

**VILLAGE OF PALMYRA BOARD OF TRUSTEES**  
**REGULAR MEETING**  
 May 21, 2001                      6:30 p.m.

**PRESENT:** Deputy Mayor Celentano, Trustees DeVogelaere, and Gunkler, Attorney Art Williams. Trustee Salomon and Mayor Wilson out of town.

**CALL TO ORDER:** Deputy Mayor Celentano called the meeting to order at 6:30 p.m.

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES:** Motion by Trustee Gunkler, second by Trustee DeVogelaere to approve the minutes from May 7, 2001. Vote, 3 ayes. CARRIED.

**APPROVAL OF ABSTRACT:** Motion by Trustee Gunkler, second by Trustee DeVogelaere to approve payment of Abstract #12 for vouchers #840-#907 for \$162,380.06. Vote, 3 ayes. CARRIED.

**TAX LEVY:** Motion by Deputy Mayor Celentano, second by Trustee Gunkler to adopt the following tax levy:

**A resolution** levying the total taxes and other charges extended and levied against each parcel of real property shown on the rolls prepared and verified by the assessors for the 2001-2002 fiscal year.

RESOLVED that there be levied and assessed against the real property of the Village of Palmyra the following sums for Village government and other charges for the fiscal year 2001-2002 a tax rate of \$8.78 per thousand of assessed valuation.

**TAX RATE CALCULATION:**

$$\begin{array}{r} \text{General Fund Tax Levy X } \$1,000 = 825,063 \text{ X } \$1,000 = \\ \text{Assessed Valuation} \qquad \qquad \qquad \$93,970,800.00 \end{array}$$

\$8.78    Thousand

|  |              |
|--|--------------|
| General Fund Levy (A980-A1001)               | \$825,063.00 |
| Omitted Taxes of Previous Years              |              |
| Excess on Roll                               |              |
| Total Taxes for Current Budget               |              |
| Delinquent Water Rents & Charges (A250/A630) | \$ 14,834.49 |
| Delinquent Sewer Rents & Charges (A250/A630) | \$ 19,183.08 |
| Delinquent Special Assessments (A250/A630)   | \$ 95,143.38 |
| Total Real Property Taxes &                  |              |
| Other Charges on Roll                        | \$954,223.95 |

Vote, 3 ayes. CARRIED.

**TAX WARRANT:** Motion by Deputy Mayor Celentano, second by Trustee Gunkler to execute the following tax warrant:

TO: Darlene Matteson  
 Village Treasurer

YOU ARE HEREBY COMMANDED to receive and collect from the several persons named in the tax roll hereunto annexed, the several sums stated in the last column hereof opposite their respective names, being a total of \$954,223.95 for the following purposes:

|                                    |              |
|------------------------------------|--------------|
| For the current Budget             | \$825,063.00 |
| For Omitted Taxes of Previous Year | \$           |
| For Charges for Services PC001     | \$ 95,143.38 |
| For Relevied Water Rents & Charges | \$ 14,834.49 |
| For Relevied Sewer Rents & Charges | \$ 19,183.08 |

For Special Assessments  
TOTAL

\$954,223.95

YOU ARE FUTURE COMMANDED to receive and collect such sums without additional charge between the first day of June and the first day of July, 2001, both inclusive; and thereafter to collect with such of the sums as have not been theretofore collected, an additional charge of five per centum for the first month or fraction thereof until paid.

YOU ARE FURTHER COMMANDED to return the tax roll and warrant to the village clerk on or before the first day of November, 2001, and to deliver to the Board of Trustees at the same time an account of the taxes remaining due and unpaid; describing each parcel of real property upon which taxes are unpaid, showing person or persons to whom the parcel is assessed and showing as to each parcel the amount of tax unpaid.

\_\_\_\_\_  
DEPUTY MAYOR

DATED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk

Vote, 3 ayes. CARRIED.

