

# TOWN OF PARMA

1300 Hilton-Parma Road  
P.O. Box 728  
Hilton, New York 14468  
(585) 392-9461  
Fax (585) 392-6659

TOWN BOARD MEETING  
January 20, 2015  
7:00 P.M.

JAMES SMITH  
*Supervisor*

GARY COMARDO  
*Councilperson*

JAMES ROOSE  
*Councilperson*

TINA BROWN  
*Councilperson*

KYLE MULLEN  
*Councilperson*

This Meeting Will Be Recorded By the Town Clerk  
Pledge of Allegiance  
Moment of Silence  
Emergency Exit Instructions  
Roll Call

Minutes of January 6, 2015 Town Board Meeting  
Town Clerk Report  
Highway Superintendent Report  
Building Inspector Report  
Parks and Recreation Director Report  
Miscellaneous Report

:  
PUBLIC FORUM:           1. The Nature Conservancy Presentation-Flood Smart Communities  
                                  2. Any Citizen may Address the Town Board About Their Concerns

BUSINESS ITEMS:  
                                  1. 2015 Dog Kennel Lease / Intermunicipal Agreement  
                                  2. Food Shelf Resolution  
                                  3. GFOA Conference  
                                  4. HGAC –Houston Galveston Area Council  
                                  5. Tag Along Trailer – Highway  
                                  6. Paul Zarpentine-Retirement  
                                  7. Miscellaneous

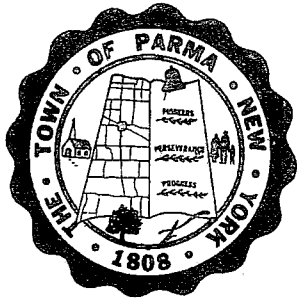
INFORMATIONAL ITEMS:  
                                  1. Miscellaneous

LIAISON REPORTS:

WARRANTS:   General Funds (AOO)   Part Town (BOO)   Highway Town Wide (DAO)  
                  Highway Part Town (DBO)   Town Wide Drainage (SDO)   North Ave. Sewers (SO2)  
                                  West Ave Sewers (S13)           Trust and Agency (TAO)

ADJOURNMENT:

“This institution is an equal opportunity provider, and employer. To file a complaint of discrimination, write: USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D. C. 20250-9410 or call: (866) 632-9992 (voice) or (800) 877-8339 (TDD)”



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JANUARY 7, 2015

TO: PARMA TOWN BOARD  
FROM: ARTHUR J. FRITZ JR.  
DOG CONTROL OFFICER  
RE: 2015 DOG KENNEL LEASE

Attached is a copy of the 2015 Dog Kennel lease agreement with the Town of Hamlin. There has been an addition to the contract, # 5, allowing the Town of Parma residents to surrender dogs to Hamlin, at no charge to the Town of Parma. The Town of Hamlin has asked that this be added to the lease agreement. The Hamlin Dog Control Officer has helped out a few of our residents by taking in their dogs for adoption. The State Department of Agricultural and Markets has put Hamlin on warning for not having the proposed amendment in our lease agreement.

The second change to the lease are the dates. In an effort to have the lease approved at the organizational meeting the start date for the lease is January 20, 2015 to January 20, 2016. This way we will not have a lapse in the lease while setting up the organizational meeting for the New Year

The Town of Hamlin has not approved this new lease agreement I wanted Parma to review and possibly make amendments and approve the lease agreement before we send it to Hamlin for their approval.

I will be at the January 20, 2015 Town Board Meeting in case you have questions, or you can contact me anytime before the meeting.

CC: FILE

## LEASE AGREEMENT FOR KENNEL FACILITIES

LEASE AGREEMENT, made this 20<sup>th</sup> day of January 20, 2015 by and between the TOWN OF PARMA, a municipal corporation in the State of New York, having its office and principal place of business at 1300 Hilton Parma Corners Road, Town of Parma, Monroe County, New York, hereinafter referred to as "Lessee", and

TOWN OF HAMLIN, having an office and principal place of business at 1658 Lake Road, Hamlin, New York 14464, in the Town of Hamlin, County of Monroe and State of New York, hereinafter referred to as "Lessor".

### WITNESSETH:

WHEREAS, Lessor owns and operates boarding kennel facilities for stray dogs known as Town of Hamlin Boarding Facilities, located at 80 Railroad Avenue, in the Town of Hamlin, County of Monroe and State of New York and

WHEREAS, Lessee desires to rent kennel facilities so that it may maintain a pound or shelter for dogs pursuant to Section 115 of the Agriculture and Markets Law of the State of New York.

### THE PARTIES AGREE AS FOLLOWS:

1. Lessor hereby leases to Lessee, for Lessee's exclusive use, two dog kennels at Town of Hamlin Boarding Facilities.
2. Lessee, Town of Parma Dog Control Officer will use the leased facilities to provide and maintain a shelter or pound for all dogs seized by the Town of Parma in accordance with the provisions of section 115 of the Agriculture and Markets Law.
3. Lessee, Town of Parma Dog Control Officer shall have access to the leased facilities at all times to deliver and pick up seized dogs or redeem previously seized dogs. Lessee, Town of Parma Dog Control Officer in its use of facilities, agrees to adhere to the practices and policies of the Lessor.
4. Lessor shall provide a competent employee to care for the dogs in the leased facilities and shall provide food and water for such animals. Lessor agrees to provide all insurances, maintenance and repair as may be necessary, and shall keep the leased facilities in a clean condition.
5. Residents of lessor, Town of Parma, may surrender dogs to lessee, Town of Hamlin, at no cost to the lessor.
6. The parties agree to comply with all provisions of Article 7 of the Agriculture and Markets Law and with any rules and regulations promulgated pursuant thereto in relation to seizure, holding care and redemption of dogs.

7. The Town of Parma will be responsible for collecting all kenneling fees prior to the dog's release to the dog owner as well as providing a release form to the dog owner so they may redeem their dog from the Town of Hamlin.
8. The Town of Hamlin will be responsible for collecting all fees for veterinary costs, adoption, spayed and neutered fees from the dog owner.
9. If the dog is not adopted or cannot be placed in a foster home after the hold period, the Town of Hamlin will take the dog to Lollypop Farm. There will be a \$35.00 charge for transporting the dog to Lollypop Farm. The Town of Parma will be responsible for the admittance fee to Lollypop Farm.
10. Lessor agrees to provide to Lessee a monthly report of the number of "dog days" used by lessee during the preceding month. A "dog day" is defined as the use of one kennel by one dog for one day (e.g., one dog held in one kennel for three days equals three "dog days").
11. Lessee shall pay to Lessor the sum of \$2,000.00 in two payments, \$1,000.00 upon the signing of this contract, and the final payment of \$1,000.00 shall be payable on or about July 1, 2015 by voucher submitted to the Parma Town Board of the Lessee.
12. This agreement shall commence on the 20th day of January 20, 2015 and shall continue through the 20<sup>th</sup> day of January 2016.
13. This agreement may be terminated by either party upon thirty days written notice to the other party, with monies due or overpaid prorated on a monthly basis to the termination date.

IN WITNESS WHEREOF, the parties have executed this agreement the day and date for above written.

WITNESS:

\_\_\_\_\_

TOWN OF PARMA

By: \_\_\_\_\_

James Smith  
Town Supervisor

WITNESS:

\_\_\_\_\_

TOWN OF HAMLIN

By: \_\_\_\_\_

Eric Peters  
Town Supervisor

## INTERMUNICIPAL AGREEMENT

This Agreement, entered into by and between the Town of Parma, 1300 Hilton Parma Corners Road, Hilton, New York 14468 (hereinafter "Parma"), and the Town of Hamlin, 1658 Lake Road, Hamlin, New York 14464 (hereinafter "Hamlin").

WHEREAS, the parties, pursuant to General Municipal Law Section 119-o, are authorized to enter into joint municipal agreements to share in their municipal obligations, and

WHEREAS, from time to time, Parma and Hamlin are in need of dog control services on an emergency basis and/or at such times as Parma or Hamlin personnel are unavailable; and

WHEREAS, Parma and Hamlin employ qualified personnel who are capable of providing such services on behalf of Parma and Hamlin on an emergency and/or as-needed basis; and

WHEREAS, Parma has determined it to be in the best interests of the residents of the Town of Parma for Hamlin personnel to provide such services on behalf of the Town of Parma on an emergency and/or as-needed basis; and

WHEREAS, Hamlin has determined it to be in the best interests of the residents of the Town of Hamlin for Parma personnel to provide such services on behalf of the Town of Hamlin on an emergency and/or as-needed basis

NOW THEREFORE, in furtherance of the provisions of the New York State General Municipal Law Section 5-G and in consideration of the premises and the mutual promises and understandings contained herein, it is hereby agreed by and between the Town of Parma and the Town of Hamlin as follows:

- 1) Parma agrees to provide Hamlin with qualified personnel to perform dog control services, upon request, on an emergency or as-needed basis as is mutually agreed upon by the parties in accordance with the provisions of this Agreement.
- 2) Hamlin agrees to provide Parma with qualified personnel to perform dog control services, upon request, on an emergency or as-needed basis as is mutually agreed upon by the parties in accordance with the provisions of this Agreement.
- 3) Any request from Parma to Hamlin for such services shall be made by the Dog

Control Officer of the Town of Parma to the Dog Control Officer of the Town of Hamlin during normal business hours or by notifying the Monroe County 911 center during off hours.

4) Any request from Hamlin to Parma for such services shall be made by the Dog Control Officer of the Town of Hamlin to the Dog Control Officer of the Town of Parma during normal business hours or by notifying the Monroe County 911 center during off hours.

5) Whenever possible, any such request shall be made in writing, either by correspondence, facsimile transmission or email transmission. However, should circumstances necessitate a verbal request to be made, such request shall be confirmed by Parma or Hamlin, in writing, within Twenty-Four (24) hours following the request or, if such request is made on a weekend or holiday, on the next business day following the request.

6) Notwithstanding the foregoing, Parma and Hamlin shall not be responsible for providing such services to each other pursuant to this Agreement if such Parma or Hamlin personnel are unavailable. However, in that event, Parma and Hamlin shall provide such services as soon as reasonably possible.

7) Any Parma or Hamlin personnel who shall provide services for the benefit of Parma or Hamlin pursuant to this Agreement shall at all times be in accordance with any applicable rules and regulations of the State of New York and shall not be inconsistent with the policies or practices employed by Parma or Hamlin.

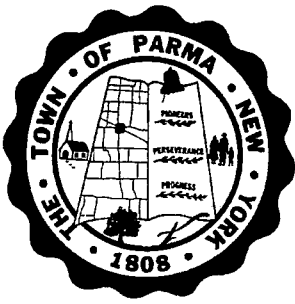
8) Parma shall be liable for any negligent or intentional acts resulting from the services provided to Hamlin. In the event damages are caused as a result of directions given by Hamlin, then Parma shall be held harmless by Hamlin. Except as a result of the negligent or intentional actions of Parma personnel, Parma shall not in any event whatsoever be liable for injury or damage to any person or property that occurs in furtherance of or as a result of the within Agreement and the services provided hereunder. Hamlin shall indemnify and hold Parma harmless from and against any and all such liability and damages, and from and against any and all suits, claims, and demands of every kind and nature including reasonable counsel fees by, or on behalf of, any person, firm, association or corporation arising out of or based upon any acts, injury or damage incurred as a result of the acts or omissions of Hamlin, its agents, contractors or employees, which shall or may occur in furtherance of the within Agreement and from and against any matter or thing arising from or in furtherance of the within Agreement.

9) Hamlin shall be liable for any negligent or intentional acts resulting from the services provided to Parma. In the event damages are caused as a result of directions given by Parma, then Hamlin shall be held harmless by Parma. Except as a result of the negligent or intentional actions of Hamlin personnel, Hamlin shall not in any event whatsoever be liable for injury or damage to any person or property that occurs in furtherance of or as a result of the within Agreement and the services provided hereunder. Parma shall indemnify and hold Hamlin harmless from and against any and all such liability and damages, and from and against any and all suits, claims, and demands of every kind and nature including reasonable counsel fees by, or on behalf of, any person, firm, association or corporation arising out of or based upon any acts, injury or damage incurred as a result of the acts or omissions of Parma, its agents, contractors or employees, which shall or may occur in furtherance of the within Agreement and from and against any matter or thing arising from or in furtherance of the within Agreement.

10) Each municipality shall remain fully responsible for its own employees compensation, including, but not limited to: salary, benefits and worker's compensation.

11) This Agreement shall commence on the 20<sup>th</sup> day of January 20, 2015 and shall run until January 20, 2016. However, either party hereto may cancel and terminate this Agreement upon thirty (30) days prior written notice to the other party. However, if either party should elect to so cancel the contract, Parma and Hamlin shall remain obligated to each other for any services provided prior to such termination.

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



# TOWN OF PARMA

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January 14, 2015

To: Town Board

From : Mary Gavigan

Re :GFOA Annual Conference

The annual conference for the Government Finance Officers Association is held in Albany on March 25-27. This is the annual conference that in years past I have attended. I would like to attend this conference in March for 3 days. This gives me a chance to learn the new rules and regulations for not only the Financials (GASB) but also they cover the updates on Health Care, Audits and NYS Retirement. It is well worth the trip to Albany. The cost for the seminar is \$195.00 which includes all meals and the hotel for two nights is \$256.00, for a total of \$451.00

With the new conference policy done at the organizational meeting in Jan 2015, this would need a resolution for me to attend this conference this year.

Thank you



**DRAFT RESOLUTION**

**EMPLOYEE RETIREMENT – PAUL ZARPENTINE**

Motion to accept the resignation of Paul Zarpentine, a longtime employee with the Town with regrets effective January 24, 2014.

**FOR CLERK USE**

**RESOLUTION NO. \_\_\_\_\_-2015**

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_,

Motion \_\_\_\_\_ Aye \_\_\_\_ Nay \_\_\_\_\_