

Fire Dept.: General discussion relative to the facilities at present and the needed facilities of the department. Trustee Green commented that several questions should be answered in relation to the use of the rooms across the street, the responsibility of the village board to the fire department and oxygen squad, before any definite decision should be made relative to a new building.

Cuyler St. Park.: Trustee Wilson advised that the Fire Department had commented that with cars parked on both sides of Cuyler Street, especially from the Library and Post Office north to Main Street, it is quite congested and about impossible should the need arise for the passage of a Fire Truck. Matter should be studied for only parking on one side.

Local Laws: Local Laws #1, #2, and #3 are herewith attached.

Adjourn: Mayor Fitzgerald adjourned the meeting at 10:35 P.M.

Theresa P. Otte, Clerk Treas.

February 4, 1974

Group Discussion

Trustees Room

2:00 P.M.

Present: Wayne Ackart, Lozier Engineers, Rochester, N.Y.
 Warner Strong, Trustee, Village of Palmyra.
 Hiram VanEtten, Operator of Village of Palmyra Water Plant.

Subject: Garlock Water Contract

The following suggestions for a contract between the Village of Palmyra and Garlock, Inc., were formulated to be presented to Garlock, Inc. for their perusal.

Proposal A

Filtered Water might be purchased at \$4.50/1,000 Cu.Ft.

Raw water might be purchased at \$.20/1,000 gals, for an annual cost of \$50,000.00 (based on 250,000,00 gals. presently being used).

The above proposal would be applicable for a contract beginning September 1, 1975, to be renewed annually, with an escalation clause (right of the village to raise the rate as village rates to consumer is raised), cancellation clause for either party with the contract to be on an annual basis.

Proposal B

Village of Palmyra would make repairs to the transmission line.

Cost of Raw Water would be \$.40 to \$.60 (cents) per one thousand gallons raw water ONLY.

Filtered water would be purchased as under Proposal A.

Proposal C

Leasing of transmission line to Garlock, Inc. ---
 \$38,000.00 to \$40,000.00/annum.

(\$38,000. divided by 250,000,000 gals.
 equals about 15¢ (cents) per gallon
 for raw water only)

Garlock, Inc. would be required to take care of the transmission line.

Filtered Water would be purchased as under Proposal A.

Adjourn: Discussion adjourned at 3:30 P.M.

Theresa P. Otte, Clerk Treas.

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February 10, 1975
 Board of Trustees

Regular Board Meeting

8:00 P.M.

Present: Mayor Sidney J. Fitzgerald, and Trustees David McGuire, Lloyd A. Green, Mary Lou Wilson.
 Village Attorney, Laura Jane Poyzer.
 Absent, Trustee Warner Strong.

2 Min.

Silence: Mayor Fitzgerald opened the meeting with a 2-minute silence.

Vouchers: Motion by Trustee Green, 2nd by Trustee Wilson and carried, to approve for payment of the vouchers in the amount of \$10,923.90 was noted.

Minutes: Motion by Trustee Green, 2nd by Trustee Wilson and carried, the minutes of the previous meeting were accepted as recorded.

Suggest. Sign: Zoning Officer, Bruce Wideman, showed the board a proposed or suggested sign with a colonial motif for use of display on specific East Main Street corners denoting places of business on various side streets. The signs would be 5' x 3' or 15 sq.ft. Four (4) signs might cost approximately \$1,000. Mr. Wideman advised that he would talk with the side street merchants to get their opinion. Board felt proposed sign in keeping with desired information.

