

Parma Town Board meeting held on Tuesday, August 18, 2015 at the
Parma Town Hall, 1300 Hilton Parma Corners Road, Hilton, New York

ATTENDANCE

Supervisor	James 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

Library Director Becky Tantillo, Mike Weldon, Carol Kluth, Helen Ives,
Steve Aprilano, Marian Aprilano.

CALL TO ORDER

Supervisor Smith called the meeting to order at 7:07 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.

TOWN CLERK REPORT

The Town Clerk Report and VFW Summary for July have been completed, filed and provided to the Town Board. Financials for the month of July have been completed by the Finance Director, filed, are available for review on the board desk.

An opportunity to reduce our postage costs has come to the attention of the Town Clerk through the Monroe County Town Clerk Tax Receivers and Collectors Association as a result of changes we are going to for school tax processing. IMS is an authorized USPS company which can process our mail at a bulk rate passing the savings on to the Town. The company currently processes mail for the Towns of Brighton, Penfield, Henrietta, Webster and Chili, as well as Wegmans and several colleges. A courier will pick it up daily, sort and barcode at their facility and then deliver to the main Post Office in Henrietta where it will then be routed for delivery. The service can start as early as September 1st. There will be no change in the daily routine for the Town (with the possible exception of elimination our afternoon courier run) and the postage meter will be set to reflect the new rate we will be paying for postage. For a typical first class letter the rates would be:

	Current Rate	Discounted Rate	Savings
Regular rate	\$.49	\$.49	\$.00
Postage Meter Rate	\$.49	\$.485	\$.005
USPS Level 2 - IMS rate to Town	\$.49	\$.439	\$.051

There is no additional charge to the Town. IMS makes their money on the volume of mail they process which is a lower rate than the discounted rate the municipality and businesses are being charged. There is a USPS service form that will need to be signed by the Town. This authorizes the difference between the Level 2 and Level 3 rate to go to IMS. There is no contractual obligation for the Town with IMS; we can end the service at any time. Councilperson Mullen inquired if any of the Town's using the service opened it up for bid. The Clerk will inquire with those that use their service.

REQUEST TO REFUND PAVILION RENTAL

A request was received from the Freeman family for a refund of the Hess Pavilion rental on August 16, 2015 due to the water line failure which affected their party.

RESOLUTION NO. 203-2015 Motion by Supervisor Smith, seconded by Councilperson Comardo, to approve the refund of the \$75 rental fee to Shaun Freeman due to the water line failure on August 16, 2015.

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

HIGHWAY DEPARTMENT REPORT

Supt. Speer reported crews are finishing work on Collamer and Dunbar Road. There was discussion on the process being used to redo the roads this year was different than last year. He noted that crews have been around the Town eight times so far for brush pick up and residents continue to call. He also informed the Town Board of drainage problems on North Avenue, Lighthouse and Huffer Roads after the last rainstorm. It is likely that he will have to contact Chatfield Engineering for solutions.

BUILDING DEPARTMENT REPORT

Mr. Scibetta reported the Building Report for July has been completed. Activity for new house permits has been good this year. The EPA has scheduled an audit for the Town and will be here next Tuesday Wednesday and Thursday. There is a great deal of documentation being requested and the County has been helpful in the preparations. This is a first for the Town and several area entities have already been through the audit.

RECREATION DEPARTMENT REPORT

Mr. Venniro reported the budget report for July looks very good. The appropriate transfers have been made in several lines where needed. The report has payroll through two pay periods ago and do not reflect any August revenue or expenses.

He reported Summer Camp was an absolute success this year with growth in enrollment and very safe conditions (and results). Staff did a wonderful job and he was very pleased with how it all went. There is a two-week Nature Camp following Summer Camp and it is full to capacity after its first year of operation in 2014.

Eagle Scout Maxwell Wagner offered to hold a free two-week swim lessons on the pass two Saturdays in conjunction with the Recreation Department. The program collected roughly 35 participants and was run completely by scouts and volunteers with the assistance of the Hilton School District who graciously allowed use of and opened the facility for the two day program.

Work has begun on the Fall Brochure. It is expected out the First of September. On August 28th, the Summer Send Off will take place with an outdoor movie showing of Big Hero 6, ice cream and music. Attendance is expected to be good.

There was a water main break in the Park over the weekend which has now been repaired. After a rough start to the Spring and Summer, the weather has cooperated to allow us to get all things on schedule including Park, Property and Cemetery Maintenance work. We have completed some necessary projects in the park and the Eagle Scout Gazebo is now standing. In addition to the soccer tournaments there have been several baseball tournaments in the Park that experienced very nice weather and full schedules of games.

The Legion is looking for the replacement of their tree for dedication. They will cut a check back to the Town for the tree.

