

**PUBLIC HEARING
DZIEDZIC SPECIAL USE PERMIT
DIGITAL PRINT SHOP**

The Public Hearing scheduled to be held on Thursday,
August 24, 2000 at the Village Hall, 144 East Main Street,
Palmyra, to consider the application of John Dziedzic, 3543 Cole
Road, Marion, New York for a Special Use Permit to operate a
digital print shop for posters and displays in the basement of his
home was called to order at 8:00 PM by Town Supervisor David
C. Lyon.

PUBLIC HRG
DZIEDZIC
DIGITAL PRINT
SHOP

The following were present at this hearing:

- Supervisor David Lyon
- Councilman David Nussbaumer
- Councilman Lynne Green
- Councilman Michael Lambrix
- Councilman James Welch
- Nelson F. Cook Highway Superintendent
- Robert A. Grier Code Enforcement Officer
- Petra Anderson Clerk to Supervisor
- Ken Miller Town Planning Board
- Julie Philipp Daily Messenger
- Doris Wolf Courier-Journal
- Jon Heerkens SAW Environmental,
81 O'Connor Rd. Fairport
- David Krebbeks 3288 Jeffery Rd.
- Virginia Krebbeks 3288 Jeffery Rd.
- Elmer Ver Plank 2335 Marion Rd.
- Wendy L. Loren 3460 Jeffery Rd.
- Christopher Loren 3460 Jeffery Rd.
- Harry Schraffenberger 3313 Jeffery Rd.
- John Dziedzic 3543 Cole Rd.

The legal notice was read by the Deputy Town Clerk, as
published in the Courier-Journal:

**LEGAL NOTICE
TOWN OF PALMYRA**

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Palmyra will hold a Public Hearing on Thursday, August 24, 2000 at 8:00 PM at the Village Hall, 144 East Main Street, Palmyra, to consider the application of John Dziedzic, 3543 Cole Road, Marion, New York for a Special Use Permit to the Zoning Ordinance of the Town of Palmyra to operate a digital print shop for posters and displays in the basement of his home. The premises are situated in an Agricultural Zone and are bounded:

On the North by – Adolf Irmer
On the South by – Cole Road
On the East by – Robert Abromavage
On the West by – Robert and Diane Beck

This application is in conflict with Article III, Section 3.2 (b) which limits the uses of property in an Agricultural District to those permitted under Section 3.1, paragraphs a through h. Article III, Section 3.2 (b) states: Use of land for other than farm purposes requires Special Authorization from the Town Board. Such Special Authorization is subject to Article VII, Section 7.1 of the Zoning Ordinance.

The said Town Board will at said time and place hear all persons in support of the above application or any objections thereto. Persons may appear in person or by attorney or agent.

Dated: July 28, 2000
By Order of the Town Board
Catherine C. Contant, Deputy Town Clerk

Supervisor Lyon asked Mr. Dziedzic to present his proposal. Mr. Dziedzic explained his intention to operate his digital print business out of his home under the name Trinity Reprographics. The business involves design, layout and printing of posters and other printed materials. This is a wholesale business, done by way of telephone and Internet; therefore, there would be limited public access. Mr. Dziedzic's application states he expects his business to benefit the community as a whole as he wants to work with area schools on educational seminars concerning digital technology.

Councilman Lambrix asked about the set up in the house.

Mr. Dziedzic replied there is outside access to the basement on the North side of the house, although there is no paved access from the driveway. Mr. Dziedzic did not expect this to be a problem, stating again there would be very little public access.

Mr. Lambrix asked about the number of cars that would be expected to be parked there; Mr. Dziedzic said his own.

Supervisor Lyon asked if there were any other questions; there were none.

The Supervisor then directed the Deputy Town Clerk to read the recommendation from the Palmyra Planning Board:

DATE: July 12, 2000
TO: Bev Hickman
FROM: Dan Wooden
RE: Dziedzic Special Use Permit

On Monday, July 10, 2000 the Town Planning Board recommended that the Town Board approve the Special Use Permit applied for by John Dziedzic. I have enclosed a copy of the minutes of the July 10th meeting.

Supervisor Lyon then directed the Deputy Town Clerk to read the recommendation from the Wayne County Planning Board:

Robert Grier. ZEO
T. Palmyra
201 East Main Street
Palmyra, New York 14522

Dear Mr. Grier:

At its regular meeting on June 28, 2000, the Wayne County Planning Board reviewed the following referrals and determined them to have no intermunicipal or countywide impact.

- 1) Church of Jesus Christ of LDS
(Not applicable)
- 2) John Dziedzic
3543 Cole Road
Tax Map Ref. No: 33113-00-215714
Special Permit – print shop

The Board recommended these referrals be returned to the town to be handled as local matters. If you have any questions regarding these determinations, please don't hesitate to call.

Sincerely,
Bret DeRoo
Sr. Planner

Supervisor Lyon closed this public hearing at 8:07 PM.

REGULAR TOWN BOARD MEETING

**REGULAR
TOWN BOARD
MTG
CALL TO
ORDER**

The regular meeting of the Town Board, Town of Palmyra, scheduled to be held on Thursday, August 24, 2000, at the Village Hall, 144 East Main Street, Palmyra, NY, was called to order at 8:07 PM by Town Supervisor David C. Lyon.

**PLEDGE OF
ALLEGIANCE**

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 | - David C. Lyon |
| Town Board Members: | - David Nussbaumer |
| | - Lynne Green |
| | - Michael Lambrix |
| | - James Welch |

Those attending the prior Public Hearing remained for this portion of the meeting.

**APPR OF
MINUTES
07/27/2000**

David Nussbaumer moved to approve the minutes of July 27, 2000 as submitted.

Seconded by: Michael Lambrix Carried: Unanimously

**COMMUNICA-
TIONS**

COMMUNICATIONS

**PALMYRA
ECON COM**

1. Palmyra Economic Committee Thank You – Music Fest 2000

2. NYSDOT report - Intersection warning signs for NYS Rt. 21S and Temple Road

**NYSDOT
REPORT –
TEMPLE RD
SIGNS**

Reference File 54.19-TH, Studies 4000102

We have completed our investigation of the intersection of Route 21 and Temple Road relative to the installation of intersection warning signs. A representative from this office made a visit to the site and conducted a field evaluation. Sight distance measurements were made. We have determined not to install intersection warning signs since the available sight distance is greater than what is associated with their use.

