



TOWN OF PARMA

1300 Hilton-Parma Road
P.O. Box 728
Hilton, New York 14468
(585) 392-9461
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CARM CARMESTRO
Supervisor

JAMES SMITH
Councilperson

GARY COMARDO
Councilperson

JAMES ROOSE
Councilperson

TINA BROWN
Councilperson

TOWN BOARD MEETING
August 21, 2012
6:30 P.M. Meeting

This Meeting Will Be Recorded By the Town Clerk

Pledge of Allegiance

Moment of Silence

Emergency Exit Instructions

Roll Call

Public Forum/Hearing: 1. Any citizen may address the Town board about their concerns

Minutes of July 19, 2012, July 23, 2012, August 7, 2012 Town Board Meeting

Town Clerk Report

Highway Superintendent Report

Building Inspector Report

Recreation Director Report

Miscellaneous Report

BUSINESS ITEMS:

1. Intermunicipal Agreement – Village of Hilton
2. Request for Use – Gators & Picnic Tables
3. In Memory – Elsie Webster
4. Budget Transfers
5. Miscellaneous

INFORMATIONAL ITEMS:

1. Miscellaneous.
- 2.

LIAISON REPORTS:

WARRANTS: General Fund (AOO) Part Town (BOO) Highway Town Wide (DAO)

Highway Part Town (DBO) Bridges (HDO) Trust & Agency (TAO)

ADJOURNMENT:

INTERMUNICIPAL AGREEMENT

AGREEMENT made this _____ day of _____, 2012 by and between the VILLAGE OF HILTON, a municipal corporation having offices located at 59 Henry Street, Hilton, New York 14468 (hereinafter "Hilton") and the TOWN OF PARMA, a municipal corporation having offices located at 1300 Hilton-Parma Road, Hilton, New York 14468 (hereinafter "Parma").

WHEREAS, from time to time, Hilton and Parma are in need of building and/or fire inspection services on an emergency basis and/or at such times as Hilton or Parma personnel are unavailable; and

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

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

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

NOW, THEREFORE, in furtherance of the provisions of 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 agreed as follows:

1) Parma agrees to provide Hilton with qualified personnel to perform building and/or fire inspections, 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) Hilton agrees to provide Parma with qualified personnel to perform building and/or fire inspections, 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 Hilton to Parma for such services shall be made by the Code Enforcement Officer of the Village of Hilton to the Parma Building Department during normal business hours or by notifying the Monroe County 911 center during off hours.

4) Any request from Parma to Hilton for such services shall be made by the Parma Building Department to the Hilton Code Enforcement Officer 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 e-mail transmission. However, should circumstances necessitate a verbal request to be made, such request shall be confirmed by Hilton and Parma, 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 Hilton shall not be responsible for providing such services to each other pursuant to this Agreement if such Parma or Hilton personnel are unavailable. However, in that event, Parma and Hilton shall provide such services as soon as reasonably possible.

7) Any Parma and Hilton personnel who shall provide services for the benefit of Hilton and Parma 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 as employed by Parma or Hilton.

8) Parma shall be liable for any negligent or intentional acts resulting from the services provided to Hilton. In the event damages are caused as a result of directions given by Hilton, then Parma shall be held harmless by Hilton. Except as a result of the negligent or intentional actions of Parma personnel, Parma shall not in any event whatsoever be liable for any injury or damage to any person or property happening in furtherance of or as a result of the within Agreement and the services provided hereunder. Hilton shall indemnify and save 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 incurring as a result of the acts or omissions of Hilton, its agents, contractors or employees, which shall or may happen in furtherance of the within Agreement and from and against any matter or thing arising from or in furtherance of the within Agreement.

9) Hilton 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 Hilton shall be held harmless by Parma. Except as a result of the negligent or intentional actions of Hilton personnel, Hilton shall not in any event whatsoever be liable for any injury or damage to any person or property happening in furtherance of or as a result of the within Agreement and the services provided hereunder. Parma shall indemnify and save Hilton 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 incurring as a result of the acts or omissions of Parma, its agents, contractors or employees, which shall or may happen 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, including salary, benefits, and worker's compensation.

11) Hilton and Parma agree that if said emergency or as-needed services are rendered beyond the normal work day of their employee(s), then the municipality rendering said services may bill the receiving municipality the rate of Forty and 00/100 Dollars (\$40.00) per hour for any services rendered.

12) This Agreement shall be for a term of two (2) years following execution. 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, Hilton and Parma shall remain obligated to each other for any services provided prior to such termination.

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written.

VILLAGE OF HILTON

Dated: _____

BY: _____
Mayor Joseph Lee

TOWN OF PARMA

Dated: _____

BY: _____
Supervisor Carm Carmestro

RESOLUTION FOR CONSIDERATION

ELSIE WEBSTER – IN MEMORY

RESOLUTION NO. _____ **-2012** Motion by _____, seconded by _____, to recognize Elsie Webster, who passed away on August 13, 2012, for her many years of dedicated service to the Town of Parma as Town Clerk, Receiver of Taxes, Parma Public Library Board Member and Secretary, a Clerk in the Highway Department, Secretary to Planning and Zoning Boards, Deputy Town Clerk and as an Election Inspector, by dedicating a blank page in the Minute Book in her memory.

Motion carried: Aye _____ Nay _____