LIBRARY REPORT

Ms. Tantillo reported she is applying for a NYS Construction Grant for installation of four new HVAC units at the Library. She expects that they will receive half of the total cost in grant funds. After discussing remodeling the bathrooms, Mr. Scibetta was able to offer an alternative by refurbishing the existing rooms. This is less costly and she will be taking this option to the Library Board in early September.

PUBLIC FORUM

Supervisor Smith asked if there was anyone who would like to address the Town board in the open forum.

Marian Aprilano had questions regarding her health insurance as she has not been contacted regarding the cost and wanted to know when this would be coming and how the Town portion would be applied to the insurance premium and the HSA benefit. It was left that Supervisor Smith would follow up on this. She again expressed her displeasure with the termination of her position; how it was done and felt she should have been offered part time work in other departments. It was noted that she was given an application when she came in and asked for it but that it was not submitted.

Steve Aprilano submitted his resignation from the Planning Board effective immediately citing the elimination of his wife's position as the reason.

It was noted by Board members that it appears incorrect assumptions have been made; there had been some bad behavior after the last day of employment, rarely does this kind of thing happen without there being hard feelings and that no matter how someone is informed that a position has been eliminated it is not easily received. After being asked if

Ms. Aprilano had a preference for how the health insurance benefit would be distributed, she opted to make that decision after getting more information.

BUSINESS ITEMS

2015 PROPERTY MAINTENANCE FEES

Mr. Venniro provided the Town Board with a breakdown of what the charges will be for various parts of property maintenance. The Town Board must approve such fees. The labor rates include benefits and an administrative charge has been included. Equipment charges were gathered from several sources including the New York State, Monroe County, previous vendors and other state's rental rates so that we have an accurate numbers for what we should be charging. This formula comes just under what we were paying for a commercial contractor to do the work.

RESOLUTION NO. 204-2015 Motion by Supervisor Smith, seconded by Councilperson Comardo, to approve property maintenance fees at the rates presented:

RATE	PER	DESCRIPTION OF SERVICE
\$39.60	Hour	Park & Maintenance Foreman
\$29.47	Hour	Park & Maintenance Assistant Foreman
\$20.83	Hour	Laborer
\$10.55	Hour	Seasonal Laborer
\$12.00	Hour	Pick-Up Truck
\$12.00	Hour	Flat Bed Trailer
\$24.00	Hour	60" Exmark
\$20.00	Hour	JD2520 4 x 4 Tractor
\$13.00	Hour	Brush Hog
\$6.00	Hour	Push Mower/Weed Eater
\$6.00	Hour	Weed Eater
\$3.15	Gallon	Gasoline
		Total Before Administrative Charge
20%		Administrative Charge
		Total

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

TRANSFERS

RESOLUTION NO. 205-2015 Motion by Supervisor Smith, seconded by Councilperson Mullen, to approve the following transfers:

TRANSFERS

Aug-15

ACCT #	FROM DESCRIPTION	AMT.	ACCT #	TO DESCRIPTION	AMT.	REQUESTED
BO0599990191100	INTERFUND EXPENSE	22,000.00	DBO5031.01	BRUSH REVENUE	22,000.00	SPEER

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

SOLAR PROJECT BID OPENING

Supervisor Smith reported the bids for the solar project were originally scheduled to be

opened on August 4, 2015. He had been contacted by one of the vendors who requested additional time. In order to assure having multiple bids the other vendor(s) were contacted and also felt more time was needed. This resulted in the bids not being opened when received. The supervisor requested a motion by the Board to open the sealed bids on Thursday, August 20, 2015 at 2:00 p.m. *(Clerk notation – upon being informed of the change a revised notice was posted.)*

RESOLUTION NO. 206-2015 Motion by Councilperson Roose, seconded by Councilperson Mullen, to extend the bid opening to August 20, 2015 at 2:00 p.m. at which time the bids will be opened.

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

BUDGET TRANSFERS

RESOLUTION NO. 207-2015 Motion by Supervisor Smith, seconded by Councilperson Comardo, to approve the Budget Transfers as presented.