- American Legion Repres.:** Thomas Surowiec and Mrs. Ann Guest discussed with the board the area designated in the Village of Palmyra Cemetery for the burial of veterans. Nine lots with burial space for approximately ten (10) burials/lot were purchased at a cost of \$50.00 per lot by the Town of Palmyra, according to the clerk. Mrs. Guest advised that she wanted to reserve two graves for her husband and herself and was advised that graves now cost \$100.00 grave with a cost of \$75.00 for the opening. Opening fee, according to the clerk, is billed to the funeral director and is a part of the funeral expense billed to the deceased's family. Clerk was asked to research the intent of the purchase of these graves.
- Latter Day Saints Request Water:** Richard Pickett, Grounds Committee Chairman of the Hill Cumorah, and Paul Russell, Harnish & Lookup, advised the board that they are desirous of requesting the feasibility of connecting to the Village of Palmyra Water Line on Curran Road, in the vicinity of Hill Cumorah. Mr. Pickett advised that in the peak season when the pageant is operating, they have need of at least 105,000 gals. per day. In addition, they are in need of water for irrigation. A possible figure might be between six and nine million gallons per year would suffice for all their needs. Clerk commented that several years ago this same request was made at which time they were advised that before the board might render an opinion, it would be necessary to contact Garlock, Inc., which is in accordance with the water contract with Garlock, Inc., after which they must apply to the State Water Resources Board for permission to connect to the line. The water that they would receive, if the above conditions were approved, would not be potable for drinking purposes. They would have to install their own filter system, according to state health regulations. In addition, there would be other legalities, such as a public hearing, which would be at their expense.
- Garlock to be Advised:** Mr. Pickett advised that they would inform Garlock, Inc. of their desires as they are anxious to get something in operation in view of the fact that the State Health Department has advised them that their present source of water is not acceptable. Mayor Fitzgerald indicated that at the present time the Village of Palmyra is negotiating with Garlock, Inc. regarding a new water contract coupled with the fact that the county is pressing for an indication from the Village of Palmyra of their desire and acceptance to connect with a northern county system.
- County Sys. Mentioned**
- Police Report:** On motion by Trustee Green, 2nd by Trustee McGuire, the Police Report for the month of January, 1975 was accepted. Highlights of the report indicated 135 complaints, 5 Petit Larceny, 29 apprehended for illegal parking and 18 cited for speeding. Total fines and bail forfeitures amounted to \$475.00 for motor vehicle and criminal arrests.
- Water Meeting:** Mayor Fitzgerald reminded the board of a meeting at Garlock, Inc. on February 17, 1975 at 2:00 P.M. to present to them the three proposals as prepared by Loziers, Eng., (Wayne Ackart), Warner Strong, Trustee; and Hiram VanEtten, operator of the Water Plant.
- Vill.Mgr.** Board members were reminded that they are to review the proposed drafts submitted by Trustee Strong for the qualifications of a Village Manager for drafting into a Local Law, to be discussed at the next Village Board Meeting.
- CutBack of Curb:** Clerk advised that the New York State Electric & Gas had been contacted relative to the desire of the village to cut back the southeast and southwest curb on Canandaigua Street and Main Street corners. The Electric & Gas advised that they would cooperate to move their poles and wires but would need a drawing indicating the radius desired. In addition the New York Telephone and the State of New York Dept. of Transportation would be involved. The following resolution was proposed by Trustee Green, 2nd by Trustee McGuire:

February 10, 1975

- Cutback of Curb:** WHEREAS, it is the desire of the Village of Palmyra to cut back the curb at the corner of Canandaigua Street and East & West Main Street for allowing better movement of trucks around the corners,
BE IT RESOLVED THAT, the firm of Lozier Engineers, Rochester, New York, be engaged to prepare a proper radius drawing for presentation to the New York Telephone Company, the New York State Electric & Gas Company and the State Department of Transportation to assist in placing of wires, etc. in acceptable spots.
 Unanimous approval of board.
- Hold Harmless:** A copy of a letter sent to Honorable Frank Horton, from Dept. of Housing & Urban Dev., advised that funds were reserved in the amount of \$891,000.00 in October, 1966, for urban renewal.
- Not Applicable:** Unfortunately the year was outside the base year authorized for "Hold Harmless", which was 1968-1972. Therefore, Palmyra is not entitled to this grant.
- Freezer Locker:** Trustee McGuire advised that he had viewed the Freezer Locker on Market Street, property of the Village of Palmyra, with Zoning Officer Bruce Wideman.
 Nelson Cook had asked that liability be waived so that he might "gut" the inside of the building. Trustee McGuire emphasized that after viewing the condition inside, he would not agree to a waiver.
 The following resolution was proposed by Trustee McGuire, 2nd by Trustee Green:
WHEREAS, the Board of Trustees have deemed the former Freezer Locker at 114-116 Market Street, to be dangerous and hazardous to adjoining property as well as a potential fire hazard,
BE IT RESOLVED THAT, the Board of Trustees shall request bids for the demolition of the building at 114-116 Market, the successful bidder to be allowed salvage rights to the interior, providing demolition procedure will be in accordance with the specifications as set by the Village of Palmyra, with thirty days (30) allowed for demolition after acceptance by the Village of Palmyra of a bid and signing of a contract.
 Vote:

Trustee McGuire	Aye
Trustee Wilson	Aye
Trustee Green	Aye
Trustee Strong	Absent

 Carried.
- Weykman Bldg.:** Village Attorney Poyzer advised that she is delving into the records for determination of the proper owner. General discussion indicated that the board feels the need to move ahead for demolition of this building at 305½ East Main Street, as it, too, is crumbling and deteriorating inside rapidly.
- Urb. Ren. Coop. Agree.:** A Cooperation Agreement between the Urban Renewal Agency and the Village of Palmyra with the current amendments, which is drawn annually, was signed by Mayor Fitzgerald on approval of the Village Board. Agreement is attached on Page 219.
- Tax Sale:** The attached resolution was proposed by Trustee McGuire, 2nd by Trustee Green:
WHEREAS, the Treasurer of the Village of Palmyra, Theresa P. Otte, has advised that all but \$6,094.81, of \$279,870.80 levied for taxes as of 6/1/74, have been collected,
BE IT RESOLVED THAT, in accordance with provisions of the Real Property Law, Sections 1450 through 1464, the Treasurer shall hold a Tax Sale on March 17, 1975 beginning at 10:00 A.M.E.D.S.T.
 Vote:
 Unanimous.
 Carried. Tax Roll is attached on Page 220.
- Adjourn:** Mayor Fitzgerald adjourned the meeting at 10:25 P.M.

Theresa P. Otte, Clerk Treas.

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Palmyra Urban Renewal Agency
Palmyra, New York

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT, entered into as of the 10th day of February, 1975, by and between the Village of Palmyra, hereinafter designated as the "Village" and the Palmyra Urban Renewal Agency, hereinafter designated and referred to as the "Agency."

WITNESSETH THAT:

WHEREAS, the Agency with the cooperation of the Village is undertaking, developing and carrying out an urban renewal project known as the Main Street Urban Renewal Area No. 1, N.Y. R-212, which is as set forth in Exhibit "A", attached hereto, and hereinafter called the "Project":

WHEREAS, Federal financial assistance to such Project will continue to be provided under and by virtue of the provisions of Title I of the Housing Act of 1949, as amended; and

WHEREAS, the Village will also continue to provide financial aid and cooperate with the Agency by making local grants-in-aid required under said Title I of the Housing Act of 1949, as amended; and

WHEREAS, the Agency has made an application to the Secretary of the Department of Housing and Urban Development, hereinafter designated as the "Secretary," for loan and capital grant funds for the said Project; and pursuant to such application, the Agency proposes to enter into a Loan and Capital Grant Contract with the Secretary for Federal financial assistance under said Title I of the Housing Act of 1949, as amended, for the purpose of carrying out the said Project; and

WHEREAS, as a prerequisite to said Loan and Capital Grant Contract, the Secretary requires assurances that local grants-in-aid will be provided equal to one-fourth of the net cost of said Project; and

WHEREAS, the Village will be required to furnish grants-in-aid as hereinafter estimated.

NOW, THEREFORE, in consideration of the benefits to accrue to the Village and its citizens from the Project and of the mutual covenants hereinafter set forth, the Village and the Agency hereby agree as follows:

1. In order to assist the Agency in undertaking said Project, the Village hereby agrees to make the following grants-in-aid:
 - a. The Village will construct in accordance with a schedule mutually agreeable to the Village and the Agency, such improvements, consisting of water mains, street improvements, storm drainage, traffic lights, and other underground work in the Project and shall receive credit for a portion, as determined by the Secretary, of constructing such improvements.

- b. The Village shall construct, in accordance with a schedule, mutually agreeable to the Village and the Agency, a parking facility in the Project and shall receive credit for the actual cost of constructing such a facility.
2. The Village agrees to purchase, from the Agency, those parcels designated for public improvement in accordance with the Urban Renewal Plan, at fair value, as determined by the Secretary, as soon as such parcels are ready for redevelopment. The Village will redevelop such parcels in accordance with said Plan by constructing, thereon, such public facilities. The Village further agrees to initiate, commence and place under construction all other work and improvements to be undertaken by it as required hereunder at such times as shall be coincident with construction and progress of the entire Project. The Village agrees that all improvements and facilities placed under construction and work commenced and initiated for the Project shall be completed within a reasonable time after the commencement thereof. The Village agrees to perform any and all other matters as required of it under this Agreement at such times as the need for same shall arise, upon request from the Agency.
3. Any sums payable by either party to the other shall not bear any interest.
4. This Agreement may be amended from time-to-time by mutual agreement of the parties hereto.
5. Contributions toward the requirement of non-cash grants-in-aid for this Project which exceed the obligation of the Village hereunder, will be credited toward the reduction of the estimated cash contribution of the Village with respect to this Project or credited to other projects, as may be determined by the Agency.
6. It is understood and agreed that the obligation hereunder is to make cash or non-cash grants-in-aid in a total amount equal to one-fourth of the total actual net cost of the Project, and that amount payable by the Village to the Agency as hereinabove set forth is based on estimates, and that if the total actual net cost of the Project (as determined by the Agency in accordance with its contract with the Federal Government) is greater or less than the total estimated net cost of the Project, the amount of the contributions to be made by the Village to the Agency shall be proportionately adjusted.
7. It is further understood and agreed by and between the parties hereto, that if any time during the course of the execution of the Project, it appears, as a result of revised estimates of Project costs approved by the Secretary, that the local grants-in-aid will be higher than that shown in the previous approved estimate, the Village shall promptly pay to the Agency such amounts of cash as, together with all local grants-in-aid to the Project, otherwise provided, shall equal one-fourth of such approved net project cost.
8. It is further understood and agreed by and between the parties hereto that if the Village's estimated one-fourth cash local

