

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

February 17, 2015

7:00 P.M.

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

Minutes of February 3, 2015 Town Board Meeting
Town Clerk Report
Highway Superintendent Report
Building Inspector Report
Parks and Recreation Director Report
Miscellaneous Report

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

BID OPENING: 2. Sale of Kubota with Plow – 7:30

BUSINESS ITEMS:

1. Time Warner Tax Payment
2. Proposal AUD and Justice Court Audit
3. Jacobson HR9016 Wide Range Mower Purchase / Lease
4. Senior Trip Contracts
5. May 2nd Fanconi Anemia 5K Charity Run Agreement
6. 2015-2016 Greece Cobras Soccer Tournament Agreement
7. Bid Request To Remove Court Door
8. 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) Trust and Agency
(TAO)

ADJOURNMENT:

TIME WARNER CABLE – 2015 TAX PAYMENT

Motion to accept \$3,081.02 from Time Warner Cable and pay \$762.41 as a credit from franchise fees paid to the Town of Parma for the full payment of the 2015 Town & County tax bills for Time Warner Cable tax account numbers:

264001	500.00-0-258./HILT	\$190.57
264089	500.00-2-580./BKPT	\$ 34.31
264089	500.00-2-580./HILT	\$388.85
264089	500.00-2-580./SPEN	\$148.68
	Total	\$762.41

HVaudit

Hungerford Vinton LLC

The Board Members of
Town of Parma
1300 Hilton Parma Corners Rd- P.O. Box 728
Hilton NY 14468

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

We will perform the following services:

- 1) We will compile, from information you provide, the Annual Financial Update Document (AUD) of The Town of Parma for the year ended December 31, 2014 and issue an accountant's report thereon in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

The objective of a compilation is to assist you in presenting financial information in the form required by the State of New York. We will utilize information that is your representation without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with accounting principles generally accepted in the United States of America.

You are responsible for:

- a) the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America.
- b) designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.
- c) preventing and detecting fraud.
- d) identifying and ensuring that the organization complies with the laws and regulations applicable to its activities.
- e) making all financial records and related information available to us and for the accuracy and completeness of that information.

We will conduct our compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation differs significantly from a review or an audit of financial statements. A compilation does not contemplate performing inquiry, analytical procedures, or other procedures performed in a review. Additionally, a compilation does not contemplate obtaining an understanding of the organization's internal control; assessing fraud risk; testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, or the examination of source documents (for example, cancelled checks or bank images); or other procedures ordinarily performed in an audit. Accordingly, we will not express an opinion or provide any assurance regarding the financial statements being compiled.

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts. However, we will inform the appropriate level of management of any material errors, and of any evidence or information that comes to our attention during the performance of our compilation procedures that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential.

200 Buell Road, Suite B9
Rochester, NY 14624

(585) 426-2260
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We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

If, for any reason, we are unable to complete the compilations of your AUD, we will not issue reports on such statements as a result of this engagement.

- 2) We will prepare the Annual Checklist for Review of Justice Court Records for the year ended December 31, 2014.

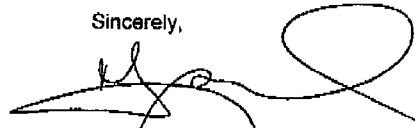
You are responsible for making all management decisions and performing all management functions and for designating an individual who possesses suitable skill, knowledge, or experience to oversee any bookkeeping services, tax services, or other services we provide. In addition, you are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Timothy Hungerford, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fees for these services will be \$750 for the AUD with associated footnotes, and \$100 for Checklist for Review of Justice Court Records.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



2/11/15

Timothy Hungerford, CPA
President
Hungerford Vinton, LLC

Acknowledged:
Town of Parma

Supervisor

Date: _____

AGREEMENT FOR USE OF FIELDS FOR COBRA FC CLUB SOCCER TOURNAMENT

This agreement, entered into on February 17, 2015 by and between the TOWN OF PARMA, 1300 Hilton Parma Road, Hilton, New York, hereinafter referred to as the "TOWN" and the Cobra FC, 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 be two years commencing on March 1, 2015 and terminating on August 31, 2016.
2. The TOWN hereby permits the use of select fields at the Parma Town Park by the SOCCER CLUB during the Soccer Tournaments on Friday-Sunday, July 10-12, 2015 and July 9-11, 2016. The SOCCER CLUB may have to provide the personnel and supplies to strip specific fields. The SOCCER CLUB will be responsible for traffic management during the tournament, limiting vehicle entrance off of Parma Center Road only.
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, and watering, over-seeding, and other field work as needed to make

the fields ready for play. The SOCCER CLUB shall pay to the TOWN \$2,000.00, annually, as a contribution toward routine field maintenance, to be paid by June 1 each year (2015 & 2016) of this contract. 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 \$225.00, annually, for the use of the Lloyd Pavilion over the three day period in order to ensure safe traffic conditions on the South side of the park where main traffic flow will occur, to be paid by June 1 each year (2015 & 2016) of this contract. If, after the first year (2015), it is believed that traffic and/or the tournament was a disturbance to civilians who rented any of the other three Pavilions in Parma Town Park during the tournament dates, then the SOCCER CLUB agrees to reserve the other three pavilions in 2016 to avoid such issues, incurring the rental costs.
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 \$400.00-\$1,500.00.
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.

* 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:

- **Temporary food vendor Permit**-issued by the Monroe County Dept. of Public Health
- 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.

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

11. 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.

12. 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 M. Smith
Parma Town Supervisor

Date

Jim Borrelli
Cobra FC

Date

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

This agreement, entered into on February 17, 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:

5. The term of this agreement shall be one year commencing on February 17, 2015 and terminating on December 31, 2015.
6. The TOWN hereby permits the use of a select area at the Parma Town Park by MARY ANN LANA during the first annual Fanconi Anemia 5K Run on May 2, 2015.
7. 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.
8. 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.

9. MARY ANN LANA will be granted reservations of the Lions and Burritt Pavilions free of charge for the May 2 date for event use and to ensure sufficient parking and avoid conflicts with other parties.
10. MARY ANN LANA shall assist with litter pickup of the area during and after the meets.

AGREEMENT FOR USE OF FIELDS 1

9. MARY ANN LANA agrees to reimburse the TOWN for the cost of any park septic system pumping needed during the meets that exceeds a threshold of \$400, and the TOWN shall submit to MARY ANN LANA an invoice for said pumping amount above said \$400. The Town may have septic tanks pumped in advance of the tournament and based on levels have them pumped shortly after the tournament.
10. 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.

* 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:

- **Temporary food vendor Permit**-issued by the Monroe County Dept. of Public Health
- 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.

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.

11. 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 the schools within MARY ANN LANA 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.
- 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.

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