

Parma Town Board meeting held on Tuesday, December 15, 2015 at the
Parma Town Hall, 1300 Hilton Parma Corners Road, Hilton, New York

ATTENDANCE

Supervisor	Jim Smith
Councilperson	Gary Comardo
Councilperson	James Roose
Councilperson	Tina Brown
Councilperson	Kyle Mullen
Highway Supt.	Brian Speer
Town Clerk	Donna K. Curry
Building and Development Coordinator	Dennis Scibetta
Dir. of Parks and Recreation	Tom Venniro

OTHERS IN ATTENDANCE

Mike Weldon.

CALL TO ORDER

Supervisor Smith called the meeting to order at 7:05 p.m. and lead those present in the Pledge of Allegiance to the Flag, followed by a moment of silence. Emergency exit procedures were noted.

AMEND RESOLUTION 290-2015 - DECEMBER 1, 2015 MINUTES

RESOLUTION NO. 294-2015 Motion by Supervisor Smith, seconded by Councilperson Mullen, to amend Resolution 290-2015 to read "...the Town Museum from display storage to the archival museum it has become."

Motion carried: Aye 5 (Smith, Comardo, Roose, Brown, Mullen) Nay 0

MINUTES – DECEMBER 1, 2015

RESOLUTION NO. 295-2015 Motion by Councilperson Mullen, seconded by Councilperson Brown, to accept the Minutes of the December 15, 2015 meeting with changes noted.

Motion carried: Aye 5 (Smith, Comardo, Roose, Brown, Mullen) Nay 0

TOWN CLERK REPORT

The Town Clerk reported the Town Clerk and VFW reports for November have been completed, filed and sent to Town Board members.

HIGHWAY DEPARTMENT REPORT

Supt. Speer reported the plans for the North Avenue drainage project are being finalized. The application will then be done to the State to install a new storm pipe.

Oil Water Separator - Supt. Speer reported they have dug to expose the sewer line so that measurements could be taken for placement of the oil water separator. He also reported the tank is being painted and should be done this week. Delivery is expected next week.

Due to the unusually light snow fall thus far, the department has only covered 303 lane miles and used 56 ton of salt so far this year. Last year at this time, they had covered 4,063 lane miles and used 612 tons of salt.

Supt. Speer has been contacted regarding interest in having the speed limit in front of the High School reduced to 20 miles per hour. He indicated a joint letter to the Monroe County Department of Transportation from the Supervisor and the Mayor in support of establishing a school zone speed limit change would start the process. There was discussion on who approached Supt. Speer regarding this, would this also be on Bennett Road, the addition of the turning lane has caused other problems, as you are coming off Bennett on to Wilder Road sight lines looking east are now blocked by the guardrail and bridge railings, and if there was a traffic study already being done.

BUILDING DEPARTMENT REPORT

Mr. Scibetta reported overall permits are down as compared to last year but new home permits are up. Ground clearing work has begun for the Sandalwood Subdivision south of the RG&E sub-station.

Mr. Scibetta reported the divider door is installed. The final work on the installation is expected to be completed tomorrow afternoon. The company who handled the tear out and prep installation for the divider door has been asked to provide a quote for a drop ceiling in the court office. There was discussion on the roof over that area and whether leaking is still occurring. Supervisor Smith reported there have not been any recent problems. The problems generally occur when there are heavy rains and winds out of the west. The heat tape has been repaired and monthly monitoring and cleanout of the gutter area is scheduled.

Mr. Scibetta reported the Town of Parma is hosting a Monroe County Soil and Water training from 7:00 a.m. till noon tomorrow. Hosting this training opportunity fulfills part of our educational requirements through the EPA.

There was discussion on how to proceed with the status of the Conservation Commission. There has been no new work for them to review. Two options were suggested. First, that they meet once a month on the first Thursday to coincide with the Planning Board which they are support for. This would also offer the opportunity for both Boards to give and get information. Second, dissolve them to a committee which would only meet where and when needed.

Supervisor inquired as to the status of interviews for the open Planning Board position. Mr. Scibetta reported there were four applications for interviews but they have been unable to get all the parties together for the same date. He would like to do that very quickly.

