



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 March 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 March 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

BUSINESS ITEMS:

1. Fixed Asset Property Disposal List
2. Court Room Divider Bids
3. Joint Meeting with Village of Hilton
4. Retirement-Jim Volkmar
5. Resignation-Tim McElligott
6. Library Board Appointment – Alice Maxwell
7. Spencerport School District Modified Baseball Field Use Agreement
8. Rochester Cougars Elite Baseball Tournament Field Use Agreement
9. New York State Recreation/Park Society Conference-4/26/15-4/28/15
Tom Venniro and Sherry Farrell
10. Town Hall Xerox Copier
11. Budget Transfers
12. Miscellaneous

INFORMATIONAL ITEMS:

1. Miscellaneous

LIAISON REPORTS:

WARRANTS: General Funds (AOO) Part Town (BOO) Highway Town Wide (DAO)
Highway Part Town (DBO) Trust and Agency (TAO)

ADJOURNMENT:

THE FOLLOWING ITEMS ARE NO LONGER IN USE AND NEED TO BE DISPOSED OF
WILL SCHEDULE SUNKING RECYLING TO PICK THEM UP

QTY	ITEM	APPROVED
2	ACCUSYNC LCD MONITORS	
2	NEXLINK COMPUTERS	
1	GATEWAY COMPUTER TOWER	
1	DELL FLAT SCREEN MONTIOR	
1	OPTIQUEST Q41 MONTIOR	
1	OPTIQUEST V665 MOTIOR	
1	PRINCETON COMPUTER MONITOR	
1	HP COMPUTER TOWER	
1	GASBOY ENCODER	
1	LINK MONITOR W/ KEYBOARD	
1	25' TOSHIBA TV	
5	AT&T OFFICE PHONES	
3	HP COMPUTERS	
1	HP PRINTER/COPIER	
1	RCA VIDEO RECORDER	
1	AUTOMATIC PAPER FOLDER	

AGREEMENT FOR USE OF FIELDS FOR SPENCERPORT CENTRAL SCHOOL DISTRICT

This agreement, entered into on March 17, 2015 by and between the TOWN OF PARMA, 1300 Hilton Parma Road, Hilton, New York, hereinafter referred to as the “TOWN” and the Spencerport Central School District, hereinafter referred to as the “SCSD”:

WHEREAS, the TOWN and the SCSD 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 be one year commencing on March 17, 2015 and terminating on June 30, 2015.
2. The TOWN hereby permits the use of select fields (Field #2 & #7), grass areas near select fields and the baseball batting tunnel at the Parma Town Park by the SCSD during the Monroe County Modified Baseball Season on weekdays from as early as April 6, 2015 through June 5, 2015. During this time, the SCSD will be sharing and coordinating use of specified fields and park facilities with the Hilton Central School District Modified Baseball Teams during weekly practices and up to 12 games. The SCSD may have to provide the personnel and supplies to line specific fields if they are not able to be lined by the Parma Parks Department. The SCSD will be responsible for traffic management during games if necessary.
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 SCSD 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 SCSD 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. The SCSD shall pay to the TOWN a lump sum of \$1,000.00 as a contribution toward routine field maintenance and usage.

Representatives from the SCSD and from the TOWN shall jointly inspect the fields before and after the games for wear and tear or damage, and the SCSD 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 SCSD; 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 SCSD shall assist with litter pickup of the area during and after usage of specified fields and park facilities. SCSD will provide their own trash removal or pay a \$100 fee to cover the cost of additional trash hauling.
6. The SCSD 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 SCSD. 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 SCSD shall assist in funding within its means at a dollar amount that is mutually agreed upon in writing by both the TOWN and SCSD.
7. The SCSD 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 SCSD 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 SCSD in writing what such standards are, and the SCSD 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.
8. The SCSD 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 SCSD 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.
 9. To the fullest extent permitted by law, the SCSD and any contract vendors SCSD 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 SCSD, its members, guests, and invitees, and anyone directly or indirectly employed by the SCSD 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

John F. Pelin
SCSD Director of PE/Athletics

Date

AGREEMENT FOR USE OF FIELDS FOR ROCHESTER COUGARS ELITE BASEBALL

This agreement, entered into on March 17, 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 be one year commencing on June 1, 2015 and terminating on August 31, 2015.
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 17, 18, 19, 24, 25, & 26 (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. The Cougars Elite Baseball shall pay to the TOWN \$200.00 per specified date (six dates) for a grand total of \$1,200.00 as a contribution toward routine field maintenance in addition to Lions and Lloyd Pavilion reservations, to be paid by July 17 of 2015. 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.

5. 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.
6. 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.
7. 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.
8. 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.
 9. 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.
 10. The Cougars Elite Baseball is required to rent certain Park Pavilions as stated above in order to insure sufficient parking and avoid conflicts with other parties.

 James M. Smith
 Parma Town Supervisor

 Date

 Nelson Madrid
 Rochester Cougars Elite Baseball

 Date