced Regional Project; (iii) the consent and/or approval of DEC, EFC and/or other funding sources confirming that the proposed inclusion of the Town of Walworth in the Enhanced Regional Project will not adversely affect financing commitments and/or permitting approvals received to date including, without limitation, any grants, favorable hardship funding, interest-free and/or subsidized loans, and/or approval of the Preliminary Engineering Report; (iv) bonding by the Authority; (v) additional commitments for adequate funding for additional elements of the Enhanced Regional Project including EFC loans and any available additional grants from DEC or other funding agencies; (vi) acquisition by the Authority of the site for the regional treatment plant and pump stations; (vii) the Authority obtaining all necessary easements, licenses, rights-of-way, environmental clearances and approvals for the Enhanced Regional Project; and (viii) formation of improvement districts and/or improvement areas, if any, as required for participation in the Regional Project by the Town of Walworth.

c. If this Memorandum of Understanding does not result in Definitive Agreements between the Authority and the Town of Walworth, approved by the Walworth Town Board, together with the consent of each of the Participating Municipalities and the Town of Palmyra by September 1, 2019, this Memorandum of Understanding shall be null and void and of no further effect and neither Party shall be liable to the other for any costs or damages whatsoever related to this Memorandum of Understanding, except that the Town of Walworth shall promptly reimburse the Authority for any and all Walworth Participation Costs through and including such date, up to \$50,000.00 total, as provided for in Section 2 above.

4. Counterparts. This Memorandum of Understanding may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Execution by the Participating Municipalities and the Town of Palmyra. Each of the Participating Municipalities and the Town of Palmyra executes this Memorandum of Understanding solely to evidence their respective consent to the inclusion of the Town of Walworth in the Enhanced Regional Project on the terms, covenants and conditions set forth herein.

2. Approve: Budget Modification reflecting credit from Time Warner for overcharge of internet service: Brad Cook made the motion to approve the Budget Modification reflecting credit from Time Warner for overcharge of internet service, as written below:

Second: Brad Cook

Vote: 3 Ayes. Carried

TOWN OF PALMYRA
2019 Budget Modification
June 27, 2019

GENERAL FUND

Increase Other Budgetary Purposes:

Acct# 962.01.000.00 Other Budgetary Purposes – Repair Reserve/town hall Amt: \$2,800

Decrease Appropriations:

Acct# 16204.01.000.12 Building – Contractual Exp/telephone & internet Amt: \$2,800

- Amount reflects credit from Time Warner for overcharge of internet service.

The Supervisor pointed out that Book keeper Petra Anderson noticed the incorrect charges on the bill.

3. Approve: Supervisor to Sign Agreement with K-Way Farms and Genesee Land Trust: Brad Cook made the motion to approve the Palmyra Town Supervisor to sign agreement with K-Way Farms and Genesee Land Trust. This will be **ATTACHMENT B**

James Welch seconded the motion, and a roll call vote was requested.

Councilman Lambrix Aye
Councilman Welch Aye
Councilman Pipitone Absent
Councilman Cook Aye
Supervisor Miller Aye

Vote: 4 Ayes. Carried

4. Approve: Approve Order on Consent and Administrative Settlement Regarding the Old Palmyra Landfill: Brad Cook made the motion to

approve the Palmyra Town Supervisor to sign the Order on Consent and Administrative Settlement regarding the Old Palmyra Landfill, Index No. 8-20190125-16. This will be **ATTACHMENT C**

James Welch seconded the motion, and a roll call vote was requested.

Councilman Lambrich	Aye	
Councilman Welch	Aye	
Councilman Pipitone	Absent	
Councilman Cook	Aye	
Supervisor Miller	Aye	Vote: 4 Ayes. Carried

5. Approve: Labella Associates Professional Agreement for services related to the Old Palmyra Landfill: Mike Lambrich made the motion to approve the Palmyra Town Supervisor to sign LaBella Associates Professional Service Agreement for services related to the Old Palmyra Landfill, once the agreement is amended to match verbiage used consistently in title, as above, with attached cost estimate. This will be **ATTACHMENT D**

Jim Welch seconded the motion, and a roll call vote was requested.