**EXECUTIVE SESSION:** Motion by Trustee DeVogelaere, second by Trustee Gunkler to enter executive session for discussion of a personnel matter. Vote, 3 ayes. CARRIED.

Motion by Deputy Mayor Celentano, second by Trustee DeVogelaere to re-enter public session. Vote, 3 ayes. CARRIED.

**POLICE OFFICER:** Motion by Trustee DeVogelaere, second by Trustee Gunkler to authorize Chief Dalton to begin a search process for another full-time temporary officer's position with the understanding that such position has not officially been created as yet. Vote, 3 ayes. CARRIED.

**CORRESPONDENCE/ANNOUNCEMENTS:**

- WC Water Quality Comm. - notice of grant award for pump-out facility \$1600
- Crop Walk-thanks
- Memorial Day Parade Monday May 28<sup>th</sup>, 2001 at 9:00 am.
- Letter of support from Pieter Smeenk, Mon. Co. Legislature re. Aldrich Change Bridge funding
- Letter of resignation - Mayor Wilson, effective Sunday, May 20, 2001

Deputy Mayor Celentano thanked Mayor Wilson for his contributions to the Village of Palmyra and its residents. He will be sorely missed.

**NEW/OLD BUSINESS:**

**CONSERVATION COMMITTEE:** The Board discussed the proposal from Michelle Ray about the formation of a conservation committee to act in a supportive role to the Board. The committee would provide information and interpretation of environmental regulations. They will act as a liaison for projects underway, as well as those in the initial planning process. The committee would be the primary resource for current environmental projects, such as the development of the former upland disposal site UDS 6-16. Contingent on Board approval, Ms. Ray thought the size of the committee would depend on community interest and project loads. She anticipated that members would volunteer their participation, when meetings are advertised. The period of involvement could be determined at a later date. In the beginning, meetings would probably take place once a month increasing if needed. Ms. Ray welcomes any Board advice. Motion by Deputy Mayor Celentano, second by Trustee Gunkler, to form the conservation committee as outlined, naming Micelle Ray to act as chair. Vote, 3 ayes. CARRIED.

**PROCUREMENT POLICY:** Motion by Trustee Gunkler, second by Trustee DeVogelaere to adopt the procurement policy as follows:

WHEREAS, Section 104-b of the General Municipal Law requires the governing body of every municipality to adopt a procurement policy for all goods and services which are not required by law to be publicly bid, and

WHEREAS, comments have been solicited from all officers in the Village involved in the procurement process, now, therefore, be it

RESOLVED, that the Village of Palmyra does hereby adopt the following procurement policy which is intended to apply to all goods and services which are not required by law to be publicly bid.

| Estimated Amount of Purchase | Method  |
|------------------------------|---|
| \$250 - \$999                | 2 verbal quotes   |
| \$1,000 - \$9,999            | 3 written/fax quotations or written request for proposals |

| Estimated Amount of Public Works Contract | Method   |
|---|--|
| \$250 - \$999                             | 2 verbal quotes  |
| \$1,000 - \$4,999                         | 2 written/fax quotes                                   |
| \$5,000 - \$19,999                        | 3 written/fax quotes or written request for proposals. |

A good faith effort shall be made to obtain the required number of proposals or quotations. If the purchaser is unable to obtain the required number of proposals or quotations, the purchaser will document the attempt made at obtaining the proposals. In no event shall the failure to obtain the proposals be a bar to the procurement.