BUDGET TRANSFERS

Aug-15

ACCT #	FROM DESCRIPTION	AMT.	ACCT #	TO DESCRIPTION	AMT.	REQUESTED
	L UNAPPROPRIATED FUNC	28,709.93				
LOO574741049100	CLEANING SERVICES	10,000.00	LOO574741017000	LABORER	10,000.00	CRUMB
LOO574741042200	EQUIPMENT RENTAL	3,500.00	LOO574741021000	EQUIPMENT	12,061.42	CRUMB
LOO574741044100	RGE	272.93	LOO574741041000	OFFICE SUPPLIES	3,655.49	CRUMB
			LOO574741042600	MECHANICAL REPAIR	13,981.31	CRUMB
			LOO574741043000	EDUCATIONAL	300.00	CRUMB
			LOO574741048000	MISC	272.93	CRUMB
			LOO574741049000	BOOKS	879.09	CRUMB
			LOO574741049200	VAP	1,332.62	CRUMB
AOO570731011002	BATON STAFF	325.00	AOO570731048832	RUNNING YOUTH	267.00	VENNIRO
AOO570702041000	OFFICE SUPPLIES	308.00	AOO570731049132	SOCCER CAMP BOYS/GIRLS	6,000.00	VENNIRO
AOO570702043100	BOOKS	100.00	AOO570731049542	THEATER EXPENSE	3,025.00	VENNIRO
AOO570702048000	MISC EXPENSES	205.00	AOO570731049732	BASKETBALL CAMP	1,117.00	VENNIRO
AOO570731048902	YOGA	1,875.00	AOO570731049832	TENNIS EXPENSE	225.00	VENNIRO
AOO570731048932	FOOTBALL	975.00	AOO570731049842	OTHER EXPENSE	2,745.00	VENNIRO
AOO570731049032	SWIM CAMP	800.00	AOO570731549003	BASEBALL EXPENSE	187.00	VENNIRO
AOO570731049232	BASEBALL CAMP	3,090.00	AOO570731049103	SOFTBALL TEAM	185.00	VENNIRO
AOO570731049332	SOFTBALL CAMP	575.00	AOO570731049704	SR FITNESS	210.00	VENNIRO
AOO570731049402	PRESCCHOOL	665.00	AOO57076204905	AEROBIC FEES	259.00	VENNIRO
AOO570731049432	VOLLEYBALL CAMP	171.00				
AOO570731049532	GYMNASTICS	900.00				
AOO570731049602	SCIENCE	481.00				
AOO570731049632	CHEERLEADING	475.00				
AOO570731549203	TBALL	121.00				
AOO570731549503	FLOOR HOCKEY	800.00				
AOO570731549703	YOUTH LACROSSE	42.00				
AOO570731048004	MISC EXPENSES	177.00				
AOO570761049604	SR OTHER	382.00				
AOO570762049605	T SHIRTS	953.00				
AOO570762049905	SWIMMING ADULT	200.00				
AOO570798943006	EDUCATIONAL	500.00				
AOO570798948006	MISC EXPENSES	100.00				
AOO571711016000	LABORER/GATES	1,000.00	AOO571711046000	CONTRACTED SERVICES	4,989.00	VENNIRO
AOO571711018000	LABORER	2,500.00	AOO571711049000	PARK IMPROVEMENTS	411.00	VENNIRO
AOO570702045000	PERSONAL CAR	500.00				
AOO570731040102	ICE SKATING	400.00				
AOO570731046022	CONTRACTUAL HSC USAG	1,000.00				
		62,102.86			62,102.86	

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

MONROE COUNTY PUBLIC SCHOOLS ATHLETIC CONFERENCE (MCPSAC)
CROSS COUNTRY MEET USAGE AGREEMENT

RESOLUTION NO. 208-2015 Motion by Supervisor Smith, seconded by Councilperson Brown, to authorize the Supervisor to enter into a field usage agreement with Monroe County Public Schools Athletic Conference for 2015.

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

See Schedule A at end of minutes

PRIVATE/PAROCHIAL LEAGUE
CROSS COUNTRY MEET USAGE AGREEMENT

RESOLUTION NO. 209-2015 Motion by Councilperson Roose, seconded by Councilperson Brown, to authorize the Supervisor to enter into an agreement to use the Parma Town Park with the Private/Parochial League for 2015.

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

See Schedule B for copy at end of minutes

MISCELLANEOUS

RESOLUTION AND DECLARATION OF OFFICIAL INTENT
1st NIAGARA LEASE AGREEMENT - MINI-EXCAVATOR

RESOLUTION NO. 210-2015 Motion by Councilperson Mullen, seconded by Councilperson Brown,

Lessee: Town of Parma

Principal Amount Expected To Be Financed: \$107,686.00

WHEREAS, the above Lessee is a political subdivision of the state in which Lessee is located (the "State") and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interests in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines the execution of one or more lease-purchase agreements ("Equipment Leases") in the principal amount not exceeding the amount stated above ("Principal Amount") for the purpose of acquiring the property generally described below ("Property") and to be described more specifically in

the Equipment Leases is appropriate and necessary to the functions and operations of the Lessee.

Brief Description of Property:

Volvo ECR88D Compact Excavator, including all attachments and accessories

WHEREAS, First Niagara Leasing, Inc. ("Lessor") is expected to act as the Lessor under the Equipment Leases.