Larry R. Sherman
Regional Traffic Engineer

3. NYSDOT report – Speed limit requests, Division Street and Temple Road

**NYSDOT
REPORT –
TEMPLE RD.,
DIVISION ST.
SPEED LIMITS**

Reference File 54-19-TH
Studies 4000100, 4000101

We have completed our investigation of Temple Road between Stafford Road and Route 21 and on Division Street between Maple Avenue and the existing 30 mph speed limit relative to the establishment of a lower speed limit.

A representative from this office made a visit to the sites and conducted a field evaluation. These investigations involved the documentation of the development as well as making an observation of the roadway characteristics. We met with the Traffic Supervisor from the New York State Police to seek his input about lowering the speed limit.

In consideration of the roadway characteristics and the review by the State Police, we determined that a reduction of the speed limit is not warranted at this time.

Larry R. Sherman
Regional Traffic Engineer

4. Waterfront ReDiscovery Conference September 26-27, Albany

**WATERFRONT
REDISCOVERY
CONFERENCE**

Sponsored by New York State, objectives include sharing waterfront successes and challenges ranging from redeveloping downtowns to increasing public use of the waterfront. Explore ideas and provide information on coastal issues, new building code and more. Details available at the Town Clerk's Office.

5. Lyons American Legion & VFW invitation – POW/MIA Memorial Bridge dedication

**POW/MIA
MEMORIAL
BRIDGE
DEDICATION -
LYONS**

Invitation from Peter S. Stirpe, Commander of Collins-Cassavino Post 227, American Legion to attend the dedication on Geneva St. and Route 14 over the Erie Canal on September 15, 2000 at 2:00 – 4:00 PM. Sponsored by the American Legion and VFW.

**MONROE CO.
DEPT OF
PLANNING – LAND
USE TRAINING**

**6. Monroe County Dept. of Planning and Development –
Land Use Decision-Making Training**

Session descriptions and registration form available in the Town Clerk’s Office, and will be forwarded to the Code Enforcement Office for consideration.

**PUBLIC HRG
S.A.W.
ENVIRONMENTAL
BIOREMEDIATION
PROJECT –
JEFFERY ROAD**

**PUBLIC HEARING
S.A.W. ENVIRONMENTAL SERVICES INC.
SOIL REMEDIATION PROJECT**

The Public Hearing scheduled to be held on Thursday, August 24, 2000 at the Village Hall, 144 East Main Street, Palmyra, to consider the application of S.A.W. Environmental Services, Inc., 81 O’Connor Rd., Fairport, NY 14450 for a soil remediation project on the South side of Jeffery Road was called to order at 8:15 PM by Town Supervisor David C. Lyon.

The following were present at this hearing:

- | | |
|-----------------------------|--------------------------|
| Supervisor David Lyon | |
| Councilman David Nussbaumer | |
| Councilman Lynne Green | |
| Councilman Michael Lambrix | |
| Councilman James Welch | |
| Nelson F. Cook | Highway Superintendent |
| Robert A. Grier | Code Enforcement Officer |
| Petra Anderson | Clerk to Supervisor |
| Ken Miller | Town Planning Board |
| Julie Philipp | Daily Messenger |

Doris Wolf	Courier-Journal
Jon Heerkens	SAW Environmental, 81 O'Connor Rd. Fairport
David Krebbeks	3288 Jeffery Rd.
Virginia Krebbeks	3288 Jeffery Rd.
Elmer Ver Plank	2335 Marion Rd.
Wendy L. Loren	3460 Jeffery Rd.
Christopher Loren	3460 Jeffery Rd.
Harry Schraffenberger	3313 Jeffery Rd.
John Dziedzic	3543 Cole Rd.

The legal notice was read by the Deputy Town Clerk, as published in the Courier-Journal:

**LEGAL NOTICE
TOWN OF PALMYRA**

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Palmyra will hold a Public Hearing on Thursday, August 24, 2000 at 8:15 PM at the Village Hall, 144 East Main Street, Palmyra, to consider the application of S.A.W. Environmental Services, Inc., 81 O'Connor Rd., Fairport, NY 14450 for a Special Use Permit to the Zoning Ordinance of the Town of Palmyra for a soil remediation project on the South side of Jeffery Road (Parcel #33112-00-081801) in the Town of Palmyra. The premises are situated in an Agricultural Zone and are bounded:

On the North by – Christopher & Wendy Loren
On the South by – Darryl & Jeannette Hubright
On the East by – Peter Holden, Kingdom Hall, and Johnston's RV Center, and New York State Route 21
On the West by – David & Virginia Krebbeks

This application is in conflict with Article III, Section 3.2 (b) which limits the uses of property in an Agricultural District to those permitted under Section 3.1, paragraphs a through h. Article III, Section 3.2 (b) states: Use of land for other than farm purposes requires Special Authorization from the Town Board. Such Special Authorization is subject to Article VII, Section 7.1 of the Zoning Ordinance.

The said Town Board will at said time and place hear all persons in support of the above application or any objections thereto. Persons may appear in person or by attorney or agent.

Dated: July 28, 2000
By Order of the Town Board
Catherine C. Contant, Deputy Town Clerk

Supervisor Lyon asked Jon Heerkens, representative of S.A.W. Environmental Services, Inc., to explain their proposal to

the Board. Mr. Heerkens identified himself as an engineer and geologist, and that their basic job is to clean contaminated soils. He explained that several properties owned by Jeffery Fuels in Wayne and Ontario counties have petroleum-contaminated soils which must be "cleaned", among them the old Contant's gas station in Palmyra. There are several options in cleaning the soil. Working closely with the NYS Department of Environmental Conservation on this project, they recommend a method using bacteria and air to render the soil useful. This project would take place on property owned by Jeffery Fuels on Jeffery Road.

Basically, they build a bio-cell, place the contaminated soil inside and bio-farm it for a period of time. The soil can then be plowed under, or transported to other areas for re-use.

Mr. Heerkens remarked that this hearing is the first step in the approval process in Palmyra, and that many other Towns do not require Town approval.

Chris Loren asked if berms would be built to collect water run-off, and commented that there is nothing to guarantee it won't run onto his property. He also inquired as to any guarantee against property devaluation.

Wendy Loren commented that her main concern is the safety and welfare of her children and husband. She has read about the effects of MBTE, which is a gasoline additive and is presumably left in the contaminated soil, and has learned that it

causes cancer, and is drawn to water. She has a garden and well in back, and water ends up in the back yard. She suggests the applicants can buy her property. Ms. Loren also remarked that traffic is already enormous on this road, and it is a residential area where they are trying to raise kids. She is totally against the project.