RECREATION DEPARTMENT REPORT

Mr. Venniro reported he will have end of year review on the department's budget at the next meeting. The annual Christmas Tree Lighting drew a large crowd and the weather likely contributed to the great turnout. Work is progressing on the Winter/Spring Brochure. All submissions are needed by December 11th so that editing can begin. Distribution is expected the week of January 4th. The recent Guys Night Out party was held at the new Fire Hall and was well received.

Installation of signs and fencing for the football field has begun resulting from the settlement. Additional fencing is being obtained. Upon completion the focus will move to training and completion of logs. Facilities in the Park have been winterized and year-end reviews will be done for the Park and Recreation Staff. There was a sports group use meeting last week about half of the organizations who used the facilities in 2015 were in attendance. The meeting highlighted the football field site maintenance plan and some other issues they wanted to discuss. Although contracts for these events have not been finalized, the majority most are expected to be completed in mid-January and will include information provided during our risk management training session the week after the meeting was held.

Mr. Venniro reported that the Genesee Valley Recreation and Parks Society awarded him with the Outstanding Service Award for the organization. Congratulations were expressed to him. Awards were also given for our brochure and an exceptional program. All of these awards will now be eligible in their respective areas at the New York State level

MISCELLANEOUS REPORTS

Supervisor Smith reported he is working with Ms. Tantillo on the HVAC bids specs for the Library.

PUBLIC FORUM

Supervisor Smith asked if there was any other citizen who would like to address the Town Board with any concerns. There was no response.

BUSINESS ITEMS

ESTABLISH HOURS FOR CHRISTMAS EVE AND NEW YEAR'S EVE

RESOLUTION NO. 296-2014 Motion by Supervisor Smith and seconded by Councilperson Comardo, to close Town Hall at noon on Thursday December 24, 2015 and December 31, 2015.

Motion carried: Aye 4 (Smith, Comardo, Roose, Brown, Mullen) Nay 0

BUDGET TRANSFERS

RESOLUTION NO. 297-2015 Motion by Supervisor Smith, seconded by Councilperson Mullen, to approve the Budget Transfers as noted.

BUDGET TRANSFERS

Dec-15

ACCT #	FROM DESCRIPTION	AMT.	ACCT #	TO DESCRIPTION	AMT.	REQUESTED
AOO.511.1110.120.00	COURT CLERK	5,000.00	AOO.511.1110.130.00	OFFIC ECLERK IV	5,000.00	GAVIGAN
AOO.516.1680.410.00	OFFICE SUPPLIES	500.00	AOO.516.1670.490.00	LEGAL NOTICE	500.00	GAVIGAN
AOO.570.7020.451.00	GASOLINE	\$80.00	AOO.570.7020.422.00	EQUIPMENT REPAIR/RENTAL	\$500.00	VENNIRO
AOO.570.7310.489.02	YOGA, DANCE/YOUTH EXP	\$234.00	AOO.570.7111.490.00	SPECIAL EVENTS	\$360.00	VENNIRO
AOO.570.7310.490.42	SKI CLUB EXPENSE	\$1,433.00	AOO.570.7310.400.02	ARCHERY EXPENSE	\$136.00	VENNIRO
AOO.570.7310.494.42	BABYSITTING TRAINING EXP	\$187.00	AOO.570.7310.489.42	HOLIDAY PROGRAM EXPENSE	\$300.00	VENNIRO
AOO.570.7310.497.02	MUSIC EXPENSE	\$60.00	AOO.570.7310.490.22	SWIMMING EXPENSE	\$330.00	VENNIRO
AOO.570.7610.490.04	TRIPS	\$154.00	AOO.570.7310.493.02	VACATION CLUB EXPENSE	\$400.00	VENNIRO
AOO.570.7610.494.04	SR ENTERTAINMENT/EVE	\$100.00	AOO.570.7310.497.42	GOLF EXPENSE	\$14.00	VENNIRO
AOO.570.7620.490.05	AEROBIC FEES	\$10.86	AOO.570.7310.498.02	BOWLING EXPENSE	\$73.00	VENNIRO
AOO.570.7620.493.05	CRAFTS	\$24.14	AOO.570.7610.497.04	SR FITNESS	\$90.00	VENNIRO
AOO.516.1990.400.00	MISC CONTINGENCY	\$2,650.00	AOO.570.7620.492.05	MEN'S BASKETBALL	\$80.00	VENNIRO
AOO.516.7550.490.00	TOWN CLEBRATIONS	\$495.80	AOO.516.1620.460.00	CONTRACTED SERVICES	\$495.80	VENNIRO
AOO.571.7110.410.00	OFFICE SUPPLIES	\$100.00	AOO.571.7110.430.00	EDUCATIONAL/PROFESS	\$200.00	VENNIRO
AOO.5717110.422.00	EQUIPMENT REPAIRS	\$400.00	AOO.571.7110.460.00	CONTRACTED SERVICES	700.00	VENNIRO
AOO.571.7110.425.00	MAINTENANCE SUPPLIES	\$100.00	AOO.575.7510.460.00	CONTRACTED SERVICES	\$519.35	VENNIRO
AOO.571.7110.451.00	GASOLINE	\$400.00	AOO.576.7520.110.00	KEY KEEPER	60.00	VENNIRO
AOO.571.7110.452.00	VEHICLE MAINT	\$200.00	AOO576.7520.480.00	MISC EXPENSE	3,058.00	VENNIRO
AOO.571.7110.490.00	PARK IMPROVEMENTS	\$168.00				
AOO.575.7520.460.00	CONTRACTED SERVICES	\$519.35				
		12,816.15			12,816.15	