Councilman Lambrich	Aye	
Councilman Welch	Aye	
Councilman Pipitone	Absent	
Councilman Cook	Nay	
Supervisor Miller	Aye	Vote: 3 Ayes. Carried 1 Nay

6. Approve: Approve Resolution #10-2019 Health Insurance Benefits: Brad Cook made the motion to approve Resolution #10-2019 Health Insurance Benefits Resolution as written above.

Second: James Welch Vote: 3 Ayes. Carried

7. Approve: Transfer of funds from Revaluation Reserve to General Fund: Mike Lambrich made the motion to approve the transfer of funds in the amount of \$2,010.60 from the Revaluation Reserve to General Fund. The intended use of the funds is to cover expenses for 2019 revaluation.

Second: Brad Cook Vote: 3 Ayes. Carried

8. Approve: Transfer of Funds from Refuse Reserve to General Fund: James Welch made the motion to approve the transfer of funds in the

amount of \$8,106.18 from the Refuse Reserve to General Fund. The intended use of the funds is to cover expenses for the Old Palmyra Landfill.

Second: Mike Lambrix

Vote: 3 Ayes. Carried

9. Approve: Elmer W. Davis to install airflow upgrades on Town Hall:

Brad Cook made the motion to approve Elmer W. Davis to install airflow upgrades on SW Quadrant at the Town Hall, not to exceed \$6,500.00, as proposed. This is a budgeted amount.

Second: James Welch

Vote: 3 Ayes. Carried

10. Approve: Newark to Construct Permanent Easement:

Mike Lambrix made the motion to approve the Town of Palmyra Supervisor to sign the agreement to allow a permanent easement for the installation, operation and maintenance of utility equipment with the Town of Arcadia and Wayne County Water and Sewer Authority. This will be **ATTACHMENT E** (This is where they will tap into Hanley Road at edge of Arcadia.)

Second: Brad Cook

Vote: 3 Ayes. Carried

11. Approve: Sewer Extension with Town Arcadia:

Mike Lambrix made the motion to approve the Town of Palmyra Supervisor to sign the agreement to allow the WCWSA to tie into Hanley Road.

Second: James Welch

Vote: 3 Ayes. Carried

12. Approve: Purchase of Dell Computer for Town Clerk's Office:

Mike Lambrix made the motion to approve Dell Computer for Town Clerk Office, not to exceed \$800.00. The specific quote will be **ATTACHMENT F**

Motion to approve claims and expenditures:

Mike Lambrix made the motion to approve claims and expenditures for the month of June 2019, Vouchers #558 thru #669 totaling \$111,679.15.

Second: Mike Lambrix

Vote: 4 Ayes. Carried

Adjourn Meeting: At 7:34 PM, Jim Welch made the motion to adjourn the meeting.

Second: Mike Lambrix

Vote: 4 Ayes. Carried

Respectfully submitted,

Irene Unterborn
Town Clerk, as recorded in her absence by Deputy Town Clerk Heidi Jarvis

- ATTACHMENT A NOTICE FROM TAXATION AND FINANCE
REGARDING ASSESSMENTS**

- ATTACHMENT B AGREEMENT GENESEE LAND TRUST AND
K- WAY FARMS**

- ATTACHMENT C ORDER ON CONSENT AND ADMINISTRATIVE
SETTLEMENT FOR OLD PALMYRA LANDFILL**

- ATTACHMENT D LABELLA PROFESSIONAL AGREEMENT W/
TOWN RE: OLD PALMYRA LANDFILL**

- ATTACHMENT E PERMANENT EASEMENT ON HANLEY RD FOR
WCWSA UTILITY LINES AND EQUIPMENT**

- ATTACHMENT F DELL COMPUTER PURCHASE SPECIFICATIONS**

Regular Town Board Meeting
Thursday July 25, 2019
7:00 PM - Palmyra Town Hall