Mr. Heerkens replied the drainage would be away from the Loren house. He also stated that every gas station he has worked at has severe MBTE contamination. He spoke of strict DEC regulations they have to work with, and that they try to prevent breakthrough of the cell.

Chris Loren remarked this project is raising a threat to their children.

Supervisor Lyon asked if there were topographical maps available. Mr. Heerkens replied that he had been out of town for two weeks, but the DEC has them. He said that he had walked the property.

Dave Krebbeks said he lives on the west side of the proposed site, and that the Lorens expressed his concerns regarding health and traffic.

Harry Schraffenberger commented that 20 years ago he spent time and money increasing the value of his property. Whether or not it's free of contamination, it's the public's perception of the problem that will drop the property value. He

has horses and use well water. There is no 100% guarantee all will be safe. He continued that he had seen a segment of 60 Minutes on television regarding MBTE, and that it is one of the most toxic substances known to man. It could be hundreds of years before the water is drinkable again. Mr. Schraffenberger prefers the property not be used for that purpose.

Mr. Heerkens replied that it's not an operating business; they bring in up to 1000 cubic yards of material to the bio cell. In four to six months it is clean. He went on to caution the residents that if they are using a well for drinking water, to get the water tested. He states there are many contaminants in well water, and people relying on them should have them tested periodically.

Mr. Schraffenberger then asked why add to the problem with an unknown? He wondered if they could 100% guarantee there won't be puncture in the bio cell.

Mr. Heerkens replied that you have to look at all elements. If you can't clean it up anywhere, where do you take it?

Mr. Loren suggested they take this fill to the middle of their hundred acres.

Ken Miller said Mr. Heerkens quoted a capacity of 1000 cubic yards, and asked him to estimate the size of the pile now sitting on the Main Street site. Mr. Heerkens replied about 150

cubic yards, or 120' by 120'. Mr. Miller continued that this cell would include more than that pile from Palmyra's Main Street.

Ms. Loren asked where will this stop? She offered that 300 leaks have been reported.

Nelson Cook asked where the site is, and remarked that drainage for the area is east, then north through the yard of Heritage Baptist Church. He has seen the water flow. He said a dry well takes a minimum of water, and that there are children at the school.

Councilman Lambrix asked Mr. Heerkens where else they have applied for a permit in Wayne or Monroe counties; Mr. Heerkens replied Town of Phelps, but the parcel was refused. Also, Town of Ontario, but they lost the job. It was done, though, he added. Mr. Lambrix asked about Monroe County, Mr. Heerkens replied yes, but couldn't remember where. He then offered Manchester, to which Mr. Lambrix again asked about Monroe County. Mr. Heerkens replied Henrietta.

Mr. Lambrix commented the majority of the people have livestock & wells here, but not in Monroe County. He also explained he used to sell bio-remediation, and that it can kill bacteria.

Mr. Heerkens replied they've had their winners and losers. They've been doing it 10 years now and are better.

Mr. Lambrix asked if the process was wet or dry, and the reply was moist. He then asked what the soil would be tilled with and Mr. Heerkens said a tractor.

Supervisor Lyon asked Mr. Heerkens to explain what S.A.W. Environmental is, and the reply was it is a 10-man company based in Fairport. They have done the majority of Jeffery Fuels' work with gas stations. Mr. Lyon asked where the contaminated soil would originate; the reply was 1000 cubic yards from the Jeffery Fuels bulk plant in Palmyra, 250 tons from Toomeys, and 300 yds. from the Phelps bulk plant.

Mr. Lyon asked if the site would be fenced; the answer was no, it would be posted. It would be covered in the winter if not cleaned in time.

Mr. Lyon asked what they do with the clean soil; Mr. Heerkens replied it would be hauled away to DEC approved areas or landfills. It could also be graded on site. Mr. Lyon asked if crops could be planted; the answer was yes.

Mr. Loren commented the soil could be used for planting, but not for fill. He also said he has a four-year-old who can't read Posted signs.

Supervisor Lyon asked if there were any other questions; there were none.

The Supervisor then directed the Deputy Town Clerk to read the recommendation from the Palmyra Planning Board:

DATE: August 17, 2000
TO: Bev Hickman
FROM: Dan Wooden
RE: SAW Environmental Special Permit Application

On Monday August 14, 2000 the Town Planning Board recommended that the Town Board deny the Special Use Permit Application. The reasons for the negative recommendation are listed on page two of the Planning Board Meeting Minutes. I have enclosed copies of the minutes for you and the Town Board Members.

During the PB Meeting there was a question raised about item #5 on page #2 of a letter written to Mr. Peter Miler of the DEC. I spoke to SAW Enviro. About the letter and they indicated that the statement in item #5 was a typo and that the letter was never sent to Mr. Miller. I have a call in to Mr. Miller to order to confirm that he did not receive the letter. He has not returned my call. I will let you know what he says after I speak to him.

If you have any questions let me know.

Excerpt from Town of Palmyra Planning Board minutes of

August 14, 2000:

ITEM #7: SAW Environmental. Recommendation to the Town Board for a Special Permit

The Board reviewed the information submitted. K. Miller questioned item #5 on page #2 of a letter written to Mr. Peter Miller stating that the Town has granted approval. This needs to be confirmed. B. Baker questioned where the material is coming from? He didn't think that the Town should accept material from outside the county. J. Cleason questioned if water samples will be taken? K. Miller asked if the bio cells fully disperse contaminants? K. Miller was concerned that the applicant did not show up to answer these questions.

MOTION: L. Kaller made a motion to deny the application for a Special Use Permit for the following reasons:

1. No representation by the applicant.
2. Water run off concerns
3. Site Plan Topography for water flows.
4. Security from vandalism.
5. Land use after processing is completed
6. Map location is vague.
7. Origin of materials. Limit to contaminated soils in the Town of Palmyra.

2nd: J. Hodock

VOTE: Unanimous

Supervisor Lyon then directed the Deputy Town Clerk to read the recommendation from the Wayne County Planning Board:

Robert Grier. ZEO
T. Palmyra
201 East Main Street
Palmyra, New York 14522

July 27, 2000

RE: S.A.W. Environmental Services
Jeffery Road
Tax Map Ref. No: 33112-00-081801
Special Permit

Dear Bob:

At its regular meeting on July 26, 2000, the Wayne County Planning Board reviewed the above referenced referral and recommended its approval for Special Permit.

If you have any questions regarding this determination, please don't hesitate to contact me.