4. Documentation is required of each action taken in connection with each procurement.
5. Documentation and an explanation is required whenever a contract is awarded to other than the lowest responsible offeror. This documentation will include an explanation of how the award will achieve savings or how the offeror was not responsible. A determination that the offeror is not responsible shall be made by the purchaser and may not be challenged under any circumstances.
6. Pursuant to General Municipal Law Section 104-b(2)(f), the procurement policy may contain circumstances when, or types of procurements for which, in the sole discretion of the governing body, the solicitation of alternative proposals or quotations will not be in the best interest of the municipality. In the following circumstances it may not be in the best interests of the Village of Palmyra to solicit quotations or document the basis for not accepting the lowest bid:
  - a. professional services or service requiring special or technical skill, training or expertise. The individual or company must be chosen based on accountability, reliability, responsibility, skill, education, and training, judgement, integrity, and moral worth. These qualifications are not necessarily found in the individual or company that offers the lowest price and the nature of these services are such that they do not readily lend themselves to competitive procurement procedures.

In determining whether a service fits into this category the Board of Trustees shall take into consideration the following guidelines: (a) whether the services are subject to State licensing or testing requirements; (b) whether substantial formal education or training is a necessary prerequisite to the performance of the services; and (c) whether the services require a personal relationship between the individual and municipal officials. Professional or technical services shall include but not be limited to the following: services of an attorney, services of a physician, technical services of an engineer engaged to prepare plans, maps and estimates; securing insurance coverage and/or services of an insurance broker; services of a certified public accountant, investment management services; printing services involving extensive writing, editing or art work, management of municipality owned property; and computer software of programming services for customized programs, or services involved in substantial modifications and customizing of pre-packaged software.

- b. Emergency purchases pursuant to Section 103(4) of the General Municipal Law. Due to the nature of this exception, these goods or services must be purchased immediately and a delay in order to seek alternate proposals may threaten the life, health, safety or welfare of the residents. This does not preclude alternate proposals if time permits.
  - c. Purchases of surplus and second-hand goods. If alternate proposals are required, the Village is precluded from purchasing surplus and second-hand goods at auctions or through specific advertised sources where the best prices are usually obtained. It is also difficult to try to compare prices of used goods and a lower price may indicate an older product.
  - d. Goods and services under \$250. The time and documentation required to purchase through this policy may be more costly than the item itself and would therefore not be in the best interests of the taxpayer. In addition, it is not likely that such de minimis contracts would be awarded based on favoritism.
7. The policy shall go in effect immediately.

Vote, 3 ayes. CARRIED.

**INVESTMENT POLICY:** Motion by Trustee Gunkler to adopt the following investment policy:

### **INVESTMENT POLICY**

#### **I. Scope**

This investment policy applies to all moneys and other financial resources available for investment on its own behalf or on behalf of any other entity or individual.

#### **II. Objectives**

The primary objectives of the local government's investment activities are, in priority order,

- \*to conform with all applicable federal, state and other legal requirements (legal);
- \*to adequately safeguard principal (safety);
- \*to provide sufficient liquidity to meet all operating requirements (liquidity); and
- \*to obtain a reasonable rate of return (yield).

#### **III. Delegation of Authority**

The governing board's responsibility for administration of the investment program is delegated to the Village Treasurer who shall establish written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on a data base or records incorporating description and amounts of investments, transaction dates, and other relevant information and regulate the activities of subordinate employees.

#### **IV. Prudence**

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the Village of Palmyra to govern effectively.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

V. Diversification

It is the policy of the Village of Palmyra to diversify its deposits and investments by financial institution, by investment instrument, and by maturing scheduling.

VI. Internal controls

It is the policy of the Village of Palmyra for all moneys collected by any officer or employee of the government to transfer those funds to the Village Treasurer within three (3) days of deposit, or within the time period specified in law, whichever is shorter.

The Treasurer is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization and recorded properly, and are managed in compliance with applicable laws and regulations.