Motion carried: Aye 4 (Smith, Comardo, Roose, Brown, Mullen) Nay 0

MISCELLANOUS

ESTABLISH REVISED RATE OF PAY FOR THE SECRETARY TO THE PLANNING AND ZONING BOARDS

Supervisor Smith reported after reviewing and discussing with some Town Board members he recommends changing the pay rate of the Secretary to the Planning and Zoning Boards.

RESOLUTION NO. 298-2014 Motion by Supervisor Smith and seconded by Councilperson Mullen, to change the pay rate of the Secretary to the Planning and Zoning Boards to \$17.50 per hour retroactive to July 1, 2015.

Motion carried: Aye 4 (Smith, Comardo, Roose, Brown, Mullen) Nay 0

INTERMUNICIPAL AGREEMENT BETWEEN VILLAGE OF HILTOB AND THE TOWN OF PARMA – USE OF COMMUNITY CENTER

RESOLUTION NO. 299-2015 Motion by Councilperson Comardo, seconded Councilperson Brown, to authorize the Supervisor to sign the intermunicipal agreement between the Village of Hilton and the Town of Parma for use of Community Center rooms, offices and recreational facilities as provided for in the supplied agreement.

Motion carried: Aye 4 (Smith, Comardo, Roose, Brown, Mullen) Nay 0

See Schedule A at end of minutes.

APPROVAL FOR CONFERENCE ATTENDANCE

After discussion it was determined that we would register for two three day passes that would be mixed and matched for who goes to what session would be beneficial to them.

RESOLUTION NO. 300-2015 Motion by Supervisor Smith, seconded
Councilperson Comardo, to authorize registering for two – three day passes for attendance at the Newly Elected Training session sponsored by the Association of Towns and the NYS Comptroller's Office.

Motion carried: Aye 4 (Smith, Comardo, Roose, Brown, Mullen) Nay 0

LIAISON REPORTS

**Councilperson Brown reported the Assessor's office is still working on the exemption letters. Planning Board had one item on the agenda but no decision was made there was not a quorum and there was nothing for the Conservation Board.

**Councilperson Comardo reported the Recreation Commission discussed the sport organization meeting and Mr. Venniro has already covered what is going on in the Park and Recreation Departments. The Drug Coalition met last night. They are planning for Drug Awareness Week and are looking at options for promoting their message. The Farmland and OpenSpace Committee continues to be on hiatus until spring. The Hojack Trail Project is hoping expecting to have the feasibility study in January.

