



TOWN OF PARMA

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

JAMES SMITH
Supervisor
GARY COMARDO
Councilperson
JAMES ROOSE
Councilperson
TINA BROWN
Councilperson
KYLE MULLEN
Councilperson

TOWN BOARD MEETING
November 4, 2015
6:30 P.M.

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

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

PUBLIC HEARING: 1. 7:00 pm 2016 Preliminary Budget

PUBLIC FORUM: 1. Any Citizen May Address the Town Board About Their Concerns

BUSINESS ITEMS:

1. Adopt 2016 Budget
2. Budget Transfers
3. Release Letter of Credit – Mercy Flight Phase 4
4. Release Letter of Credit – Country Village Estates Section IV
5. Park Use Agreement - 2016 5K Anemia
6. Park Use Agreement - 2016 Hilton Heat Tournament
7. Park Use Agreement - 2016 Rochester Cougars Baseball Tournament
8. 2007 Chevrolet Malibu Disposal
9. Taser User Authorization
10. Miscellaneous

INFORMATIONAL ITEMS:

1. Miscellaneous

ADJOURNMENT:



CHATFIELD ENGINEERS, P.C. • 2800 Dewey Avenue • Rochester, New York 14616
(585) 227-6040 • Fax (585) 227-4233

October 15, 2015

CE #08-853

Mr. Dennis Scibetta
Town of Parma
1300 Hilton-Parma Road
P.O. Box 728
Hilton, NY 14468

Re: Mercy Flight Subdivision – Phase 4

Dear Dennis:

We have enclosed three (3) copies of the Release No. 4 for Phase 4 of the Mercy Flight Subdivision. We recommend the release of \$27,346.90 from the letter of credit.

Upon your approval please sign all three (3) copies of the Statements of Construction and return two (2) to me.

Please contact me at your convenience, if you have any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Paul Schepp', is written over the typed name.

John Paul Schepp, P.E.

Cc. Supervisor James Smith, Town of Parma, (via email only)
Carlo Callea, Callea Electric, (via email only)
Bob Dunn, Costich Engineering, (via email only)



CHATFIELD ENGINEERS, P.C. • 2600 Dewey Avenue • Rochester, New York 14616
(585) 227-6040 • Fax (585) 227-4233

October 5, 2015

CE #08-879

Supervisor James Smith & Town Board
Town of Parma
1300 Hilton-Parma Road
P.O. Box 728
Hilton, NY 14468

Re: Country Village Estates – Section IV

Dear Jim and Town Board Members:

We have enclosed three (3) copies of the Release No. 1 for Country Village Estates Subdivision – Section IV. We recommend the release of \$184,009.63 from the letter of credit.

Upon your approval please sign all three (3) copies of the Statements of Construction and return two (2) to me.

Please contact me at your convenience, if you have any questions or comments.

Sincerely,

John Paul Schepp, P.E.

Enc.

Cc. Via Email Only
Dennis Scibetta, Parma Building Department, (w/ enc.)
Brian Speer, Parma Highway Supt., (w/ enc.)
Kris Schultz, P.E. Schultz Associates, P.C., (w/ enc.)
James Coonan, James L. Coonan, (w/ enc.)

AGREEMENT FOR USE OF PARMA PARK TRAILS FOR FANCONI ANEMIA 5K RUN

This agreement, entered into on November 4, 2015 by and between the TOWN OF PARMA, 1300 Hilton Parma Road, Hilton, New York, hereinafter referred to as the "TOWN" and MARY ANN LANA, hereinafter referred to as "MARY ANN LANA":

WHEREAS, the TOWN and MARY ANN LANA 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 commence on November 4, 2015 and terminate on December 31, 2016.
2. The TOWN hereby permits the use of a select area at the Parma Town Park by MARY ANN LANA during the second annual Fanconi Anemia 5K Run on May 7, 2016.
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 MARY ANN LANA 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 MARY ANN LANA as soon as possible via e-mail no less than three days in advance of the run.
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. Representatives from MARY ANN LANA and from the TOWN shall jointly inspect the area before and after the race for wear and tear or damage, and MARY ANN LANA 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 MARY ANN LANA; if the parties cannot agree on the amount to be paid, and then it shall be determined by a neutral third party mediator.
5. MARY ANN LANA will be granted reservations of the Lions and Burritt Pavilions free of charge for the May 7 date for event use and to ensure sufficient parking and avoid conflicts with other parties.
6. MARY ANN LANA shall assist with litter pickup of the area during and after the meets.

7. MARY ANN LANA agrees to reimburse the TOWN for the cost of any park septic system pumping needed during the event that exceeds usual pumping, but not to exceed \$400 if this additional pumping is required. The TOWN shall submit to MARY ANN LANA an invoice for said pumping in this event. The Town may have septic tanks pumped in advance of the tournament and based on levels have them pumped shortly after the tournament.
8. MARY ANN LANA 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 MARY ANN LANA shall ensure that all necessary forms or paperwork is completed, signed, and filed with the TOWN prior to the commencement of said tournament.
9. MARY ANN LANA 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 MARY ANN LANA. 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. MARY ANN LANA shall assist in funding within its means at a dollar amount that is mutually agreed upon in writing by both the TOWN and MARY ANN LANA.
10. MARY ANN LANA shall agree to carry at all times liability insurance provided by USATF, naming the TOWN as an additional insured and applying to all uses of the park areas used by MARY ANN LANA 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 MARY ANN LANA in writing what such standards are, and MARY ANN LANA shall file a copy of their insurance certificate with the TOWN each year, as soon as it becomes available and no later than 30 days prior to the event. 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.

- If MARY ANN LANA should decide to invite and host any vendors other than themselves in name to participate at the event, MARY ANN LANA is responsible for obtaining liability insurance from said vendor with the same specifications above or MARY ANN LANA will be held liable for said vendor.

11. On site food preparation during the event. If MARY ANN LANA 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 MARY ANN LANA 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 MARY ANN LANA'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. MARY ANN LANA 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. MARY ANN LANA 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, MARY ANN LANA 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 MARY ANN LANA while on Town Park property.

13. To the fullest extent permitted by law, MARY ANN LANA and any contract vendors MARY ANN LANA 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 MARY ANN LANA, event participants, guests, and invitees, and anyone directly or indirectly employed by MARY ANN LANA 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.

James Smith
Parma Town Supervisor

Date

Mary Ann Lana
Event Organizer, MARY ANN LANA

Date

AGREEMENT FOR USE OF FIELDS FOR HILTON PARMA SOCCER CLUB “JUST FOR KICK’S” SOCCER TOURNAMENT

This agreement, entered into on November 4, 2015 by and between the TOWN OF PARMA, 1300 Hilton Parma Road, Hilton, New York, hereinafter referred to as the “TOWN” and the HILTON PARMA SOCCER CLUB, hereinafter referred to as the “SOCCER CLUB”:

WHEREAS, the TOWN and the SOCCER CLUB 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 soccer 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 commence on November 4, 2015 and terminate on December 31, 2016.
2. The TOWN hereby permits the use of select fields at the Parma Town Park by the SOCCER CLUB during the “Just for Kick’s” Soccer Tournament Friday, Saturday, and Sunday, June 10, 11, and 12, 2016.
 - a. The main lighted football field is to only be used for scheduled games during the tournament. Any practices or unscheduled games must take place on other select fields used for the tournament.
3. The TOWN shall determine the suitability of the fields for seasonal use with a target date of the TOWN preparing the fields by the first of May. If weather and or field conditions result in a modification to such dates, the TOWN shall notify the SOCCER CLUB as soon as possible in writing via e-mail. If the TOWN determines that any field(s) is (are) unsuitable for play for the tournament, the TOWN shall notify the SOCCER CLUB as soon as possible via e-mail no less than three days in advance of these games.
4. The TOWN shall be responsible for and assume the costs for routine maintenance of the fields, including but not limited to mowing the grass on all fields, routine fertilization, watering, over-seeding, and other field work as needed to make the fields ready for play. Representatives from the SOCCER CLUB and from the TOWN shall jointly inspect the fields before and after the tournament for wear and tear or damage, and the SOCCER

CLUB 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 SOCCER CLUB; 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 SOCCER CLUB agrees to pay an additional fee of \$900 for the use of all four Park Pavilions over the three day period in order to ensure sufficient parking and avoid conflicts with other parties to be paid by June 1, 2016.
6. The SOCCER CLUB shall assist with litter pickup of the area after the tournament. SOCCER CLUB will provide their own roll-off trash container or pay a \$ 100 fee to cover the cost of additional trash hauling.
7. The SOCCER CLUB agrees to reimburse the TOWN for the cost of any park septic system pumping needed during the tournament, and the TOWN shall submit to the SOCCER CLUB 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 but may not be necessary.
8. The SOCCER CLUB shall submit written requests for use of TOWN equipment or other services for the tournament at least 60 days prior to the date of said tournament, and the SOCCER CLUB 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 SOCCER CLUB shall submit any proposals for field improvements to the TOWN by October 1st 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 SOCCER CLUB. 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 SOCCER CLUB shall assist in funding within its means at a dollar amount that is mutually agreed upon in writing by both the TOWN and SOCCER CLUB.
10. The SOCCER CLUB shall agree to carry at all times liability insurance, naming the TOWN as an additional insured and applying to all uses of the sports fields by the SOCCER CLUB 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 SOCCER CLUB in writing what such standards are, and the SOCCER CLUB shall file a copy of its 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 SOCCER CLUB Tournament. If SOCCER CLUB 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 SOCCER CLUB 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 SOCCER CLUB'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 SOCCER CLUB 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 SOCCER CLUB 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 SOCCER CLUB 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 SOCCER CLUB while on Town Park property.

13. To the fullest extent permitted by law, the SOCCER CLUB and any contract vendors SOCCER CLUB 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 SOCCER CLUB, its members, guests, and invitees, and anyone directly or indirectly employed by the SOCCER CLUB 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.

James Smith
Parma Town Supervisor

Date

Daniel Lane
President, Hilton Parma Soccer Club

Date

AGREEMENT FOR USE OF FIELDS FOR ROCHESTER COUGARS ELITE BASEBALL

This agreement, entered into on November 4, 2015 by and between the TOWN OF PARMA, 1300 Hilton Parma Road, Hilton, New York, hereinafter referred to as the “TOWN” and the Rochester Cougars Elite Baseball, hereinafter referred to as the “Cougars Elite Baseball”:

WHEREAS, the TOWN and the Cougars Elite Baseball desire to promote the positive emotional and physical development and enrichment of Youth Baseball in the Parma community by supporting and providing quality facilities for baseball 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 commence November 4, 2015 and terminate on December 31, 2016.
2. The TOWN hereby permits the use of select fields (Field #2 & #7) at the Parma Town Park by the Cougars Elite Baseball during the Rochester Baseball Classic Tournament on the specified dates of July 15, 16, & 17 (and potential rain dates as approved by the Director of Parks and Recreation) . The Cougars Elite Baseball may have to provide the personnel and supplies to line specific fields if they are not able to be lined for Hilton-Parma Recreation Baseball and Softball. The Cougars Elite Baseball will be responsible for traffic management during games.
3. The TOWN shall determine the suitability of the fields for seasonal use with a target date of the TOWN preparing the fields by the first of May. If weather and or field conditions result in a modification to such dates, the TOWN shall notify the Cougars Elite Baseball as soon as possible in writing via e-mail. If the TOWN determines that any field(s) is (are) unsuitable for play for the games or practices, the TOWN shall notify the Cougars Elite Baseball as soon as possible via e-mail.
4. The TOWN shall be responsible for and assume the costs for routine maintenance of the fields, including but not limited to mowing the grass on all fields, routine

fertilization, and watering, over-seeding, and other field work as needed to make the fields ready for play.

5. The Cougars Elite Baseball shall pay to the TOWN \$250.00 per specified date (three dates) for a grand total of \$750.00 as a contribution toward routine field maintenance in addition to Lions and Lloyd Pavilion reservations, to be paid by July 15 of 2016. Representatives from the Cougars Elite Baseball and from the TOWN shall jointly inspect the fields before and after the games for wear and tear or damage, and the Cougars Elite Baseball 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 Cougars Elite Baseball; if the parties cannot agree on the amount to be paid, and then it shall be determined by a neutral third party mediator.
 - a. The Cougars Elite Baseball is required to rent the Park Pavilions as stated above in order to insure sufficient parking and avoid conflicts with other parties.
6. The Cougars Elite Baseball shall assist with litter pickup of the area during and after the tournament. Cougars Elite Baseball will provide their own trash removal or pay a \$100 fee to cover the cost of additional trash hauling.
7. The Cougars Elite Baseball agrees to reimburse the TOWN for the cost of any park septic system pumping needed during the tournament, and the TOWN shall submit to the Cougars Elite Baseball 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 but may not be necessary.
8. The Cougars Elite Baseball shall submit written requests for use of TOWN equipment or other services for the tournament at least 60 days prior to the date of said tournament, and the Cougars Elite Baseball 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 Cougars Elite Baseball shall submit any proposals for field improvements to the TOWN by October 1st 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 Cougars Elite Baseball. These projects are to be submitted to the Town Board and are subject to review and approval by the Town Supervisor, Director of Recreation and Parks, and Town Board; and they are to be within the funding level as approved by the Town Board. The Cougars Elite Baseball shall assist in funding within its means at a dollar amount that is mutually agreed upon in writing by both the TOWN and Cougars Elite Baseball.

10. The Cougars Elite Baseball shall agree to carry at all times liability insurance, naming the TOWN as an additional insured and applying to all uses of the sports fields by the Cougars Elite Baseball 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 Cougars Elite Baseball in writing what such standards are, and the Cougars Elite Baseball shall file a copy of its insurance certificate with the TOWN each year, as soon as it becomes available and no later than 30 days prior to the event. 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 Cougars Elite Baseball Tournament. If Cougars Elite Baseball 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 Cougars Elite Baseball 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 Cougars Elite Baseball'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 Cougars Elite Baseball 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 Cougars Elite Baseball shall provide written reports of all incidents and/or accidents associated with the fields to the Parks and Recreation Director within 48 hours of such incidents and/or accidents.
13. To the fullest extent permitted by law, the Cougars Elite Baseball and any contract vendors Cougars Elite Baseball 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 Cougars Elite Baseball, its members, guests, and invitees, and anyone directly or indirectly employed by the Cougars Elite Baseball 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.

James M. Smith
Parma Town Supervisor

Date

Nelson Madrid
Rochester Cougars Elite Baseball

Date

DRAFT RESOLUTION

AUTHORIZATION FOR USE OF TASER DEVICES

WHEREAS, by Resolution No. 135-2012, the Town of Parma made effective May 1, 2012 a re-designation of the position of Court Officer Attendants whom serve the Justice Court in the Town of Parma as uniformed court officers under the pleasure, direction and control of the Parma Town Justices and/or the Parma Court Clerk with regard to their respective duties, and whom remain members in a distinct unit of the Parma Special Police with all rights and privileges associated thereto with said membership, and whom utilize the existing office space and office equipment, computers, radios, uniforms, special police equipment and utilities, and the custody/holding area of the Parma Special Police to carry out their duties for the Justice Court in the Town of Parma; and,

WHEREAS, by Resolution No. 135-2012, such Court Officer Attendants as members of the Parma Special Police continue to have the powers and authority of Peace Officers pursuant to New York State Criminal Procedure Law, Section 2.10 (54), which expressly designates Peace Officers as special policemen appointed pursuant to New York Town Law Section 158, as created, established, and defined by resolution of the Town Board in the Town of Parma on June 11, 1962, June 28, 1982, and August 19, 1997; and,

WHEREAS, by Resolution No. 135-2012, the Town of Parma, by and through the Justice Court in the Town of Parma, permitted a budget for the purchase of uniforms and equipment, and reimbursement of the Court Officer Attendants for any training or ongoing certification required and necessary for the Court Officer Attendants to carry out their duties; and,

WHEREAS, in this Resolution, the Justice Court in the Town of Parma, is requesting the Town Board in the Town of Parma to approve, authorize, adopt, and ratify, the training, implementation, deployment and use while on duty of neuromuscular disruption electronic control devices (commonly known and referred to in the industry as “Taser” devices) by the Court Officer Attendants while the Court Officer Attendants are on duty or participating in a training program for the purpose of instruction and continued education with regard to the Taser devices; and,

WHEREAS, the Justice Court in the Town of Parma has reviewed, approved and implemented the use of Tasers to provide both the community in the Town of Parma and Justice Court staff and other personnel safer alternatives for controlling situations that may develop whereby the Court Officer Attendants may be required to use force consistent with their training and based upon the circumstances then present and visually observed, and has applied for and was awarded a grant from the New York State Department of Criminal Justice Services (“DCJS”) for the purchase of Taser devices that are consistent with the recommendations for best practices of the DCJS, and reimbursement of the cost for same; and,

WHEREAS, the sole authorized distributor is Taser International, Inc., who manufactures the Taser International X26P, which is the Taser unit requested to be used by the Court Officer Attendants in all training, implementation, deployment and use while on duty and consistent with the Court Officer Attendants’ general jurisdiction of patrol including the courtroom, courthouse grounds and surrounding perimeter, said Taser devices to be secured in the office of the Justice Court with the Court Clerk at the end of every shift, and said Taser devices to be only transported

away from the courthouse and grounds when a Court Officer Attendant is attending a training program for continued education that requires the use of the Taser International X26P; and,

WHEREAS, the Town Board in the Town of Parma desires to provide the members of the community and employees of the Justice Court in the Town of Parma, a safe environment to conduct and transact court business and affairs, which will in turn promote courtroom decorum and judicial efficiency, and furthermore desires to approve, authorize, adopt, and ratify the Court Officer Attendants to purchase with Town Justice approval and to carry the Taser devices while on duty and use the Taser devices in accordance with the Parma Justice Court Officer Attendants Standard Operating Procedures and the manufacturer's operating instructions and recommendations of safe use of the Taser devices, including but not limited to, the Taser International X26P.

NOW, THEREFORE BE IT RESOLVED as follows:

1. The Town Board in the Town of Parma does hereby approve, authorize, adopt, and ratify, the purchase and use of neuromuscular disruption electronic control devices (commonly known and referred to in the industry as "Taser" units), including but not limited to, the Taser International X26P manufactured by Taser International, Inc., by the Court Officer Attendants in the Justice Court in the Town of Parma with Town Justice approval in all training, implementation, deployment, and use while on duty to provide the members of the community and employees of the Justice Court in the Town of Parma, a safe environment to conduct and transact court business and affairs, which will in turn promote courtroom decorum and judicial efficiency.
2. Said training, implementation, deployment, and use while on duty of the Taser units by the Court Officer Attendants in the Justice Court in the Town of Parma shall be in accordance with the Parma Justice Court Officer Attendants Standard Operating Procedures and the manufacturer's operating instructions and recommendations of safe use of the Taser devices, including but not limited to, the Taser International X26P, and consistent with the Court Officer Attendants' general jurisdiction of patrol including the courtroom, courthouse grounds and surrounding perimeter, said Taser device to be secured in the office of the Justice Court with the Court Clerk at the end of every shift, and said Taser device to be only transported away from the courthouse and grounds when a Court Officer Attendant is attending a training program for continued education that requires the use of the Taser devices.
3. The Town Supervisor and the Director of Finance are hereby directed to notify the carrier of general liability insurance for the Town of Parma of this Resolution and to complete any additional application forms, registrations or other designations, as may be required from time to time.
4. This Resolution shall take effect immediately upon its approval and adoption.