VII. Designation of Depositories

The banks and trust companies authorized for the deposit of monies up to the maximum amounts are:

| <u>Depository Name</u> | <u>Maximum Amount</u> | <u>Officer</u> |
|------------------------|-----------------------|----------------|
| HSBC                   | None                  |                |
| M&T                    | None                  |                |
| Ontario National       | None                  |                |
| Chase Manhattan        | None                  |                |
| Charter One            | None                  |                |

VIII. Collateralizing of Deposits

In accordance with the provisions of General Municipal Law, §10, all deposits of the Village of Palmyra, including certificates of deposit and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:

1. By a pledge of "eligible securities" with an aggregate "market value" as provided by GML §10, equal to the aggregate amount of deposits from the categories designated in Appendix A to the policy.
2. By an eligible "irrevocable letter of credit" issued by a qualified bank other than the bank with the deposits in favor of the government for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest, if any. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of the three highest rating categories by a least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements.
3. By an eligible surety bond payable to the government for an amount at least equal to 100% of the aggregate amount of deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims - paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

IX. Safekeeping and collateralization

Eligible securities used for collateralizing deposits shall be held by the depository bank or trust company subject to security and custodial agreements.

The security agreement shall provide that eligible securities are being pledge to secure local government deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events which will enable the local government to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the local government, such securities shall be delivered in a

form suitable for transfer or with an assignment in blank to the Village of Palmyra or its custodial bank.

The custodial agreement shall provide that securities held by the bank or trust company, or agent of and custodian for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement should also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such an agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

#### X. Permitted Investments

As authorized by the General Municipal Law, §11, the Village of Palmyra authorizes the Treasurer to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- \*Special time deposit accounts;
- \*Certificates of deposit;
- \*Obligations of the United States of America;
- \*Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America;
- \*Obligations of the State of New York;
- \*Obligations issued pursuant to LFL §24.00 (with approval of the State Comptroller) by any municipality, school district or district corporation other than the Village of Palmyra;
- \*Obligations of public authorities, public housing authorities, urban renewal agencies and industrial development agencies where the general State statutes governing such entities or whose specific enabling legislation authorizes such investments;
- \*Certificates of Participation (COPs) issued pursuant to GML §109-b;
- \*Obligations of this local government, but only with moneys in a reserve fund established pursuant to GML §§6-c, 6-d, 6-e, 6-g, 6-h, 6-j, 6-k, 6-l, 6-m, or 6-n.

All investment obligations shall be payable or redeemable at the option of the Village of Palmyra within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the Village of Palmyra within two years of the date of purchase.

#### XI. Authorized Financial Institutions and Dealers

The Village of Palmyra shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits to the amount of investments which can be made with each financial institution or dealer. All financial institutions with which the local government conducts business must be credit worthy. Banks shall provide their most recent Consolidated Report of Condition (Call Report) at the request of the Village of Palmyra. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers. The Treasurer is responsible for evaluating the financial position and maintaining a listing of proposed depositaries, trading partners and custodians. Such listing shall be evaluated annually.

#### XII. Purchase of Investments

The Treasurer is authorized to contract for the purchase of investments:

1. Directly, including through a repurchase agreement, from an authorized trading partner.
2. By participation in a cooperative investment program with another authorized Governmental entity pursuant to Article 5G of the General Municipal Law where such program meets all the requirements set forth in the Office of the

State Comptroller Opinion No. 88-46, and the specific program has been authorized by the governing board.

3. By utilizing an ongoing investment program with an authorized trading partner pursuant to a contract authorized by the governing board.

All purchased obligations, unless registered or inscribed in the name of the local government, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold, or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the Village of Palmyra by the bank or trust company. Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal, S10.

The custodial agreement shall provide that securities held by the bank or trust company, as agent of and custodian for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

### XIII. Repurchase agreements

Repurchase agreements are authorized subject to the following restrictions:

\*All repurchase agreements must be entered into subject to a Master Repurchase agreement.

\*Trading partners are limited to banks or trust companies authorized to do business in New York State and primary reporting dealers.

\*Obligations shall be limited to obligations of the United States of America and obligations guaranteed by agencies of the United States of America.

\*No substitution of securities will be allowed.

\*The custodian shall be a party other than the trading partner.

### XIV. Schedule of Eligible Securities

- 1) Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or a United States government sponsored corporation.
- 2) Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys.
- 3) Obligations issued by states, (other than the State of New York) of the United States rated in one of the three highest rating categories by a least one nationally recognized statistical rating corporation.

Second was made by Trustee DeVogelaere. Vote, 3 ayes. CARRIED.

**SUBCONTRACTOR AGREEMENT:** VanParys Associates had provided the Village a copy of a subcontractor agreement that they would like to see the Village institute when working with a subcontractor. Attorney Williams has reviewed the agreement and found it acceptable. Motion by Deputy Mayor Celentano to adopt the following subcontractor agreement as submitted by VanParys and instruct all project engineers to include it in the bidding process.

#### SUBCONTRACTOR AGREEMENT

This agreement is being entered into by all indicated parties for any and all work done for, with, or on behalf of the Village of Palmyra for the period starting with (fill in dates till end of year). This agreement is being provided for Village of Palmyra by (name of contractor) in full agreement to the insuring and hold harmless conditions outlined below, and pertains to all work performed during this indicated period of time whether via

written or verbal arrangements. Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the Subcontractor shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Village of Palmyra certificates of insurance evidencing the same and reflecting the effective date of such coverage as follows:

The term "Subcontractor" as used in this insurance rider, shall mean and include Subcontractors of every tier.

- A. Worker's Compensation and occupational Disease Insurance in accordance with the applicable law or laws; Employers Liability Insurance. This includes sole proprietorships and officers of corporations who will be performing work on the job.
- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000) dollars per occurrence and in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:
  - 1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
  - 2. Completed Operations/Products Liability.
  - 3. Broad Form Property Damage.
  - 4. Personal and Advertising Injury Liability
  - 5. Independent Contractors
  - 6. A copy of the blanket additional insured endorsement should be attached. In the absence of such, endorsements must be furnished reflecting the inclusion of the interests of the Village of Palmyra, their officers, directors, partner, representatives, agents and employees, and naming each as an Additional Insured on a primary basis.
  - 7. Coverage is to be endorsed to reflect that insurance is to be primary with respect to any other collectable insurance, Village of Palmyra and all other parties required to be named as additional insured.
  - 8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of New York or otherwise acceptable to the Village of Palmyra.
  - 9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of the Village of Palmyra.
  - 10. Failure to provide these documents is not be considered as a waiver of the requirements to provide such insurance.
- C. Commercial Automobile Liability insurance covering the use of all owned, non-owned, and hired vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000) dollars.
- D. The above insurances shall each contain the following wording verbatim:

"Village of Palmyra is interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled, materially changed, or not renewed without at least thirty (30)day advance written notice to the Village of Palmyra by certified mail - return receipt requested."
- E. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractor.
- F. The Contractor shall file certificates of insurance prior to the commencement of work with the Village of Palmyra approval of adequacy of protection and the satisfactory character of the Insurer.
- G. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- H. The carrying of the insurance described shall in no way be interpreted as relieving the Subcontractor of any responsibility of liability under this Contract.
- I. Should the Subcontractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000) Dollars.

**HOLD HARMLESS:**

To the fullest extent permitted by law, Subcontractor will indemnify and hold harmless Village of Palmyra, their officers, directors, partners, representatives, agents, and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of Subcontractor, its officers, directors, agents, employees and subcontractors, in connection with the performance of any work by or for Subcontractor pursuant to any contract Purchase Order and/or related Proceed Order, except these claims, suits, liens, judgments, damages, losses and expenses caused by the negligence of Village of Palmyra. Subcontractor will defend and bear all costs of defending any actions or proceedings brought against Village of Palmyra and/or Owner, their officers, directors, agents and employees, arising in whole or in part out of any such acts, omission, breach, or default. The foregoing indemnity shall include injury or death of any employee of the Contractor or Subcontractor and shall not be limited in any way by an amount or type of damage, compensation, or benefits payable under any applicable workers compensation, disability benefits or other similar employees benefit act.

The Subcontractor hereby expressly permits the general contractor to pursue and assert claims against the Subcontractor for indemnity, contribution and common law negligence arising out of claims for damages for death and personal injury.

|                      |                      |
|----------------------|----------------------|
| _____                | _____                |
| Contractor           | Subcontractor        |
| _____                | _____                |
| Print Name and Title | Print Name and Title |
| _____                | _____                |
| Date                 | Date                 |

Second by Trustee Gunkler. Vote, 3 ayes. CARRIED.

**MARINA:** As previously discussed at a prior meeting, motion by Trustee DeVogelaere, second by Trustee Gunkler to authorize the Deputy Mayor to sign Change Order #6 for payment of an additional \$6,276 for the marina project. Vote, 3 ayes. CARRIED.

**BUDGET TRANSFERS:** Motion by Deputy Mayor Celentano, second by Trustee Gunkler, to authorize the Village treasurer to make the following and any other budget transfers needed to balance individual line items for the 2000-01 fiscal year:

| <u>TRANSFER DOLLARS</u> | <u>FROM ACCT.#</u> | <u>ACCOUNT DESCRIPT.</u> | <u>TO ACCT.#</u> | <u>ACCOUNT DESCRIPT.</u>  |
|-------------------------|--------------------|--------------------------|------------------|---------------------------|
| \$10,000.00             | A1990.4            | Contingency              | A5110.4          | Street Mntc.- Contractual |
| \$6,276.12              | A1990.4            | Contingency              | A9950.9          | Transfer to Cap. Projects |
| \$255.40                | A3120.1            | Police Salary            | A3120.11         | Police - Time Off w/Pay   |
| \$290.12                | A3120.2            | Police Eqp/Cap.Out.      | A3120.419        | Police - Uniforms         |
| \$66.00                 | A3120.2            | Police Eqp/Cap.Out.      | A3120.423        | Police - Gasoline         |
| 230.55                  | A3120.2            | Police Eqp/Cap.Out.      | A3120.428        | Police - Telephone        |

Vote, 3 ayes. CARRIED.

**CODE ENFORCEMENT CONTRACT:** The expiration date is approaching on the contract for infrastructure inspections done by the Town Building Department. As this arrangement has worked so well for the past two years, motion by Deputy Mayor Celentano, second by Trustee Gunkler, to renew the inspection agreement with the Town. Vote, 3 ayes. CARRIED.

**CANALSIDE RENTALS:** Former resident and manager of Canalside Rentals, Bill Heckman distributed business plan outlines for operating a recreational rental business in the Marina. Canalside Rentals is owned by Kathleen Skinner. Canalside Rentals was established along the Erie Canal and other waterways to expose paddle and pedal sports to people in a safe environment. Services will be provided by well trained and certified staff. The main objectives of the company include strengthening the ties of the community to the Canal. Canalside Rentals will be modeled after the pre-existing

Liftbridge Recreational Rentals business in Fairport, NY, owned by Kathy's husband. The proposed marina location would have a 16 X 20 foot natural wood, barn-like structure to be used as an office and storage building. It will have a five foot corral-style open overhangs on the two sides and the back. These areas will be used for overnight boat storage with heavy cable and padlocks being used to secure the boats to the building. The plans can be modified to meet code and space requirements. Part of the interior will be finished to allow for display of reading materials, Canal and community information and information on programs offered. It will have a variety of rental options for land and water use.

Proposed hours of operation will be May - June 22 - Sat. - Sun. 10am - 7pm  
June 23 - Sept 4 Daily 10am - 7pm  
Sept 5 - Oct. 15 By appointment

Deputy Mayor Celentano asked Mr. Heckman to provide the Board with some details regarding the location of the storage unit. Attorney Williams asked Mr. Heckman about leases for the property on which the storage buildings set in other municipalities. Mr. Heckman reported that so far, only Canal property has been used. He also hopes there will be some feedback from the community at the next meeting. Deputy Mayor Celentano thanked Mr. Heckman for his presentation and the Village Clerk would add him to the agenda for the next meeting.

Deputy Mayor Celentano called a recess for five minutes.

**CLINTON STREET:** Motion by Deputy Mayor Celentano, second by Trustee Gunkler to declare the Village of Palmyra as lead agent for the Clinton Street project. Vote, 3 ayes. CARRIED.

**BOND RESOLUTION:** Trustee DeVogelaere moved that adoption of the following bond resolutions:

A RESOLUTION AUTHORIZING, SUBJECT TO PERMISSIVE REFERENDUM, **MILLING AND RESURFACING RECONSTRUCTION OF THE HOWELL AND CUYLER STREETS** IN AND FOR THE VILLAGE OF PALMRYA, WAYNE COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$80,000 AND AUTHORIZING THE ISSUANCE OF \$80,000 BONDS OF SAID VILLAGE TO PAY THE COST THEREOF.

A RESOLUTION AUTHORIZING, SUBJECT TO PERMISSIVE REFERENDUM, **THE MILLING AND RESURFACING RECONSTRUCTION OF THE SOUTH MAIN STREET PARKING LOT** IN AND FOR THE VILLAGE OF PALMRYA, WAYNE COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$40,000 AND AUTHORIZING THE ISSUANCE OF \$40,000 BONDS OF SAID VILLAGE TO PAY THE COST THEREOF.

A RESOLUTION AUTHORIZING, SUBJECT TO PERMISSIVE REFERENDUM, **RENOVATIONS TO AND RECONSTRUCTION OF THE VILLAGE HALL** IN AND FOR THE VILLAGE OF PALMRYA, WAYNE COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$80,000 AND AUTHORIZING THE ISSUANCE OF \$80,000 BONDS OF SAID VILLAGE TO PAY THE COST THEREOF.

A RESOLUTION AUTHORIZING, SUBJECT TO PERMISSIVE REFERENDUM, **THE PURCHASE OF EQUIPMENT** FOR THE VILLAGE OF PALMRYA, WAYNE COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$110,000 AND AUTHORIZING THE ISSUANCE OF \$110,000 BONDS OF SAID VILLAGE TO PAY THE COST THEREOF.

|                        |        |   |
|------------------------|--------|---|
| Deputy Mayor Celentano | aye    |   |
| Trustee Gunkler        | aye    |   |
| Trustee DeVogelaere    | aye    |   |
| Trustee Salomon        | absent | <b><u>Unanimous/Carried</u></b> /Defeated |

**SNIEDZE ASSOCIATES:** Motion by Trustee Gunkler, second by Trustee DeVogelaere to authorize Sniedze Associates to proceed with the planning of the South Main Street parking lot, Clinton, Howell, and Cuyler Streets. Vote, 3 ayes. CARRIED.

**PUBLIC CONCERNS:** Joyce Dutton reported that she's working with LaBella Associates and Villager Construction to solve a problem with her driveway.

**EXECUTIVE SESSION:** Motion by Deputy Mayor Celentano, second by Trustee DeVogelaere, for discussion of personnel. Vote, 3 ayes. CARRIED.

Motion to re-enter public session by Deputy Mayor Celentano, second by Trustee Gunkler. Vote, 3 ayes. CARRIED.

**NEW MAYOR:** Motion by Deputy Mayor, second by Trustee DeVogelaere to name Trustee Gunkler as the next mayor till an election can take place in November. Vote, 3 ayes. CARRIED.

**ADJOURNMENT:** Motion to adjourn at 8:30p.m. by Trustee Gunkler, second by Trustee DeVogelaere. Vote, 3 ayes. CARRIED.

Respectfully submitted,

Alicia M. Lynch  
Village Clerk