Sincerely,
Bret DeRoo
Sr. Planner

Supervisor Lyon closed this public hearing at 8:47 PM.

**PUBLIC HRG
LOCAL LAW 1
OF 2000**

**PUBLIC HEARING
TOWN OF PALMYRA, WAYNE COUNTY, NEW YORK
NOTICE OF PUBLIC HEARING
ON PROPOSED LOCAL LAW 2000 NO. 1**

The Public Hearing scheduled to be held on Thursday, August 24, 2000 at the Village Hall, 144 East Main Street, Palmyra, to consider Local Law 2000 No. 1 was called to order at 8:48 PM by Town Supervisor David C. Lyon.

The following were present at this hearing:

- Supervisor David Lyon
- Councilman David Nussbaumer
- Councilman Lynne Green
- Councilman Michael Lambrix
- Councilman James Welch
- Nelson F. Cook Highway Superintendent
- Robert A. Grier Code Enforcement Officer
- Petra Anderson Clerk to Supervisor
- Ken Miller Town Planning Board
- Julie Philipp Daily Messenger

Doris Wolf	Courier-Journal
Jon Heerkens	SAW Environmental, 81 O'Connor Rd. Fairport
David Krebbeks	3288 Jeffery Rd.
Virginia Krebbeks	3288 Jeffery Rd.
Elmer Ver Plank	2335 Marion Rd.
Wendy L. Loren	3460 Jeffery Rd.
Christopher Loren	3460 Jeffery Rd.
Harry Schraffenberger	3313 Jeffery Rd.
John Dziedzic	3543 Cole Rd.

The legal notice was read by the Deputy Town Clerk, as published in the Courier-Journal:

LEGAL NOTICE

**TOWN OF PALMYRA, WAYNE COUNTY, NEW YORK
NOTICE OF PUBLIC HEARING
ON PROPOSED LOCAL LAW 2000 NO.1**

PLEASE TAKE NOTICE, that the Town of Palmyra has enacted Local Law No. 1 for the year 2000, entitled "A Local Law Amending Local Law No. 4 for the Year 1999", by establishing new sewer rent rates, new sewer connection charges and imposing a standby charge for all residences in a sewer district with a debt.

PLEASE TAKE NOTICE that a public hearing will be held on the aforesaid proposed Local Law before the Town Board of the Town of Palmyra on Thursday, August 24 at 8:30 PM, prevailing time, at the Village Hall, 144 East Main Street in the Town of Palmyra, at which time all interested persons will be heard.

Dated: July 28, 2000

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF PALMYRA
CATHERINE C. CONTANT
Deputy Town Clerk

Supervisor Lyon stated the changes since the last Public Hearing are that the Division Street residents who do not connect to the sewer system will not be charged a standby fee, and the minimum and maximum fees have changed. He asked if

there were any questions; there were none, and Mr. Lyon declared the Hearing closed at 8:50 PM.

**TOWN BD
BACK IN
SESSION**

Supervisor Lyon declared the Town Board back in session at 8:50 PM.

REPORTS OF STANDING COMMITTEES

Assessment Committee – Lynne Green, Chairman

**ASSESSOR
UPDATE**

1. Assessor Update

Councilmember Green reported the Assessor’s Report for August has been submitted. The report appears below:

REPORT TO THE TOWN BOARD
AUGUST 24, 2000
FROM THE ASSESSMENT DEPARTMENT

EQUALIZATION RATE: We received our final equalization rate from the State for the year 2000. We are at 100% for this year again.

MAINTENANCE AID: We are still being considered for the \$5.00 annual reassessment aid. Towns that did not qualify or apply for the reassessment have already received their \$2.00 per parcel aid. If for some reason we do not qualify, we will receive the \$2.00 per parcel for the 1999 roll. The 2000 roll has not yet been processed.

EDUCATION: I went to the Utica-Rome area for training on RPS Version 4 during the first week in August. This program still has a few bugs to be worked out prior to the installation in Wayne County. The plan at this time calls for the fall of 2001. Some new parts of the program will be very useful to us for writing reports. All in all it will be a big change for everyone.

EMPIRE PIPELINE: The pipeline litigation has been assigned to a referee now instead of a Judge. At this time, a date is being set up to hear the case.

**BUDGET
TRANSFER**

2. Budget Transfer

Councilmember Green moved to approve the following transfer:

General			
From:		To:	
Fund Balance		Assessor Equipment/Star	
A0909	\$ 165.00	A1355.201	\$ 165.00

Second: David Nussbaumer

Carried: Unanimously

**Highway Committee – David Nussbaumer,
Chairman**

1. Highway Supt. Update

**HIGHWAY
SUPT UPDATE**

Highway Superintendent Nelson Cook reported the Department will be finishing up shoulder work, then moving on to Cambier Road.

2. Budget Transfer

**BUDGET
TRANSFER**

David Nussbaumer moved to approve the following transfers:

DA Highway

From:

Misc. Weeds-Contractual Exp
DA5140.400 \$ 341.06

To:

Misc. Weeds-Pers Services
DA5140.100 \$ 341.06

From:

Machinery-Contractual Exp.
DA5130.400 \$ 595.00

Machinery-Equipment
DA5130.200 \$ 595.00

Second: Michael Lambrix

Carried: Unanimously

Planning Committee – James Welch, Chairman

1. CEO Update

CEO UPDATE

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

Zoning Committee – Michael Lambrix, Chairman

**1. S.A.W. Environmental Services Special Use
Authorization – Subject of Public Hearing**

**S.A.W. – SUBJ
OF PUBLIC
HRG**

Motion by Michael Lambrix deny the Special Use Permit application of S.A.W. Environmental Services, Inc. for the following reasons:

- 1. Concerns of the public and residents of Jeffery Road area
- 2. Potential of runoff
- 3. Lack of a topographical map
- 4. Recommendation from the Town Planning Board

Second: David Nussbaumer

Roll Call Vote:	David Nussbaumer	Aye
	Lynne Green	Aye
	Michael Lambrix	Aye
	James Welch	Aye
	David Lyon	Aye

Motion carried.

**DZIEDZIC
SPECIAL USE
AUTH. – SUBJ
OF PUBLIC
HRG**

2. Dziejdzic Special Use Authorization – Subject of Public Hearing

Motion by Michael Lambrix to approve the Special Use Permit Application submitted by John Dziejdzic with special conditions as follows:

- 1. The applicant intends to provide a much needed service for the community.
- 2. The strict application of the provisions of the Ordinance would deprive the applicant of the reasonable use of the land and building for which the special use is sought.
- 3. The grant of the special use will not alter the essential character of the locality.