WHEREAS, the Lessee may pay certain capital expenditures in connection with the property prior to its receipt of proceeds of the Equipment Leases ("Lease Purchase Proceeds") for such expenditures and such expenditures are not expected to exceed the Principal Amount.

WHEREAS, the U.S. Treasury Department regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital and the Lessee shall hereby declare its official intent to be reimbursed for any capital expenditures for Property from the Lease Purchase Proceeds.

NOW, THEREFORE, Be It Resolved by the Governing Body of the Lessee:

Section 1. The Lessee hereby determines that it has critically evaluated the financing alternatives available to it pursuant to 2 NYCRR Section 39.2 and that entering into the Equipment Leases and financing the acquisition of the Property thereby is in the best interests of the Lessee. Such evaluation shall be available as a public record. The specific reason for such determination is that entering into such Equipment Leases results in a lower overall cost to the Lessee. Execution of the Equipment Leases will not cause the Lessee to be in violation of the limits contained in paragraph c of subdivision 6 of Section 109-b of the General Municipal Law.

Section 2. The Lessee is hereby authorized to acquire and install the Property (the "Project") and is hereby authorized to finance the Project by entering into the Equipment Leases. Any action taken by the Lessee in connection therewith is hereby ratified and confirmed.

Section 3. Either one of the Supervisor OR the Deputy Supervisor (each an "Authorized Representative") acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver one or more Equipment Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Equipment Lease (including, but not limited to, escrow agreements) as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Equipment Leases are hereby authorized.

Section 4. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of

the Lessee to execute and deliver agreements and documents relating to the Equipment Leases on behalf of the Lessee.

Section 5. The aggregate original principal amount of the Equipment Leases shall not exceed the Principal Amount and shall bear interest as set forth in the Equipment Leases and the Equipment Leases shall contain such options to purchase by the Lessee as set forth therein.

Section 6. The Lessee's obligations under the Equipment Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Equipment Lease and the Lessee's obligations under the Equipment Leases shall not constitute general obligations of the lessee or indebtedness under the Constitution or laws of the State.

Section 7. It is hereby determined that the purpose of the Project is an object or purpose described in subdivision 32 of paragraph (a) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of said purpose is (5)years.

Section 8. It is hereby determined the term of the Equipment Leases authorized by this resolution will not be in excess of (5) years.

Section 9. The Governmental Body has determined that the Project is a Type II action that will not have a significant effect on the environment and, therefore, no other determination or procedures Linder the State Environmental Quality Review Act ("SEQR") is required.

Section 10. The Governing Body of Lessee anticipates that the Lessee may pay certain capital expenditures in connection with the Property prior to the receipt of the Lease Purchase Proceeds for the Property. The Governing Body of Lessee hereby declares the Lessee's official intent to use the Lease Purchase Proceeds to reimburse itself for Property expenditures. This section of the Resolution is adopted by the Governing Body of Lessee for the purpose of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. This section of the Resolution does not bind the Lessee to make any expenditure, incur any indebtedness, or proceed with the purchase of the Property.

Section 11. BANK QUALIFIED: LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE, THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALLIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDER YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDER YEAR WILL NOT EXCEED\$10,000,000.

Section 12. The Authorized Representative is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the Equipment Leases authorized by this resolution as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code.

Section 13. This resolution is not subject to any mandatory or permissive referendum pursuant to the Local Finance Law or Section 109-b of the General Municipal Law.

Section 14. This Resolution shall take effect immediately upon its adoption and approval.

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

INFORMATIONAL ITEMS

STOP SIGN REQUEST

Supervisor Smith reported there has been a request for a stop sign at the corner of Trimmer and Pine Hill Road because of excessive speed. It was noted both are County roads. Options were discussed and it was noted by Supt. Speer that there are not a lot of things the Town can do. It was noted stop signs are not usually used for this purpose, there is not a lot of visibility, the Sheriff's Department has been asked to patrol more often and Supt. Speer will contact Terry Rice at Monroe County Department of Transportation to see what they will consider.

COUNTRY VILLAGE LANE – CHILDREN AT PLAY SIGN

A resident in the neighborhood has requested a Children at Play Sign in hopes that it would slow traffic down in the neighborhood. A similar sign was placed by the Highway Department but resulted in complaints from another resident. There was discussion on the area speed limit and its enforceability since the road is not yet dedicated. Superintendent Speer will make a list of where Town signs are so an updated list is available and we can confirm the appropriate legislation is in place.

