CONTINUATION OF PUBLIC HEARING ROSE COON SPECIAL USE AUTHORIZATION – BAIT SHOP

The Public Hearing originally held on Thursday, April 27, 2000 at the East Palmyra Fire Hall, Tellier Road, East Palmyra, to consider the application of Rose Coon, 4025 NYS Route 31, Palmyra, NY for a Special Use Permit to operate a bait shop at her home, was adjourned until Thursday, May 25, 2000 and was called back into session at 8:00 PM by Town Supervisor David C. Lyon.

PUBLIC HRG - ROSE COON, BAIT SHOP

Those present at this public hearing in addition to the Town Board Members included:.

> Nelson Cook, Superintendent of Highways Julie Phillipe, Daily Messenger Fred McGowan, 829 Hanley Road Doris Wold, Courier-Journal

Supervisor Lyon reminded those present that this public hearing had been adjourned until this evening to allow the Palmyra Planning Board to have the opportunity to review the plans for same and to make a recommendation to the Town Board.

The following is a excerpt from the Planning Board minutes of the May 8, 2000 meeting:

Rose Coon, Recommendation to the Town Board for a Special Permit D. Wooden explained that this was a case of the Town Board holding a public hearing before the Planning Board review of the application. The Town Board continued the hearing until the May 25th meeting so that the PB could give a recommendation. The PB members reviewed the submitted business questionnaire.

MOTION: J. Cleason made a motion to recommend that the Town Board grant the Special Use Permit to operate a Bait Shop.

2nd: L. Kaller VOTE: Unanimous

Supervisor Lyon asked if there was any more information to be added to this public hearing. There being none, he declared this public hearing closed at 8:05 PM.

REGULAR TOWN BOARD MEETING

The regular meeting of the Town Board, Town of Palmyra, scheduled to be held on Thursday, May 25, 2000, at the Village Hall, 144 East Main Street, Palmyra, NY, was called to order at 8:05 PM by Town Supervisor David C. Lyon.

PLEDGE OF ALLEGIANCE

CALL TO

ORDER

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

ROLL CALL

Upon roll call, the following Board members were present:

Town Supervisor
Town Board Members:

- David C. Lyon

- David Nussbaumer

- Lynne Green

- Michael Lambrix

- James Welch

James Welch moved to approve the minutes of March 23,

2000 and April 13, 2000, as submitted.

MTN TO APV MINUTES OF 3/23 & 4/13 2000

Seconded by: Lynne Green Carried: Unanimously

COMMUNICATIONS

- 1. VFW/American Legion Memorial Day parade, Mon., May 29, 9:00AM Board participation invitation
- 2. Palmyra Economic Development Request for funding, Music Fest 2000
- 3. Crop Walk 2000 Report
- 4. Stuart I. Brown Associates Inc. North Sewer District Floodplain and Wetlands Mgmt Review
- 5. Wayne Co Health Care Plan Premium increase notification
- Canal Work Permit Sanitary sewer crossing, North Sewer District Project
- 7. Wayne Co Soil & Conservation District Professional services notification
- 8. Wayne Co Treasurer Receipt of 1999 Dog Fund Surplus
- 9. Common Good Planning Center- Transit Innovations in Upstate NY, 6/7 & 6/21, Rochester
- 10. NYS Office of the State Comptroller Satellite teleconference Building blocks for Town Government June 15 at 6:15 PM Cooperative Extension, Rt. 88, Newark

REPORTS OF STANDING COMMITTEES

Assessment Committee – Lynne Green, Chairman

ASSESSOR UPDATE – NO REPORT

Assessor Update

No report at this time...

Highway Committee – David Nussbaumer, Chairman

1. Highway Supt. Update

HIGHWAY UPDATE

Nelson Cook, Highway Superintendent, reported to the board that the amount of rain we have had has not helped the work

situation at all. He said he has not yet received the final figures from the auctioneer and that the possibility of moving the auction is under discussion at this time.

MTN TO APV TRANSFER OF FUNDS

2. Transfer of funds

The following transfer of funds was moved by David Nussbaumer:

Motion to transfer \$3,850.00 from the Highway Common

Reserve Fund (HA0237) to the General Fund-Common Highway

Facility (A5032) to cover the cost of doors for the highway barn.