The Town Board of the Town of Palmyra does approve a Special Use Permit to John Dziejdzic with the following conditions:

- 1. Adequate off road parking must be available for the safe drop off and pick up of materials.
- 2. All State and Local codes governing the proposed operation be met before and during the life of this permit.
- 3. The property is in compliance with all State and Local Building and Zoning codes.
- 4. That the applicant notify the Town of Palmyra of any proposed changes in the status of this Special Use Permit.
- 5. That an inspection of the property before operations commence to insure Code compliance takes place.
- 6. Annual inspection by the Town of Palmyra is conducted.

- 7. This Special Use Permit is limited to John Dziedzic only and is not transferable to future owners.
- 8. This Special Use Permit will become effective upon execution of signature of the Applicants at the Town Clerk's Office, 201 East Main Street, Palmyra, NY by September 22, 2000.
- 9. Special Use Permit will also be subject to conditions of original application dated 05/13/00.

Second: David Nussbaumer

Carried: Unanimously

3. Budget Transfers

BUDGET TRANSFER

Michael Lambrix moved to approve the following transfers:

Part-Town

From:

CEO/Contractual Exp-Vehicle
B8015.401 \$ 226.76

To:

CEO/Contractual Exp-Phone
B8015.403 \$ 226.76

Second: Lynne Green

Carried: Unanimously

AGENDA ITEMS

AGENDA ITEMS

1. Local Law 1 of 2000 – Subject of Public Hearing

LOCAL LAW 1 OF 2000 – SUBJ OF PUBLIC HRG

Michael Lambrix moved to approve the proposed Local Law 1 of

2000 as follows:

**TOWN OF PALMYRA
WAYNE COUNTY, NEW YORK STATE
LOCAL LAW 2000 NO. 1**

"A Local Law Amending Local Law No.4 for the Year 1999"

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF PALMYRA

Section I. That Local Law No.4 for the Year 1999 entitled, "A Local Law Establishing Sewer Use Rents" is hereby amended as follows:

- 1. That Section 2, entitled "Charges" is hereby amended to read as follows:

Section 2. Charges. *The sewer use rent for each property will include a basic charge plus an*

amount computed on the water consumed on the property as determined by metered flow of water to the property and a standby charge as set forth below. The rate established from the effective date of this Local Law shall be as follows:

- A.
 1. *That the rate shall be \$3.50 per 1,000 gallons of water or part thereof used in each quarter for the first two hundred fifty thousand (250,000) gallons. Water use above the first two hundred fifty thousand (250,000) gallons in any quarter shall be at the rate of Three Dollars (\$3.00) per 1,000 gallons.*
 2. *The minimum rate charged for any quarter shall be \$35.00, the equivalent of ten thousand (10,000) gallons of water consumed or part thereof.*
- B. Residential Additional Rent- Standby Charge.
 1. Residential units connected to the sewers, where sewers have been constructed and there is no debt in the district shall pay per unit the sum of Two Hundred Forty Dollars (\$240) per unit per year. The charge shall be divided into four equal installments of Sixty Dollars (\$60) and said sum shall be added to the quarterly sewer bill and paid when due.
 2. Residential units connected to the sewers in an existing sewer district and sewer district extension, where the sewer collection system has not been constructed and/or has been completed, but the district or extension has unpaid debt for the construction, shall pay whatever annual amount per unit is calculated as necessary to amortize the debt incurred for construction of the sewer system. The amount that each unit is to pay is determined by dividing the number of residential units and if applicable, the commercial/industrial

units required to pay a stand-by charge, into the annual cost to amortize the debt in each calendar year. In no event shall the annual amount to be paid be less than Two Hundred Forty Dollars (\$240). That amount calculated for each year shall be paid in equal quarterly installments. The sum, so calculated, shall be added to the sum found to be due under subparagraph 2A or 2C herein. The quarterly installment sum shall be added to the quarterly sewer bill and paid when due.

C. *Commercial/Industrial Rent. Stand-by Charge. Commercial and industrial users and large residential users shall be charged a unit charge pursuant to a contract which considers the amount and strength of the waste discharged and the original capital contributions made by the commercial or industrial user or large residential user to the construction of the sewer improvements that are dedicated to the Town.*

D. *Billing of the Sewer Use Rents shall be made at the same time as regular town billing of water rents and if there is a water bill, the Sewer Use Rents will be mailed with the water bill. Billing quarters shall commence on the 1st day of March, June, September and December in each calendar year.*

2. Section 5, entitled "New Connections" is hereby amended to read as follows:

Section 5. New connections. *Any premises upon which a new building is constructed or being constructed and which is connected to the sewer system shall be liable for the sewer rent charge 120 days from the date of issuance of the building permit or the date of occupancy, whichever occurs first.*

3. Section 7, entitled "Connection Fees" is hereby amended to read as follows:

Section 7, Connection fees. *Connection fees to the Town Sewer System shall*

be charged as follows:

A. Residential Units:

- 1. In the year the sewer system is being constructed and prior to the completion of the sewer system, the connection charge to connect to the sewer system shall be One Thousand Dollars (\$1,000.00).*
- 2. Charges for connections to the sewer system in the first calendar year after construction is completed shall be One Thousand Two Hundred Fifty Dollars (\$1,250.00) per unit.*
- 3. The connection charge for each unit commencing with the second calendar year after the completion of construction shall increase at the rate of One Hundred Dollars (\$100.00) per year. (i.e. if the construction of the sewer collection system is completed in 2000, then the cost for connection is 2002 is \$1,350; in 2003 the cost is \$1,450; in 2004 the cost is \$1,550, etc.)*
- 4. The connection charge entitles the unit to be connected to the sewer collection system. The cost of connecting the residential unit from the street line to the unit is the cost of the unit owner and not covered by the connection fee. All connections from the street line to the unit shall be installed according to codes or rules then in effect. Once connection is complete, any existing waste disposal system shall be pumped and then properly closed.*

B. Commercial/Industrial Units. The connection charge shall be based on the size of the connection necessary to serve the commercial/industrial user, but shall not be less than the connection charge to connect a residential unit. Commercial/Industrial users who have paid the Town an agreed price prior to construction shall not be charged a connection fee for all buildings erected or whose plans have been approved at the time the pre-construction payment is computed.