grant-in-aid exceeds the actual local share of the net cost required, the excess shall be considered a loan to the Agency and the Agency agrees to return said excess to the Village.

9. It is further understood that the parties recognize that Title VI of the Civil Rights Act of 1964 and the regulations and policies of the Department of Housing and Urban Development effectuating the Title prohibit discrimination on the grounds of race, color or national origin in the policies, practices and uses of the public facilities proposed for credit to the locality's share of the cost of an urban renewal project receiving financing assistance from the United States, the Village of Palmyra covenants that the public facilities herein proposed as local grants-in-aid will be available to serve all persons without regard to race, color or national origin. Without being by way of limitation, it is the intention of the parties that this antidiscrimination covenant shall accrue to the benefit of the United States and the Secretary.

IN WITNESS WHEREOF, The Village of Palmyra and the Palmyra Urban Renewal Agency have caused this Cooperation Agreement to be duly signed and executed as of the day and year first above written.

Village of Palmyra
(Village)

Leroy J. Fitzgerald
(Mayor)

ATTEST:

Theresa P. Otte
(Name)

Clark
(Title)

Palmyra Urban Renewal Agency

William R. Ruckelshaus
(Director)

ATTEST:

Exel B. Johnson
(Name)

Secretary
(Title)

February 10, 1975

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Urb. Ren
Agree.:

Tax
Roll:

CEL NO. Walter & Laurel Drury, 501 East Main Street, residence;
 Bounded: North, Street; East, Willson; South, Street;
 West, Street. \$116.43

CEL NO. Mary Fiero, Howell Street, residence; Bounded: North,
 Blankenberg; East, Street; South, Street; West, Cemetery.
 \$132.31

CEL NO. New York Central, 466 Lexington Ave., New York, New York,
 R.R. tracks, \$ 63.27

CEL NO. William & Lois Lynch, 413 Fayette Street, residence;
 Bounded: North, Cambier; East, Street; South, Kier;
 West, Carroll. \$95.22

CEL NO. J. & E. Everett, 417 East Main, % E. Murray, residence;
 Bounded: North, Rolland; East, Curtis; South, Street;
 West, Smith. \$152.75

Fees, Interest ~~and~~ charges and penalties to be added
 to the above listed tax amounts, which will be computed at the
 time of sale.

ed: February 21, 1975

Theresa P. Otte, Treasurer
 VILLAGE OF PALMYRA,
 PALMYRA, NEW YORK

PARCEL NO. Wm. & Marianne Abbott, 150 Fayette Street, residence;
 Bounded: North, Thompson;; East, Garlock, Inc.,; South,
 Shaw, Est.; West, Street.X \$137.19

PARCEL NO. Robert Pollak, 307-313 East Main, Commercial; Bounded:
 North, Abbott; East, McGuffie; South, Street; West, Wey-
 kman. \$608.96

PARCEL NO. L. Weykman, 123 Vienna St., residence; Bounded: North
 Rolland, East, Root; South, Street. \$154.52

PARCEL NO. Thomas & Harriett Mahoney, 110 Canal, residence; Bounded:
 North,, Street; East, Fagner; South, Ioele; West, Gratton.
 \$125.13

PARCEL NO. Erwin & Waniece Porter, 119 Carroll, residence; Bounded:
 North, Village; East, Street; South, Kirchhoff; West,
 Jones. \$222.19