**Councilperson Roose reported the Code Officer has a few issues going through the Court system.

**Councilperson Mullen reported there was no Zoning Board this month. He has reached out for the new weather service feed. They will meet through a web meeting when they all have availability. He reported he was able to attend a portion of web training for Newly Elected Officials and has a copy of the slide presentation that he can share with the new Town Board member. It was noted that a recorded version is expected to be available and he thought the question and answer section was relevant.

**Supervisor Smith reported work has been done as a result of the court agreement for the football field and the site management plan. The first round of training has been done with the Park staff. They have developed a log for monitoring usage of the field and a check list will be used before and after major events. They also will log of any people who we feel are trespassing on the property and who have asked to get off. The snow fencing and signs are up and in place for compliance.

WARRANT

RESOLUTION NO. 301-2015 Motion by Councilperson Brown, seconded by Councilperson Comardo, to approve payment of AOO General Fund bills, in the amount of \$111,176.01.

Motion carried: Aye 5 (Smith, Comardo, Roose, Mullen) Nay 0

RESOLUTION NO. 302-2015 Motion by Councilperson Comardo, seconded by Councilperson Roose, to approve payment of BOO Part Town Fund bills, in the amount of \$699.07.

Motion carried: Aye 5 (Smith, Comardo, Roose, Mullen) Nay 0

RESOLUTION NO. 303-2015 Motion by Councilperson Roose, seconded by Councilperson Mullen, to approve payment of DAO Highway, Townwide Fund bills, in the amount of \$20,015.53.

Motion carried: Aye 5 (Smith, Comardo, Roose, Mullen) Nay 0

RESOLUTION NO. 304-2015 Motion by Councilperson Mullen, seconded by Councilperson Brown, to approve payment of DBO Highway, Part Town Fund bills, in the amount of \$15,008.48.

Motion carried: Aye 5 (Smith, Comardo, Roose, Mullen) Nay 0

RESOLUTION NO. 305-2015 Motion by Councilperson Brown, seconded by Councilperson Comardo, to approve payment of SDO, Townwide Drainage Fund bills, in the amount of \$833.00.

Motion carried: Aye 5 (Smith, Comardo, Roose, Mullen) Nay 0

RESOLUTION NO. 306-2015 Motion by Councilperson Comardo, seconded by Councilperson Roose, to approve payment of TAO Trust & Agency Fund bills, in the amount of \$355.36.

Motion carried: Aye 4 (Smith, Comardo, Roose, Mullen) Nay 0 Absent (Brown)

The total to be paid is \$148,087.45.

There was discussion on the timing of Councilperson Brown's resignation, when the replacing appointment could be made and when elected officials would be sworn in.

There was no further business before the Town Board, Supervisor Smith made a motion to adjourn the meeting at 8:15 p.m., seconded by Councilperson Comardo and all were in favor.

Respectfully submitted,

Donna K. Curry
Parma Town Clerk

SCHEDULE A

INTERMUNICIPAL AGREEMENT

AGREEMENT made this 15th day of December, 2015 by and between the VILLAGE OF HILTON, a municipal corporation having offices located at 59 Henry Street, Hilton, New York 14468 (hereinafter "Village") and the TOWN OF PARMA, a municipal corporation having offices located at 1300 Hilton Parma Corners Rd., Hilton, New York 14468 (hereinafter "Town").

WHEREAS the Village and Town have previously agreed to establish and jointly operate and maintain the Hilton-Parma Recreation & Parks Department (hereinafter the "Department"), for the benefit of the residents of both the Village and the Town, to develop and implement a continuous plan to meet the current and projected recreational needs of both the Village and Town; and

WHEREAS, the Village owns the real property located at 59 Henry Street, Hilton, New York 14468 (hereinafter the "59 Henry Street") which is available to be utilized by the Department for the purpose of maintaining administrative offices, providing services and otherwise in furtherance of its intended purpose; and

WHEREAS, the Town does not own or otherwise have access to real property to be used by the Department for such purposes; and

NOW, THEREFORE, in furtherance of the provisions of New York State General Municipal Law Article 5-G and in consideration of the premises and the mutual promises and understandings contained herein it is agreed as follows:

1) Subject to the terms of this Agreement, the Village agrees to permit the Department to utilize that portion of 59 Henry Street referred to as Room 6A (approximately 857 square feet) for the purpose of maintaining administrative offices, and to utilize such other portions of 59 Henry Street as referenced below (which, together with Room 6A, are hereinafter collectively referred to as the "Premises"), as needed and when made available by the Village upon request as provided for in paragraph 3 hereinafter, for providing services and otherwise in furtherance of its intended purpose:

- Ingham Room
- Gymnasium
- Auditorium (as needed)
- Room 3B
- Room 2A
- Limited use of New Room 1B (for storage purposes only)

2) It is specifically understood that the Department shall not be permitted use of or access to any other portions of 59 Henry Street, specifically the Village Office and the Board Room.

3) With the exception of Room 6A, which shall be specifically designated for its exclusive use, the Department shall be entitled to utilize any other portions of the Premises only upon the prior consent of the Village, which shall liberally provided and which shall be requested and secured by submitting a Building Request Form, in a format provided by the Village, to a designated representative of the Village, in accordance with rules and procedures established and/or modified by the Village from time to time.

4) The Village agrees to maintain the Premises and keep them in good repair. However, the Department shall be responsible for keeping the Premises neat, clean and in good order at all times, specifically including but not limited to those periods of time that the Premises are or have been utilized by the Department. Upon reasonable request from the Department, the Village will provide a custodial services for any recreational programs sponsored by the Department that occur beyond the normal working hours of the Village custodial staff. The Department agrees to reimburse the Village for any reasonable custodian fees incurred at the rate of \$15.00/per hour.

5) The Department shall not make any alterations, additions or improvements in or to any portion of the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

6) The Department shall observe and comply with all requirements of every applicable law, ordinance, order, rule or regulation of any lawful governmental or public body, department, bureau, officer or authority, and with any direction or certificate of occupancy, or the fire underwriters, or of any similarly constituted body, with respect to its use of the Premises.

7) The Town shall indemnify and hold the Village harmless from all claims, damage, liability and expense, including reasonable attorneys' fees, arising out of or in any way connected with the Department's use of the Premises.

8) Throughout the term of this Agreement, the Town will, at its sole cost and expense, maintain comprehensive public liability insurance, in the names of the Village and the Town, with respect to the use of the premises by the Department and with a company approved in advance by the Village. The limits of liability under such insurance shall not be less than One Million and 00/100 Dollars (\$1,000,000.00) for any bodily injury or property damage occurrence. The Town shall provide the Village with the proof of such insurance upon entering into this Agreement, upon any renewal or extension of this Agreement or at any time upon reasonable request by the Village.

Any such policy shall not be cancelled or changed without thirty (30) days prior notice to the Village.

9) This Agreement shall not create any obligation for either municipality for the operation of the Department and/or for any obligations to or responsibilities for its employees or staff.

10) In consideration for this Agreement, the Town shall pay to the Village the amount of One Thousand Five Hundred Fifteen Dollars and 00/100 Dollars (\$1,515.00) per month for 2016, the amount of One Thousand Seven Hundred Eleven Dollars and 95/100 Dollars (\$1,711.95) per month for 2017 and the amount of One Thousand Nine Hundred Thirty-Four Dollars and 50/100 Dollars (\$1,934.50) per month for 2018, to be paid in advance on or before the last day of each month during the term of this Agreement.

11) The Department will be responsible for the entire cost of telephone and Internet service. The Village shall be responsible for all charges for heat, water, gas, electricity, refuse collection.

12) This Agreement shall be for a term of three years following execution. However, either the Village or the Town may cancel and terminate this Agreement, upon no less than 30 days prior written notice to the other, such cancellation which shall be deemed effective as of the first day of the month next following the 30th day following such written notice. It is mutually understood and agreed that this Agreement is not intended to be or considered a lease, and does not create a tenancy or any other rights in the Premise except as are expressly set forth herein.

13) It is hereby acknowledged and agreed that the within Agreement has been approved by a majority vote of the governing body of each municipality which is a party hereto.