4. Section 9, entitled "Use of revenues" is hereby amended to read as follows:

Section 9. Use of revenues. *Revenues derived from sewer rents shall be credited to a special fund to be known as the "Sewer Fund". Moneys in such fund shall be used only in the manner and for the purposes specified and in the order required by Sewer Rent Law of the State of New York.*

- 5. Section 10, entitled "Lien for Unpaid Sewer Rent" shall be added to read as follows:

Section 10. Lien for Unpaid Sewer Rent. *The Town shall have a lien for unpaid sewer rent and any unpaid amount shall be added to the next Town tax bill pursuant to the applicable laws and rules.*

Section 2. If any provision of the local law is inconsistent with any other local law act, rule or regulation, then the provisions of this local law shall be controlling.

Section 3. This local law shall take effect immediately upon filing in the office of the Secretary of State.

Second: James Welch

Carried: Unanimously

2. Bero Associates Study, Village Hall Renovations; Joint Meeting scheduled

**VILLAGE HALL
FEASIBILITY
STUDY – BERO
ASSOCIATES**

Supervisor Lyon announced there will be two joint Town/Village meetings to discuss the study presented by Bero Associates on the Village Hall renovation & combined offices project. The first will be Tuesday, September 5 at 6:30 PM at the Village Hall, and the second on Monday, September 18 at 6:30 PM at the Palmyra Fire Hall. All Palmyra residents are welcome and urged to attend and participate.

3. Sewer Services Agreement, Town of Palmyra and Wayne County Water & Sewer Authority

**SEWER SVCS
AGR – WCWSA**

Michael Lambrix made a motion to authorized Supervisor David Lyon to sign the proposed agreement, as follows:

SERVICE AGREEMENT
Between
WAYNE COUNTY WATER AND SEWER AUTHORITY
And
THE TOWN OF PALMYRA

This Agreement is entered into effective August 24, 2000, by and between the **Wayne County Water and Sewer Authority**, a public benefit corporation (referred to as the "Authority"), and the Board of the **Town of Palmyra**, a municipal corporation (referred to as the "Town")

Currently the Town has constructed and is constructing a waste water collection system for the benefit of the Town residents and other users. The Town will retain ownership of its waste water collection system but the Authority will provide the day to day management of the system.

Therefore, the parties agree as follows:

1. **General Agreement.** During the term of this Agreement, the Authority will provide to the Town for the fees set forth in this Agreement, services to manage, maintain and operate the waste water collection system owned by the Town, including all labor, materials and equipment necessary to perform the services, upon the terms and conditions set forth in this Agreement. Except as otherwise specified in this Agreement, the Authority will provide the services in its own name and will interact directly with the waste water collection system customers of the Town.
2. **Basic Services.** The Authority shall provide the following basic services to manage, maintain and operate the Town's waste water collection system for the basic fee set forth in Section 4. The Authority shall comply with all laws and regulations applicable to it and to the Town in providing the services, including but not limited to regulations of the NYS Department of Health. Services shall be performed during regular business hours, except that Authority personnel shall be available 24 hours per day to deal with emergencies.
 - 2.1 **Operational Duties.** The Authority shall provide routine operation and maintenance of the waste water collection system on behalf of the Town, including the following:
 - 2.1.1 Monthly readings of master meter readings and reconciliations thereof;
 - 2.1.2 Routine, required samplings and tests for regulatory agencies;
 - 2.1.3 Comparison of retail waste meter readings in conjunction with the Town's billing schedule;
 - 2.1.4 Installation and/or inspection of connections to waste water collection system;
 - 2.1.5 Repairs of waste water collection system and master meter (subject to a possible additional fee, as set forth in Section 4.4);

- 2.1.6 Surveillance of system and pro-active leak detection;
 - 2.1.7 Flushing of the system and cleanout of blockage;
 - 2.1.8 Stakeout of utilities;
 - 2.1.9 Emergency repairs;
 - 2.1.10 Maintain the property at the master meter pits within the Town including lawn mowing, snow removal;
- 2.2 **Administrative Duties.** The Authority shall provide routine administration for the waste water system, including the following:
- 2.2.1 Billings of retail customers in the Town's name in accordance with Section 7 below;
 - 2.2.2 Purchase all supplies and inventory necessary to carry out its duties under this Agreement;
 - 2.2.3 Receive and address customer questions and concerns;
 - 2.2.4 Maintain records necessary or advisable to the operation of the waste water collection systems and provide reports to the Town as necessary for the Town to fulfill any legal requirements;
 - 2.2.5 Prepare all required reports for the appropriate authorities for the Authority and on behalf of the Town, to the extent that such reports relate to services being provided by the Authority;
 - 2.2.6 Develop procedures, requirements, rules and regulations for new waste water collection systems for adoption by the Town;
 - 2.2.7 Review plans for new construction, such as new subdivisions, for compliance with standards for waste water collection systems and individual services, and provide advisory services to the Town;
 - 2.2.8 Advise customers of any interruption or impairment of service, to the extent practicable;
 - 2.2.9 Obtain and maintain all necessary insurance.
 - 2.2.10 Advise the Town on insurance necessary for the Town.

3. Additional Services.

- 3.1 **Additional Services.** The parties acknowledge that not all services that may be necessary to operating and maintaining the waste water collection system are included in the basic services set forth above. The parties contemplate that the Authority may provide such additional services for the Town, as agreed with the Town on a case by case basis, and that the Town will pay the Authority for performing such additional

services. Examples of such additional services include the following:

- 3.1.1 Capital repairs or replacements to the waste water collection system where the cost of the project is expected to exceed \$5,000;
 - 3.1.2 Installation of new waste water collection systems;
 - 3.1.3 Replacement of master meters, control valves or pump stations;
 - 3.1.4 Any other service not included as part of the basic services.
- 3.2 **Procedure for Additional Services.** Before the Authority undertakes any additional services on behalf of the Town, except in an emergency situation, the Authority and the Town will agree in writing to the terms under which the additional services are to be provided, including the scope of work, the fees involved and the terms and conditions of payment. If the Authority is undertaking a repair to the waste water collection system in an emergency, and the Authority anticipates that the cost of the repair will exceed \$5,000, but cannot delay until the parties have an opportunity to agree upon the terms for the additional services, the Authority will endeavor to advise the Town Supervisor or other Town official of the need to make the emergency repair at the earliest possible time and the parties will agree upon a basis for payment as soon as possible.

4. Fees for Basic Services.

- 4.1 **2000 and 2001.** Beginning with the Commencement Date and continuing for each month during the balance of 2000 and during all of 2001, the Town will pay the Authority a fee per customer. The monthly fee per customer for 2000 and 2001 is set forth in Exhibit A. The monthly fee may be changed only by mutual agreement of the parties. The number of customers will be updated each month to reflect additions and subtractions. For purposes of this agreement, each connection to the waste water collection system shall be considered a customer.
- 4.2 For all subsequent years during the term of this Agreement, the Authority and the Town will meet and review the changes and negotiate a firm fee based upon the Authority's budgeted costs of providing the services under this Agreement. The new fee will be furnished to the Town by the September 1 proceeding the effective date of the new fee.
- 4.3 **New Water Services.** The Authority shall establish from time to time a rate schedule for the connection of properties to the waste water collection system. The schedule of rates at the inception of this Agreement is set forth in Exhibit A. The Authority may change the rate schedule from time to time after a review and negotiation with the Town. For purposes of this Agreement, a new waste water connection consists of

the necessary connections between the waste water collection system and the customer's property line. Whenever the Town requests the Authority to install a new service, the Town will reimburse the Authority according to the Authority's rate schedule.

4.4 **Terms of Payment.** The Authority will render a statement to the Town on a quarterly basis, covering all charges to the Town for the basic service fee and any additional charges. Payment is due on statements rendered to the Town for the quarterly fee per customer within thirty (30) days of the mailing of the statement. Payment is due on a statement for all other charges within thirty (30) days. The Town agrees to pay a late charge of ten percent (10%) upon any account not paid when due.

5. **Surplus.** The parties anticipate that the fees paid by the Town to the Authority will cover all of the expenses involved in performing the services, as well as a portion of the Authority's general overhead expenses. If the fees generated pursuant to this Agreement create a surplus in the Authority with respect to the service area covered by this Agreement, after payment of all expenses of operation of the service area, setting aside for essential reserves, and allocation of an amount toward the Authority's general overhead, the Authority will give serious consideration to recommendations for use of the fees such as setting aside funds for reserve or capital projects, lowering the rate charged by the Authority to the Town in subsequent years, providing a credit to the Town to be applied against future payments due, or rebating such surplus to the Town.

6. **Billing.**

6.1 **Waste Water Collection System.** The parties acknowledge that although the Authority will be assuming responsibility for the daily operation of the Town's waste water collection system, the Town retains ownership of its system, the Town's waste water collection customers remain the customers of the Town and all sewer rents, charges and other revenues collected from the customers remain the revenues of the Town. The parties agree that the Town will be responsible for furnishing the Authority with its current schedule of charges. The Authority has developed its standard format that can be used to send statements to the Town, under the name of the Town, to all waste water collection customers for waste water collection and related services. The Town will be responsible for collecting its own revenues, and the Authority will promptly remit to the Town any amounts paid to it by a customer. The parties acknowledge and agree that prior to the commencement date they will develop a protocol for the handling of bills and receipts, so that the respective parties involved will have the necessary information to perform its function.

6.2 **Sewer Customers.** Because the Town currently bills its sewer customers at the same time as for water, and the sewer charge is based upon water consumption, the Authority agrees that it will act as billing agent for the Town and include the sewer charges on the statements prepared by the Authority. The parties have reached this agreement because it is their mutual assumption

that providing this service will require minimal effort on the part of the Authority. If at any time the Authority determines that acting as the Town's billing agent for sewer charges results in any significant cost or burden to it, then the parties will agree upon a reasonable charge to be paid by the Town to the Authority for the service provided or make some other arrangements.

7. Transition.

7.1 **Cooperation.** All of the parties of this Agreement agree to cooperate fully with each other in the transfer of the responsibilities of the Town's operation of the waste water collection system to the Authority and to work out the problems that arise in the course of that transfer.

8. Insurance.

8.1 **Liability Insurance.** The Town and the Authority shall each maintain liability insurance covering its activities under this Agreement. Except as the parties may otherwise agree, the Town shall add the Authority as an additional insured on its policy covering its waste water collection system. The Authority shall add the Town as additional insured on its liability policy.

8.2 **Employee Insurances.** The Authority shall be responsible for obtaining and maintaining insurances related to its employees, including statutory disability insurance and unemployment insurance. The parties acknowledge and agree that the Authority has applied to the NYS Workers' Compensation Board to be treated as self-insured, and the parties further acknowledge and agree that it is their mutual intent to enter into a separate agreement whereby the Town will reinsure the Authority for any workers compensation claims that may be made against the Authority by Authority employees working in the Town area.

9. Indemnification.

9.1 **Authority Indemnification.** The Authority agrees to indemnify, defend and hold harmless the Town from any and all actions, claims, losses and expenses (including reasonable attorneys' fees and expenses) for the acts, omissions or decisions of the Authority, its agents, employees, invitees, and those under its control, while performing its contractual responsibilities under this Agreement, except to the extent that the Town's losses and expenses are covered by its own insurance policy.

9.2 **Town Indemnification.** The Town agrees to indemnify, defend, and hold harmless the Authority from any and all actions, claims, losses and expenses (including reasonable attorneys' fees and expenses) for the acts, omissions or decisions of the Town, its agents (other than the Authority), employees, invitees, and those under its control, in connection with its waste water collection system or while performing its contractual responsibilities under this Agreement, except to the extent that the Authority's losses and expenses are covered by its own insurance policy.

9.3 **Waiver of Subrogation Rights.** Notwithstanding any other provisions in this Agreement, the Town and the Authority, and all

parties claiming under them, hereby mutually release and discharge each other from all claims and liabilities arising from or covered by insurance maintained by the Authority and/or the Town in connection with the waste water collection system, or the operation or maintenance thereof, or any activities in connection with the waste water collection system, regardless of the cause of the damage or loss.