DISPOSAL OF FIXED ASSETS – BUILDING DEPARTMENT

The Code Enforcement/Dog Control 2011 Silverado is now off warranty and near its peak resale value. The Town has received a tentative offer from another municipality for this vehicle and would like to replace it off of state bid. After discussion it was decided to declare the truck as surplus, authorize the Building and Development Coordinator to gather information for the purchase of a replacement truck and to declare the 2007 Malibu as surplus equipment.

DECLARATION OF SURPLUS EQUIPMENT - 2011 SILVERADO TRUCK

RESOLUTION NO. 211-2015 Motion by Supervisor Smith, seconded by Councilperson Roose, to declare the 2011 Silverado Truck used by Code Enforcement/Dog Control as surplus equipment subject to future disposal.

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

AUTHORIZATION TO GATHER INFORMATION FOR THE PURCHASE OF A REPLACEMENT TRUCK

RESOLUTION NO. 212-2015 Motion by Supervisor Smith, seconded by Councilperson Comardo, to authorize the Building and Development Coordinator to gather information regarding state bids for the purchase of a replacement truck for Code Enforcement and Dog Control.

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

DECLARATION OF SURPLUS EQUIPMENT – 2007 MALIBU

RESOLUTION NO. 213-2015 Motion by Supervisor Smith, seconded by Councilperson Brown, to declare the 2007 Malibu as surplus equipment used by Building Department and establish a minimum bid threshold of \$5,500.

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

INFORMATIONAL ITEMS

MISCELLANEOUS

Supervisor Smith reported he met with the Mayor and Village Clerk to discuss Recreation Department rent; proposed changes for use of space in the Community Center and the contribution made for utilities for the Food Shelf. The proposal for the budget would include a \$1,000 decrease in the Recreation rent, from \$16,000 to \$15,000; an increase from \$1,000 to \$4,000 for utilities at the Food Shelf to come from the B Fund; and to have a commitment over a five year span of 10% for Recreation Department rental of space. The rent increase will bring us closer in line but still lower than the rates current tenants are paying. There was discussion on residency of who uses the food shelf, the amount of space that is used by the Town and is it comparable to other office space. Based on what was already proposed for the 2016 budget, this will be \$1,000 more and \$2,000 over what was budgeted for in 2015.

LIAISON REPORTS

**Councilperson Brown reported there were no meetings of the Conservation or Planning Boards. She did attend the Greece Chamber of Commerce meeting where the 2014 Plan for Lake Levels was discussed. There were not a lot of changes made to the Plan. The Chamber will be sending a delegation to Washington as that will be where the final decision is to be made.

**Councilperson Comardo reported the Farmland and Open Space Committee meeting was cancelled. It now looks like the Farmland Preservation Grant money will not be available until next spring. We will be well positioned at that time. There will be a Hojack Trail meeting on September 17, 2015. The Drug Coalition met and representatives from DePaul and the Livingston County group are mentoring with them.

**Councilperson Roose reported he had not received anything for Code Enforcement and Dog Control. Mr. Scibetta asked that he contact Mr. Fritz as there have been several issues in that department; perhaps he did not receive the information.

**Councilperson Mullen reported he has worked with Chris Moore at Highway on use of Pictometry. Concern was expressed regarding dumping at a brownfield site within the Town and that notice be given that must cease as they do not have a permit on file.

The Zoning Board tabled one matter as the applicant had not provided the correct information and an application was withdrawn for Lighthouse Road where a setback error with the placement of a structure over a property line. There was no sense to come in for a variance that could not be approved.

WARRANT

RESOLUTION NO. 214-2015 Motion by Councilperson Brown, seconded by Councilperson Comardo, to approve payment of AOO General Fund bills, in the amount of \$102,121.39.

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

RESOLUTION NO. 215-2015 Motion by Councilperson Comardo, seconded by Councilperson Roose, to approve payment of BOO Part Town Fund bills, in the amount of \$1,356.01.

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

RESOLUTION NO. 216-2015 Motion by Councilperson Roose, seconded by Councilperson Mullen, to approve payment of DAO Highway, Townwide Fund bills, in the amount of \$3,457.42.

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

RESOLUTION NO. 217-2015 Motion by Councilperson Mullen, seconded by Councilperson Brown, to approve payment of DBO Highway, Part Town Fund bills, in the amount of \$201,611.37.

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

RESOLUTION NO. 218-2015 Motion by Councilperson Brown, seconded by Councilperson Comardo, to approve payment of SDO, Townwide Drainage Fund bills, in the amount of \$2,769.07.

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

RESOLUTION NO. 219-2015 Motion by Councilperson Comardo, seconded by Councilperson Roose, to approve payment of TAO Trust & Agency Fund bills, in the amount of \$711.72.

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

The total to be paid is \$312,026.98.