Seconded by: Michael Lambrix Carried: Unanimously

Planning Committee – James Welch, Chairman

1.Rose Coon Special Use Permit – Subject of Public Hearing

MTN TO APV SPECIAL USE PERMIT ROSE COON – BAIT SHOP

James Welch moved to approve the application of Rose Coon to have a bait shop at her residence at 4025 Rt. 31, Palmyra, with conditions to be set down by the committee.

Seconded by: Michael Lambrix Carried: Unanimously

Zoning Board – Michael Lambrix, Chairman

CEO UPDATE

1. CEO Update

CEO Robert Grier submitted the office's calendar for May, on file in the Town Clerk's Office.

AGENDA ITEMS

MTN TO APV WATER SUPPLY AGREEMENT

Water Supply Agreement approval & signatures
 The following resolution was moved by Michael Lambrix
 and seconded by David Nussbaumer:

WATER SUPPLY AGREEMENT-YEAR 2000

AGREEMENT made this 25 day of May, 2000 by and among the VILLAGE OF PALMYRA, a municipal benefit corporation in the Town of Palmyra, County of Wayne and State of New York, part of the first part, hereinafter referred to as "Village"; the TOWN OF PALMYRA, a municipal benefit corporation situate in the County of Wayne and State of New York, party of the second part, hereinafter referred to as "Town" and the WAYNE COUNTY WATER & SEWER AUTHORITY, a statutory public benefit corporation situate in Wayne County, New York State, party of the third part, hereinafter referred to as the "Authority". The "Authority", on its own behalf and on behalf of the "Town", is sometimes referred to as the "Purchasers".

RECITATION:

- "Town" has created a number of water districts and extensions thereto in the Town of Palmyra, outside the Village of Palmyra.
- "Village" has sold surplus water to the "Town" for the town water districts for a number of years, which contract has been amended from time to time, and the most recent amendment was dated August 10, 1995.
- In the August 10, 1995 contract, the "Village" agreed to supply the "Town" with surplus water for four successive periods of five years each commencing August 10, 1995.
- 4. The "Town" leased all of its water systems, both present and future, to the "Authority" pursuant to an Agreement dated April 9, 1997, and the lease term commenced on February 13, 1998. Pursuant to the lease, the "Authority" is responsible for providing public water service in the "Town". In the event that the lease between the "Authority" and the "Town" expires or otherwise terminates, in that event the Town shall be automatically

deemed to be the "Purchasers" without assignment or further action by either the "Town" or the "Authority" and the "Town" shall assume all the rights and responsibilities of the "Authority". The "Authority" agrees to consult with the "Town" in any matter or item, which would be effective beyond the terms of the existing lease agreement between the "Town" and the "Authority".

- 5. The "Authority" was assigned the interest of the "Town" in the contracts with the "Village" and the Town of Manchester by a certain assignment dated the 12th day of February 1998.
- 6. Thereafter the parties agreed to formalize a Memorandum of Understanding executed by the parties on or about the 29th day of May 1998.
- 7. The Memorandum enumerated certain goals as follows:
 - a) provide water supply to areas of the "Town" along Canandaigua and Stafford Roads, which meet contemporary standards;
 - normal working pressure of 50 70 PSI;
 - ii) fire flow requirements as are established by the Insurance Service Organization
 - b) To continue to utilize the "Village" as a supplier of water to areas of the "Town" south of the "Village" within the limits of the "Village's" supply resources and within acceptable contract terms;
 - c) To minimize capital and operating costs to both the "Village" and the "Town".
- 8. The parties agreed that certain capital improvements and auxiliary infrastructure were required to meet these goals.
 - a) Town of Manchester would create and complete its "Central Water District" which would be able to supply water from Manchester to the "Authority" for the Stafford Road area and Canandaigua Road in the "Town" in a manner that would meet contemporary standards of the Department of Health of the State of New York.

- The connection to Manchester would be completed by December 31, 1999.
- b) The "Town" would obtain regulatory approval and construct a crossing of the "Barge Canal" to allow public water service to be provided to the areas of the "Town" north and south of the Barge Canal by December 31,1999.
- c) The "Town" would cause to be built a one million-gallon storage facility north of the Barge Canal (the "New Tank") to provide storage to benefit the "Town" and the "Authority" and in case of emergency, the "Village" by December 31, 1999. The New Tank, once completed, will be part of the water system leased to the "Authority".
- d) The "Village" would modify and enlarge its East Pump Station to enable water to be pumped to the New Tank by December 31, 1999. Water pumped to the storage facility would offset the "Village's" loss of water sales for Canandaigua Road and Stafford Road.
- e) The "Village" will develop supporting documentation and apply for and secure appropriate water supply agreements from the State Department of Environmental Conservation to supply no less than 18 million gallons per year to the "Town" and the "Authority", which may increase by one million gallons per year to 40 million gallons per year by the year 2018.
- f) The water shall be delivered to the "Authority" at points selected by the "Authority" at an average of 50,000 gallons per day increasing to 110,000 gallons per day over the life of the contract with the maximum daily demand not to exceed more than 2.2 times the daily average rate.
- 9. The parties agree that all of the items in paragraph 7 have been completed as of this date and each party has furnished to the others, documentation to reflect that the items have been completed.

10. The parties agree that since all of the conditions precedent have been met, they wish to memorialize and implement the other agreements contained in the Memorandum.

11. Definitions:

- a) The definition of treated water is water that has been processed and treated and found to meet the standards of the State of New York for drinking water.
- b) The existing suppliers of the "Authority" for the service area that includes the "Town", are the Monroe County Water Authority, Town of Ontario and Town of Williamson, as of the date of this Agreement.
- c) Blended supply costs are costs paid by the "Authority" to the existing suppliers for water purchased. The price is quoted in 1,000-gallon units. Blended supply costs are determined annually, on the basis of a calendar year.

NOW, THEREFORE, IN CONSIDERATION of the mutual premises and covenants herein, it is agreed as follows:

- A. <u>Sale of Water.</u> The "Village" agrees to sell its treated surplus water to the "Purchasers" on the terms and conditions contained herein. The "Purchasers" agree to purchase the "Village's" surplus treated water on the terms and conditions contained herein.
 - 1. The "Purchasers" will purchase and the "Village" will sell a minimum of eighteen (18) million gallons of water per year. The "Purchasers" shall have the option of increasing the minimum number of gallons purchased each year by one million gallons by notifying the "Village" at least 90 days prior to the end of the calendar year of "Purchasers" desire to exercise this option. The minimum gallons to be purchased by the "Purchasers" under this option may increase to forty (40) million gallons per year over the term of this agreement.
 - a) The "Village" agrees to deliver the water purchased at an average rate of 50,000 gallons per day.
 - b) The parties agree that as the "Purchasers"

increase its annual minimum gallons purchased, the average delivery rate will increase to a maximum averaged delivery rate of 110,000 gallons per day over the life of the contract.

- c) The parties agree that the maximum daily demand for water by the "Purchasers" may not be more than 2.2 times the then daily average delivery rate.
- d) The parties agree that during the period from May 1 to October 1 in each year, if the "Village" has surplus treated water and can deliver the surplus treated water to the East Pump Station, the "Purchasers" shall have the option of purchasing an additional 100,000 gallons per day above the average daily delivery rate in effect in that year.
- e) The parties agree that the daily delivery rate of water to the "Purchasers" shall be regulated through the level control of the New Tank.
- f) The parties further agree that delivery may be controlled from time to time by any other technical means satisfactory to each party including, but not limited to, off-peak pumping. The technical means for controlling delivery other than the level control of the New Tank shall be approved by the "Purchasers" and the "Village" in a memorandum from time to time signed by the parties and approved, if required, by the parties independent consulting engineers.
- B. <u>Regulatory approvals.</u> The "Village" shall at its expense develop and process all material and applications necessary to obtain regulatory approval to sell water contracted to be sold by this agreement and fulfill its terms. Copies of all approvals shall be furnished to the "Purchasers" including such data as may be necessary for the "Purchasers" to exercise its options under this agreement.
- C. <u>Price of Water Sold.</u> The "Purchasers" agree to pay and the "Village" agrees to accept for treated water delivered pursuant to this agreement, the "blended supply costs" of water paid by the "Authority" to its suppliers. (The suppliers for the purpose of this contract, are Monroe County Water Authority, Town of Ontario and Town of Williamson.) The "Authority" shall determine its blended supply costs annually, at the end of each calendar year and shall give written notice to the village of its blended supply costs. The rate determined at the end of the year shall be the applicable blended supply costs for purchases from

the Village during the following year. The actual blended supply costs for 1999 were \$1.51 per thousand gallons, which shall be the rate for purchases from the "Village" in 2000. The price paid for water delivered; pursuant to this contract shall never be less than \$1.35 per 1,000 gallons. The parties agree that at the time of this contract the "Village" has under consideration the following improvements to its system; and such improvements will not be included in any "surcharge" to the "Purchasers" pursuant to paragraph D below:

- new water line to Canandaigua Lake and facilities at Canandaigua Lake for obtaining the water.
- new water main on Jackson Street.
- 3) modification of the East Pump Station.
- D. <u>Surcharge.</u> The parties agree that if the "Village" must initiate a major capital improvement other than the three improvements listed in paragraph C above, the "Authority" and "Village" will negotiate a reasonable surcharge on the "blended supply costs" to assist the "Village" in paying the cost of the major capital improvement. However, if no agreement is reached, then the "Purchasers" shall have the absolute right to purchase a minimum of 18 million gallons of treated water per year at the "blended supply cost".
- E. <u>Term of this agreement</u>. This agreement shall be for 20 years commencing in the year 2,000 on the date of the "Village" commences delivery of the 50,000 gallons per day, or the date that final approvals for the sale of water pursuant to the contract are received from the regulatory authority whichever comes first. The existing contracts between the "Village" and the "Town" for the sale of water as required the terms shall be deemed to be amended to reflect the terms of this Agreement.
- F Option to Renew. The parties agree that the "Purchasers" shall have the option to renew this agreement for an additional term of twenty (20) years, subject only to review of the pricing by the parties.
 - G. <u>Existing Water Supply Agreements</u>. The existing agreements among the parties hereto, except as amended herein are hereby reaffirmed as if set forth at length.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed in triplicate as of the day and year first above written, each of which shall constitute an original for all purposes.

Carried: Unanimously

2. Justice Court Assistance Program – grant application approval

Lynne Green moved to approve the grant application for the Justice Court Assistance Program.

Seconded by: David Nussbaumer Carried: Unanimously

3. Palmyra EDC – Request for funding – Music Fest 2000

MTN TO APV APPLICATION FOR JUSTICE COURT ASSTNCE PRO.

MTN TO APV FUNDING FOR MUSIC FEST 2000

Lynne Green moved to help the Palmyra Economic Development Corp. with \$125.00 towards the Music Fest 2000 to be held in the Village Park on Saturday, June 10, 2000.

Seconded by: David Nussbaumer Carried: Unanimously

4. Wayne County Mowing Contract for approval
The approval for the following contract was moved by David
Nussbaumer and seconded by Michael Lambrix:

MTN TO APV WAYNE CNTY MOWING CONTRACT

AGREEMENT

MOWING ON COUNTY ROADS

(2000 Season)

THIS AGREEMENT made as of the 25th day of May, 2000, by and between the COUNTY OF WAYNE ("County'.), a municipal corporation of the State of New York, with offices at 26 Church Street, Lyons, New York 14489, and PALMYRA HIGHWAY DEPARTMENT, 131 Kent Street, Palmyra, New York 14522, acting by and through the TOWN OF PALMYRA ("Town"), a municipal corporation of the State of New York, with offices at 201 East Main Street, Palmyra, New York 14522.

WITNESSETH:

WHEREAS, pursuant to Wayne County Board of

Supervisors Resolution No.186-00, which authorized an agreement between the Wayne County Board of Supervisors and the Town Board of the Town of Palmyra have duly approved and authorized a contract between the County and the Town for the mowing of all County roads in the Town of Palmyra;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. TERM

The term of this agreement shall commence on April I, 2000, and end on April 1, 2001.

2. SCOPE OF SERVICES

- (a) The Town shall furnish all personnel, equipment, materials and do all work necessary for the mowing of grass on all County roads within the boundaries of the Town. Compensation for all services performed pursuant to the provisions of this subparagraph shall be paid in accordance with Paragraph 4(a) below.
- (b) All work shall be performed in accordance with methods and procedures approved by the County Superintendent of Highways.
- (c) The County Superintendent of Highways may, upon written order, stop the work under any part of this agreement if the work of control of grass by the Town is inadequate or unsatisfactory and not being performed in the best interest of the public.

3. DESIGNATION OF TOWN REPRESENTATIVE

The Town shall designate and hereby does designate the Town Superintendent of Highways as the representative of the Town who shall be in responsible charge and shall have supervision of the performance of the work under this agreement.

4. COMPENSATION AND PAYMENT

For services provided by the Town pursuant to Paragraph 2(a) above, the County shall pay the Town \$117.84 per mile. The Town shall submit a bill for services at the end of the

summer season. Payments for such services shall be made after audit and approval by the Board of Supervisors of claims for payment submitted by the Town and approved by the County Superintendent of Highways.

5. ASSIGNMENT AND SUBCONTRACTING

The Town shall not assign or transfer this agreement or any interest arising herein, and shall not enter into subcontract for the performance of the services provided for herein, without the prior written consent of the County.

6. INDEMNIFICATION BY TOWN

Notwithstanding the limits of any policy of insurance provided or maintained by the Town, the Town shall defend, indemnify, and hold harmless the County and its officers, employees, and agents from any and all claims, actions, proceedings, liabilities, damages, and costs (including, but not limited to, attorneys' fees) of every kind and nature arising out of or resulting from the performance of this contract.

7. INSURANCE

(a) The Contractor, at its own cost and expense, shall procure and maintain the following insurance coverages with limits of liability not less than the limits specified:

General Liability: (Comprehensive or Commercial Form)

Comprehensive Form:

Premises/Operations
Products/Completed Operations
Contractual Liability
Independent Contractors
Personal Injury
Broad Form Property Damage

Combined Single Limit for Bodily \$1,000,000 each

occurrence

Injury and Property Damage \$1,000,000 aggregate

Personal Injury \$1,000,000 aggregate

Commercial Form (must include same coverages as required above for the Comprehensive Form):

Bodily Injury and Property
Damage Limit

\$1,000,000 each

occurrence

Products/Completed Operations

Limit \$1,000,000 aggregate

Personal Injury and Advertising

Injury Limit \$1,000,000 each person or organization

General Aggregate Limit \$2,000,000

The County of Wayne and its officers, employees, and agents shall be named as Additional Insureds on a direct primary basis under the policy issued for these coverages.

Automobile Liability

Owned, Hired and Non-Owned Autos
Combined Single Limit for Bodily Injury and Property Damage
\$1,000,000 each accident

Workers' Compensation and Employers' Liability Statutory coverage complying with New York Workers' Compensation Law

- (b) It is expressly understood and agreed by the Contractor that the insurance requirements specified above contemplate the use of occurrence liability forms. If claims-made coverage is evidenced to satisfy any of the specified requirements, the Contractor shall comply with the following requirements:
 - (i) If the claims-made coverage terms designate a specific retroactive date, the Contractor shall maintain a retroactive date which is not later than the earlier of (a) the date of the commencement of the term of this agreement, or (b) the original coverage retroactive date for the Contractor's first claims-made policy for each and every coverage provided on a claim-made basis;
 - (ii) For the duration of this agreement or any subsequent renewals, if the retroactive date is advanced or if the policy is materially changed, cancelled or not renewed, the Contractor shall purchase, at its own expense, an Extended Reporting

Endorsement. This endorsement must provide an Extended Reporting Period ("Tail" coverage) in compliance with the minimum standards prescribed by the Insurance Department of the State of New York in Regulation No.121 (11 NYCRR 73) or its subsequent amendments or revisions;

- (iii) Upon termination of the services provided to the County by the Contractor, the Contractor shall maintain such claims-made coverage without interruption for a period of time equal to the length of any Extended Reporting Period requirement as specified above. If the retroactive date is advanced or if the policy is materially changed. cancelled, or not renewed during this period of time, the Contractor shall purchase, at its own expense, an Extended Reporting Endorsement that is in compliance with the minimum insurance standards prescribed by the Insurance Department of the State of New York in Regulation No.121 (11 NYCRR 73) or its subsequent amendments or revisions.
- (c) The insurance carriers providing the above coverages shall be licensed to do so in New York State and shall also be rated no lower than "B+" by the most recent Best's Key Rating Guide or Best's Agent's Guide or must be otherwise acceptable to the County Board of Supervisors.
- (d) Upon execution of this agreement, the Contractor shall furnish the County with original Certificates of Insurance evidencing that policies of insurance have been issued and are in effect for the required coverage. If the policy expires during the term of this agreement, the Contractor immediately shall furnish an original Certificate of Insurance evidencing proper renewal or replacement of the policy. The Contractor shall use the Wayne County Standard Insurance Certificate Form, a copy of which is attached hereto and marked Exhibit B, except that the IIA/ACORD form Certificate of Insurance may be used provided the Acknowledgment and Cancellation provisions set

forth in Sections VI and VII on the Wayne County Standard Insurance Certificate are added verbatim to the form.

8. PARAGRAPH HEADINGS

The paragraph headings in this agreement are inserted for convenience of reference only and are not be construed as defining, modifying, or limiting, in any way, the scope or intent of the provisions of the agreement.

ENTIRE AGREEMENT

It is understood and agreed that this entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof. Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties have executed this contract on the date first written above.

Carried: Unanimously

Set public hearing Date – Thomas/Jalbert Special Use Permit Application

Michael Lambrix moved to set June 22, 2000 at the Village hall at 8:00 PM to hold the public hearing to consider the application of Vera Thomas and Kara Jalbert for a special use permit to take care of children at the Thomas home located at 1958 E. Palmyra-Pt. Gibson Road, Palmyra.

Seconded by: David Nussbaumer Carried: Unanimously

MTN TO SET PUBLIC HRNG DATE FOR THOMAS/ JALBERT SPEC USE CHILD CARE AT HOME 6. Set Public Hearing date - Proposed Local Law #1 of 2000 – Sewer Rents

David Nussbaumer moved to set Thursday, June 22, 2000 at the

Village Hall, at 8:00 PM to hold a public hearing to consider

Local Law #1 of 2000 entitled "Sewer Rents."

Seconded by: Michael Lambrix Carried: Unanimously

7. Notice of Resignation

Beverly E. Hickman, Town Clerk, read the following letter of resignation to those present:

May 18, 2000

Dear Bev,

It is with careful consideration that I inform you that effective June 15, 2000 I will resign from my position as Deputy Clerk of the Town of Palmyra, I sincerely thank you and the Town Board for allowing me the opportunity to work here for the last twelve years, but at this point in time I feel compelled to spend the next couple of years at home with my family, full-time. I will do my best to help make the transition as easy as possible for everyone in the office.

Thank you all again. Sincerely, Sue Regis

Mrs. Hickman said that it is truly with deep regret that she accepts this resignation; Sue has been a pleasant asset to the Town Clerk's Office and she will definitely be missed.

 Authorize any interested Town Employee to attend the Teleconference (Item 10 -Communications this meeting) MTN TO SET PUBLIC HRNG DATE – PROPSED LOCAL LAW #1 OF 2000

NOTICE OF RESIGNATION – SUE REGIS, DEPUTY TOWN CLERK MTN TO AUTH TN EMPLOYEES TO ATTND TELECNFRNCE David Nussbaumer moved to authorize any town employee to attend the teleconference entitled "Building Blocks for Town Government" to be held June 15, 2000 at the Cooperative Extension Building. Rt. 88, Newark, with a registration fee of \$10.00 each.

MTN TO APV PAYMNT OF CLAIMS ON ABSTRACT #5 David Nussbaumer moved to approve payment of the claims and expenditures as listed on vouchers #430-510 With a total of \$ 129,372.86, as shown on Abstract #5.

Seconded by: Michael Lambrix Carried: Unanimously

MTN TO ADJRN

Seconded by: James Welch Carried: Unanimously

David Nussbaumer moved to adjourn this meeting of the

Town Board.

Seconded by: Michael Lambrix Carried: Unanimously

Respectfully submitted,

Beverly E. Hickman Town Clerk