10. Term and Termination.

- 10.1 **Terms.** The term of this Agreement shall begin upon execution of this Agreement by all parties and shall continue until December 31, 2001, unless terminated prior to that date in accordance with Section 10.5 below.
- 10.2 **Commencement Date.** For purposes of this Agreement, the commencement date is the date on which the Authority assumes control and responsibility of the operations of the Town's waste water collection system. The commencement date will be August 1, 2000, or such other date as is agreed upon by the parties to this Agreement. The parties acknowledge that the Authority will be preparing for the transfer of operations to it during the period between the execution of this Agreement and the Commencement Date.
- 10.3 **Renewal.** This Agreement shall automatically renew for one additional term of five (5) years unless a party has given the other party at least ninety (90) days advance written notice of intent not to renew. If the Authority elects not to renew this Agreement at the end of the initial term, then this Agreement shall terminate at the end of the initial term.
- 10.4 **Termination.**
- 10.4.1 **As to All Parties.** This Agreement may be terminated at any time by action, by giving at least ninety (90) days advance written notice to the party of intent to terminate.
- 10.4.2 **As to One or More Towns.**
- 10.4.2.1 **By Town.** The Town may withdraw from this Agreement "for cause" if the Authority substantially fails to perform its obligations under this Agreement, provided that the Town must first give the Authority ninety (90) days advance written notice of intent to terminate, which notice specifies in detail the alleged failure to perform, and further provided that the Authority has not cured its failure to performance within the ninety (90) day period.
- 10.4.2.2 **By Authority.** The Authority may terminate this Agreement as to the Town "for cause" if Town fails to pay the fees provided for in Sections 3.2 and 4, provided that the Authority must first give the Town forty-five (45) days advance written notice of intent to terminate and further provided that the

Town fails to bring current its payments due to the Authority within the forty-five (45) day period.

- 10.5 **Effect of Termination.** Upon the termination of this Agreement or the withdrawal of a party to this Agreement, the Authority and the Town shall cooperate with each other to return to the Town all books and records relating to the Town's waste water collection system and to provide for the necessary transition in a timely and orderly fashion.
11. **Allocation of Expenses.** The Authority acknowledges and agrees that it will continue to fairly allocate its operating expenses among the water and sewer systems owned or operated by the Authority, including any expenses related to personnel, equipment or other resources acquired by the Authority pursuant to this Agreement that are used for the benefit of other water and sewer systems.
12. **Miscellaneous.**
- 12.1 **Independent Contractor.** It is agreed by and between the parties that the Authority is an independent contractor and that the Authority may not in any capacity be considered an agent of the other party of this Agreement or bind them to any obligation, or subject them to any liability whatsoever, except as otherwise expressly agreed in writing.
- 12.2 **No Assignment.** No party may assign its rights or obligations under this Agreement, unless the written consent of the other party hereto is obtained.
- 12.3 **Amendments.** This Agreement may be amended or modified only by a subsequent written document executed by each of the parties hereto.
- 12.4 **Counterparts.** This Agreement 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with the intent that it be effective on the day and year first written above.

Exhibits:

- A. Monthly fee per customer for 2000 and 2001; Rate Schedule for connection to waste water collection system

EXHIBIT A

Monthly Fee per customer for 2000 and 2001

The fee to be paid by the Town for each customer, pursuant to Section 4.1 of the Agreement is \$1.00 per 1,000 gallons of water or part thereof used in each quarter for the first 250,000 used in that quarter. The fee for each 1,000 gallons of water or part thereof over 250,000 used in each quarter shall be \$.50 per 1,000 gallons payable 30 days after the billing for the waste water disposal service is complete for the quarter.

Second: David Nussbaumer

Carried: Unanimously

4. NYSARA Workshop Approval

**NYSARA WKSHP
APPR**

David Nussbaumer made a motion to approve paying mileage for Deputy Town Clerk Lynne Notareschi’s attendance at two free NYS Archives and Records Administration workshops to be held in Hopewell on August 17 (Conducting a Records Inventory) and September 26 (Improving Government Business Processes).

Second: Lynne Green

Carried: Unanimously

5. Canals Conference

**WORLD CANALS
CONFERENCE**

David Nussbaumer made a motion to approve purchasing a ticket to the World Canals Conference to be held in Rochester September 10-15 in an amount not to exceed \$275, Mrs. Green to attend.

Second: Michael Lambrix

Carried: Unanimously

6. Magnetic Sign Replacement

**MAGNETIC
SIGNS
REPLACEMENT**

Michael Lambrix made a motion to approve the purchase of four 24” X 9” magnetic identification signs for the Town Officials from the Vernon Company at a cost not to exceed \$350 including all charges.

Second: David Nussbaumer

Carried: Unanimously

7. Budget transfers

**BUDGET
TRANSFERS**

Supervisor Lyon moved to approve the following transfers:

General Fund

From:		To:	
Contingency Account		Supervisor-Contractual Exp	
A1990.400	\$1,673.67	A1220.400	\$1,673.67

Contingency Account		Town Clerk – Equipment	
A1990.400	\$ 336.20	A1410.200	\$1,026.00
Town Clerk-Contractual Exp			
A1410.400	\$ 689.80		

Second: David Nussbaumer Carried: Unanimously

Supervisor Lyon then moved to approve the additional following transfers:

Increase revenues:		
A2210-General Svcs – Other Govts		\$10,000.00

Increase appropriations:		
School Tax Collection-Personal Services		
A1331.100		\$9,000.00

School Tax Collection-Contractual Expense		
A1331.400		\$1,000.00

Second: David Nussbaumer Carried: Unanimously

NORTH SWR DISTRICT RIGHT-OF-WAY AGR

8. North Sewer District – Authorize Right-of-Way Agreement

Supervisor Lyon made the following motion:

RESOLVED, by the Town Board of the Town of Palmyra to allow one (1) future connection to the Division Street Sewer, at no cost, in exchange for a substantial easement.

Second: Michael Lambrix Carried: Unanimously

LASER PRINTER PURCHASE – TAX COLLECTION

9. Laser printer – Tax Collection

David Nussbaumer made a motion to purchase a Lexmark Optra E312 laser printer from CDWG at a cost not to exceed \$400 for the use of the Tax Collector.

Second: Michael Lambrix

Carried: Unanimously

10. Waterfront ReDiscovery Conference

**WATERFRONT
REDISCOVERY
CONFERENCE**

David Nussbaumer made a motion to approve reimbursement to Councilmember Lynne Green for Registration Fee, accommodations and mileage in an amount not to exceed \$200 so that she may attend the Waterfront ReDiscovery Conference on September 26-27, 2000 at Albany.

Second: Michael Lambrix

Carried: Unanimously

David Nussbaumer moved to approve payment of the claims and expenditures as listed on vouchers #689-770 with a total of \$133,730.91, as shown on Abstract #8.

**PAYMENT OF
CLAIMS –
ABSTRACT #8**

Second: Michael Lambrix

Carried: Unanimously

At 9:13 PM Michael Lambrix moved to adjourn this meeting of the Town Board.

**MOTION TO
ADJOURN**

Seconded by: Lynne Green

Carried: Unanimously

Respectfully submitted,

Catherine C. Contant
Deputy Town Clerk