There was no further business before the Town Board, Councilperson Comardo made a motion to adjourn the meeting at 9:15 p.m., seconded by Councilperson Brown and all were in favor.

Respectfully submitted,

Donna K. Curry
Parma Town Clerk

SCHEDULE A

AGREEMENT FOR USE OF PARMA PARK TRAILS FOR MONROE COUNTY PUBLIC SCHOOL ATHLETIC CONFERENCE, INC. CROSS COUNTRY MEETS

This agreement, entered into on August 18, 2015 by and between the TOWN OF PARMA, 1300 Hilton Parma Road, Hilton, New York, hereinafter referred to as the "TOWN" and the MONROE COUNTY PUBLIC SCHOOL ATHLETIC CONFERENCE, INC., hereinafter referred to as the "MCPSAC":

WHEREAS, the TOWN and the MCPSAC desire to promote the positive emotional and physical development and enrichment of the youth of the Parma community by supporting and providing quality facilities for cross country running within the Town of Parma;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. The term of this agreement shall be one year commencing on August 18, 2015 and terminating on December 31, 2015.
2. The TOWN hereby permits the use of a select area at the Parma Town Park by the MCPSAC during three County Cross Country Meets on the following dates; Monday, September 21, Thursday, September 24 and Saturday, October 31, 2015.
3. The TOWN shall determine the suitability of the area for use. If weather and/or area conditions result in a modification to such dates, the TOWN shall notify the MCPSAC as soon as possible in writing via e-mail. If the TOWN determines that any area(s) is(are) unsuitable for use for the meets, the TOWN shall notify the

MCPSAC as soon as possible via e-mail no less than three days in advance of a meet.

4. The TOWN shall be responsible for and assume the costs for routine maintenance of the area, including but not limited to mowing the grass, trail maintenance and other field work as needed to make the area ready for use. The MCPSAC shall pay to the TOWN \$450.00 annually as a contribution toward routine maintenance, to be paid by October 1 of each year. The TOWN shall submit to the MCPSAC an invoice for such payment due. Representatives from the MCPSAC and from the TOWN shall jointly inspect the area before and after the race for wear and tear or damage, and the MCPSAC shall pay the TOWN for repair of such extraordinary wear and tear or damage. The amount to be paid shall be approved by both the TOWN and the MCPSAC; if the parties cannot agree on the amount to be paid, and then it shall be determined by a neutral third party mediator.
5. The MCPSAC agrees to pay a fee of \$300.00 for the use of all four Park Pavilions for the October 31 date to ensure sufficient parking and avoid conflicts with other parties, to be paid by October 1.
6. The MCPSAC shall assist with litter pickup of the area during and after the meets.
7. The MCPSAC agrees to reimburse the TOWN for the cost of any park septic system pumping needed during the meets, and the TOWN shall submit to the MCPSAC an invoice for said pumping. The Town may have septic tanks pumped in advance of the tournament and based on levels have them pumped shortly after the tournament. Based on the past, the septic pumping could cost anywhere between \$400-\$1,500.
8. The MCPSAC shall submit written requests for use of TOWN equipment or other services for the tournament at least 30 days prior to the date of said meets, and the MCPSAC shall ensure that all necessary forms or paperwork is completed, signed, and filed with the TOWN prior to the commencement of said tournament.
9. The MCPSAC shall submit any proposals for area improvements to the TOWN by December 1 of each year, which will address safety issues, short and long term needs, priorities and necessary resources to be provided by the TOWN and/or the

MCPSAC. These projects are to be submitted to the Town Board and are subject to review and approval by the Town Supervisor, Park Director, Park Foreman, and Town Board; and they are to be within the funding level as approved by the Town Board. The MCPSAC shall assist in funding within its means at a dollar amount that is mutually agreed upon in writing by both the TOWN and the MCPSAC.

10. The schools that participate within the MCPSAC shall agree to carry at all times liability insurance, naming the TOWN as an additional insured and applying to all uses of the park areas used by the schools within the MCPSAC under this agreement, in an amount at least equal to the town's minimum standards of insurance for each occurrence of bodily injury and property damage. The TOWN shall notify the MCPSAC in writing what such standards are, and the schools within the MCPSAC shall file a copy of their insurance certificate with the TOWN each year, as soon as it becomes available. Requirements are as follows, the certificate must:

- Indicate the date of the event or a date range which includes the date of the event.
- Indicate a General Liability amount of \$1,000,000 for each occurrence.
- Certificate Holder must state Town of Parma.
- Town of Parma must be listed as additionally insured or indicate that the certificate holder is additionally insured.

11. On site food preparation during the MCPSAC meets: If the MCPSAC sells food to be cooked on site they will need an individual with a County Level 2 Food Worker certificate. A copy of this certificate should be presented to the Town Clerk prior to the Tournament. If the MCPSAC intends to have a contract vendor provide prepared foods, this vendor should provide the Town Clerk with proof of insurance and a copy of a Level 2 Food Worker certificate and insurance that lists the Town of Parma as additionally insured. It is the MCPSAC's responsibility that all vendors they may bring on site are properly insured and will agree to hold the Town harmless.

Special Events- events on Town property where food will be provided or sold

The following paperwork is requested to be on file 30 days before the event:

- a. **Temporary food vendor Permit**-issued by the Monroe County Dept. of Public Health
 - b. A **Level 2 Food Worker** is being provided. A copy of this individual's certificate and a statement signed by this person that they will be present during all operating times for food concessions.
12. The MCPSAC agrees to abide by all regulations set forth in the Town Park ordinances and any other reasonable rules or regulations which the TOWN may prescribe from time to time. The MCPSAC shall provide written reports of all incidents and/or accidents associated with the fields to the Town Supervisor within 48 hours of such incidents and/or accidents. Prior to the commencement of the season, the MCPSAC shall submit to the TOWN a safety plan for any emergencies and written guidelines for appropriate codes of conduct exhibited by any participant, guest, agent, employee, or invitee of the MCPSAC while on Town Park property.
13. To the fullest extent permitted by law, the schools that participate within the MCPSAC and any contract vendors the schools that participate within the MCPSAC uses shall indemnify and hold harmless, and defend the TOWN and its agents, employees, volunteers, and elected officials from and against all claims, or actions based upon property damage, personal injury resulting from any acts, omissions, or any other matter whatsoever of the schools that participate within the MCPSAC, its members, guests, and invitees, and anyone directly or indirectly employed by the schools that participate within the MCPSAC while on the premises of the Parma Town Park. This agreement shall include indemnity to the TOWN for all costs, counsel fees, expenses, or any other liability whatsoever, which may be incurred by the TOWN as the result of the use of the Parma Town Park.

SCHEDULE B

**AGREEMENT FOR USE OF PARMA PARK TRAILS FOR
THE PRIVATE/PAROCHIAL LEAGUE CROSS COUNTRY
MEET**

This agreement, entered into on August 18, 2015 by and between the TOWN OF PARMA, 1300 Hilton Parma Road, Hilton, New York, hereinafter referred to as the "TOWN" and the PRIVATE/PAROCHIAL LEAGUE, hereinafter referred to as the "PRIVATE/PAROCHIAL LEAGUE":

WHEREAS, the TOWN and the PRIVATE/PAROCHIAL LEAGUE desire to promote the positive emotional and physical development and enrichment of the youth of the Parma community by supporting and providing quality facilities for cross country running within the Town of Parma;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. The term of this agreement shall be one year commencing on August 18, 2015 and terminating on December 31, 2015.
2. The TOWN hereby permits the use of a select area at the Parma Town Park by the PRIVATE/PAROCHIAL LEAGUE during their County Cross Country Meet on the date of Tuesday, October 6, 2015.
3. The TOWN shall determine the suitability of the area for use. If weather and/or area conditions result in a modification to such dates, the TOWN shall notify the PRIVATE/PAROCHIAL LEAGUE as soon as possible in writing via e-mail. If the TOWN determines that any area(s) is(are) unsuitable for use for the meets, the TOWN shall notify the PRIVATE/PAROCHIAL LEAGUE as soon as possible via e-mail no less than three days in advance of a meet.
4. The TOWN shall be responsible for and assume the costs for routine maintenance of the area, including but not limited to mowing the grass, trail maintenance and other field work as needed to make the area ready for use. The PRIVATE/PAROCHIAL LEAGUE shall pay to the TOWN \$150.00 annually as a contribution toward routine maintenance, to be paid by October 1 of each year. The TOWN shall submit to the PRIVATE/PAROCHIAL LEAGUE an invoice for

such payment due. Representatives from the PRIVATE/PAROCHIAL LEAGUE and from the TOWN shall jointly inspect the area before and after the race for wear and tear or damage, and the PRIVATE/PAROCHIAL LEAGUE shall pay the TOWN for repair of such extraordinary wear and tear or damage. The amount to be paid shall be approved by both the TOWN and the PRIVATE/PAROCHIAL LEAGUE; if the parties cannot agree on the amount to be paid, and then it shall be determined by a neutral third party mediator.

5. The PRIVATE/PAROCHIAL LEAGUE agrees to pay a fee of \$75.00 for the use of Lions Pavilion on the October 6 date to ensure sufficient parking and avoid conflicts with other parties, to be paid by October 1.
6. The PRIVATE/PAROCHIAL LEAGUE shall assist with litter pickup of the area during and after the meets.
7. The PRIVATE/PAROCHIAL LEAGUE agrees to reimburse the TOWN for the cost of any park septic system pumping needed during the meets, and the TOWN shall submit to the PRIVATE/PAROCHIAL LEAGUE an invoice for said pumping. The Town may have septic tanks pumped in advance of the tournament and based on levels have them pumped shortly after the tournament. Based on the past, the septic pumping could cost anywhere between \$400-\$1,500.
8. The PRIVATE/PAROCHIAL LEAGUE shall submit written requests for use of TOWN equipment or other services for the tournament at least 30 days prior to the date of said meets, and the PRIVATE/PAROCHIAL LEAGUE shall ensure that all necessary forms or paperwork is completed, signed, and filed with the TOWN prior to the commencement of said tournament.
9. The PRIVATE/PAROCHIAL LEAGUE shall submit any proposals for area improvements to the TOWN by December 1 of each year, which will address safety issues, short and long term needs, priorities and necessary resources to be provided by the TOWN and/or the PRIVATE/PAROCHIAL LEAGUE. These projects are to be submitted to the Town Board and are subject to review and approval by the Town Supervisor, Park Director, Park Foreman, and Town Board; and they are to be within the funding level as approved by the Town Board. The

PRIVATE/PAROCHIAL LEAGUE shall assist in funding within its means at a dollar amount that is mutually agreed upon in writing by both the TOWN and the PRIVATE/PAROCHIAL LEAGUE.

10. The schools that participate within the PRIVATE/PAROCHIAL LEAGUE shall agree to carry at all times liability insurance, naming the TOWN as an additional insured and applying to all uses of the park areas used by the schools within the PRIVATE/PAROCHIAL LEAGUE under this agreement, in an amount at least equal to the town's minimum standards of insurance for each occurrence of bodily injury and property damage. The TOWN shall notify the PRIVATE/PAROCHIAL LEAGUE in writing what such standards are, and the schools within the PRIVATE/PAROCHIAL LEAGUE shall file a copy of their insurance certificate with the TOWN each year, as soon as it becomes available. Requirements are as follows, the certificate must:

- Indicate the date of the event or a date range which includes the date of the event.
- Indicate a General Liability amount of \$1,000,000 for each occurrence.
- Certificate Holder must state Town of Parma.
- Town of Parma must be listed as additionally insured or indicate that the certificate holder is additionally insured.

11. On site food preparation during the PRIVATE/PAROCHIAL LEAGUE meets: If the PRIVATE/PAROCHIAL LEAGUE sells food to be cooked on site they will need an individual with a County Level 2 Food Worker certificate. A copy of this certificate should be presented to the Town Clerk prior to the Tournament. If the PRIVATE/PAROCHIAL LEAGUE intends to have a contract vendor provide prepared foods, this vendor should provide the Town Clerk with proof of insurance and a copy of a Level 2 Food Worker certificate and insurance that lists the Town of Parma as additionally insured. It is the PRIVATE/PAROCHIAL LEAGUE's responsibility that all vendors they may bring on site are properly insured and will agree to hold the Town harmless.

Special Events- events on Town property where food will be provided or sold

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12. The PRIVATE/PAROCHIAL LEAGUE agrees to abide by all regulations set forth in the Town Park ordinances and any other reasonable rules or regulations which the TOWN may prescribe from time to time. The PRIVATE/PAROCHIAL LEAGUE shall provide written reports of all incidents and/or accidents associated with the fields to the Town Supervisor within 48 hours of such incidents and/or accidents. Prior to the commencement of the season, the PRIVATE/PAROCHIAL LEAGUE shall submit to the TOWN a safety plan for any emergencies and written guidelines for appropriate codes of conduct exhibited by any participant, guest, agent, employee, or invitee of the PRIVATE/PAROCHIAL LEAGUE while on Town Park property.
13. To the fullest extent permitted by law, the schools that participate within the PRIVATE/PAROCHIAL LEAGUE and any contract vendors the schools that participate within the PRIVATE/PAROCHIAL LEAGUE uses shall indemnify and hold harmless, and defend the TOWN and its agents, employees, volunteers, and elected officials from and against all claims, or actions based upon property damage, personal injury resulting from any acts, omissions, or any other matter whatsoever of the schools that participate within the PRIVATE/PAROCHIAL LEAGUE, its members, guests, and invitees, and anyone directly or indirectly employed by the schools that participate within the PRIVATE/PAROCHIAL LEAGUE while on the premises of the Parma Town Park. This agreement shall include indemnity to the TOWN for all costs, counsel fees, expenses, or any other liability whatsoever, which may be incurred by the TOWN as the result of the use of the Parma Town Park.