PARCEL NO. Leonard & Marie Ehler, 323 East Main Street, residence &
 commercial; Bounded: North, McGuire; East, Volkomer;
 South, Street; West ~~WALKER~~.Self. \$309.64

PARCEL NO. William Pick, Palmyra Hotel, 244 E. Main Street, Commer-
 cial, Bounded: North, Street; East, Street; South, Tyler;
 West, Barclay. \$646.69

PARCEL NO. Leonard #. Marie Ehler, 315 East Main, residence &
 commercial; Bounded: North, Lagana; East, Self;
 South, Street; West, Patridge. \$371.27

PARCEL NO. Paul Doblestein, 325 West Jackson Street, residence;
 Bounded: North, Wiley; East, Zani; South, Street; West
 Goodness. \$181.89

PARCEL NO. Wm. & Eleanor Freym, 320 West Main Street, residence;
 Bounded: North, Street; East, Townsend; South, Pickett.
 \$157.94

PARCEL NO. Conrad Skorc, 646 East Main Street, commercial; Bounded:
 North, Street; East, Simonse; South, Abbott; West, Lazerson
 \$451.85

PARCEL NO. Lawrence Weykman, 305 East Main St., Commercial; Bounded:
 North, Hughes; East, Patridge; South, Street; West, McPike.
 174.69

- PARCEL NO. Robert Pollak, 325 East Main Street, apartments;
Bounded: North, Common Drive; East, Street; South,
Street; West, Monto. \$314.20
- PARCEL NO. Albert & Janice Young, 305 West Main Street, residence;
Bounded: North, Goebert, East, Young; West, Cathers;
South, Street. \$193.95
- PARCEL NO. Melvin & Violet Raymond, 246 Vlenna Street, residence;
Bounded: North, Street; East, Nussbaumer; South, Georgette
Affiliates; West, Boisvert. \$172.44
- PARCEL NO. Persyns Collission & Align, 215 Vienna Street, residence;
Bounded: North, Marker; East, Randall; South, Persyn;
West, Street \$199.68
- PARCEL NO. Earl & Kathryn Langworthy, 129 ~~at~~ Washington Street, res-
idence; Bounded: North, West; East, Street; South, Knapp;
West, Knapp. \$169.39
- PARCEL NO. J. Burke, % R. Ingold, 230 Fayette, residence; Bounded:
North, Clark; East, Marber; South, Austin; West, Street.
\$197.90
- PARCEL NO. Mildred Bush, 411 Howell Street, residence; Bounded,
North, DeMay; East, Street; South, Fiero; West, cemetery.
\$ 56.54
- PARCEL NO. Marjorie Keith, 147 Washington, residence; Bounded,
North, Henry; East, Street; South, DeBrine.
\$194.26
- PARCEL NO. Nelson dWarner, 111 Park Drive, residence; Bounded:
North, State; East, N.Y.S.E.&G., South, Village; West
State. \$95.38
- PARCEL NO. Melvin & Rachel Hunt, 349 East Foster, residence; Bounded:
North, Cowell; East, Gratton; South, Street; West,
Vandermallie. \$178.13
- PARCEL NO. Albert Dennie, 425 Stafford Street, residence; Bounded:
North, DeNeef; East, Street; South, East; West, Bennett.
\$221.00

*Remitted
3/10/75 1.*

NOTICE OF TAX SALE

NOTICE IS HEREBY GIVEN: that in pursuance to provisions of the Real Property Law, sections 1450 through 1464 enacted and ~~and~~ effective October 1959 and the acts amendatory thereof and supplementary thereto, and of a resolution of the Board of Trustees of the Village of Palmyra, Wayne County, New York, passed at a meeting thereof held on the 10th day of February, 1975, I, Theresa P. Otte, Treasurer of the Village of Palmyra, Wayne County, New York will sell at public auction in the manner provided by the law on the 17th day of March, 1975, at 10:00 A.M. P.M.D.S.T. at the Justice Court Room in the Village Hall in said Village of Palmyra, or so much of each of the following parcels of real estate upon which village taxes remain unpaid as will discharge the tax, fees, and charges which may be due thereon respectively at the time of such sale, and shall continue the same from day to day until said shall be completed. The purchases at such sale of taxes will be required to pay the amount of their respective bids to the Village Treasurer, within ten days after the sale and upon such payment shall receive a written certificate of sale describing the real estate purchased and the sum paid therefore.

The following list of parcels of real estate to be sold together with a statement of the amount of tax fees, interest and charges thereon to wit: