



# 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

April 21, 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 April 7, 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. Undertaking - New York State Department of Transportation
2. Reserve Account – Workers Compensation Check
3. Hilton Central School District Modified Baseball Field Usage Agreement Contract
4. Rochester Lady Lions Premier Softball Tournament Field Usage Agreement Contract
5. Tom Venniro- NRPA Strategic Planning Workshop-May 19<sup>th</sup> & 20<sup>th</sup>
6. Recommendation for Recreation Supervisor Position
7. Appointment for Town Justice
8. Appointment for Board of Assessment
9. Miscellaneous

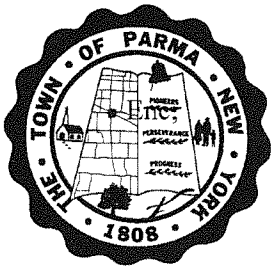
### INFORMATIONAL ITEMS:

1. Town Board Meeting Date Change from Tue. 5/5 to Wed. 5/6
2. Joint Meeting with Village Scheduled for Tue. 5/12/15
3. Miscellaneous

### LIAISON REPORTS:

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

### ADJOURNMENT:



# TOWN OF PARMA

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April 14, 2015

To: Town Board

From : Mary Gavigan

Re: Workers Comp Refund Check

The Town of Parma received the 2014 refund check from our worker's compensation group, Upstate New York Municipal Worker Compensation Plan, it was 53,552.00

The premium for 2014 was \$90,237; of this 40% is set aside for administrative operating expense and 60% for actual workers compensation claims. The increase in the refund is not only due from the low number of claims for the Town of Parm but also the overall performance of all entities in the Upstate NY Municipal Workers Compensation Group.

The next board meeting for the group is in Batavia at the end of May.

## DRAFT RESOLUTION

### WORKERS COMPENSATION REFUND CHECK

WHEREAS, the Town of Parma pays Worker's Compensation insurance costs as required; and

WHEREAS, from time to time the Town receives sums of money ("funds") representing a rebate of the costs paid for Worker's Compensation; and

NOW, THEREFORE, BE IT RESOLVED:

Sec. 1 The Town Board hereby directs the surplus of contribution check of \$ \_\_\_\_\_ be deposit in the Workers' Compensation Reserve Fund.

Sec. 2 That this resolution shall take effect immediately.

**RESOLUTION NO. -2012** Motion by Councilman \_\_\_\_\_ and seconded by Councilman \_\_\_\_\_,

Motion carried: Aye \_\_\_ Nay \_\_\_

## UNDERTAKING

For the benefit of

### The New York State Department of Transportation

In connection with work affecting state highways (For use by New York municipalities and federal agencies)



WHEREAS, the undersigned the Town of Parma ( Municipality, County, Town, City or Village, or any agency of the federal government, hereinafter referred to as "Permittee") from time to time receives permits from the New York State Department of Transportation (hereinafter referred to as the "NYSDOT") and otherwise conducts activities and operations upon highways and/or within right-of-way controlled by the State of New York for such purposes as the obstruction, installation, construction, maintenance and/or operation of facilities; and

WHEREAS, Permittee's access and operation upon state right-of-way is conditioned upon compliance with Highway Law Sections 52, 103, 203 and/or 234, including the conditions that Permittee assume all responsibility for (a) the temporary control of all modes of traffic (including motorized and non-motorized travel) affected by Permittee's operations, (b) complete restoration of state facilities to their condition prior to permitted use or activity, and (c) all claims, damages, losses and expenses,

NOW, THEREFORE, in relation to all operations and/or actions undertaken within state right-of- way, Permittee hereby agrees to the following terms and conditions:

**1. Permit Applications.** Excepting only activities undertaken to protect public safety because of emergency conditions or incidents, Permittee shall provide timely written notice to NYSDOT of operations or activities affecting state right-of-way. Under normal circumstances, a minimum of five business days notice shall be provided. Notification of emergency activities shall be provided to NYSDOT as soon as practicable after the activity. The Permittee shall apply for project-specific permits for activities not allowed under any existing annual permit. Such application shall identify proposed project locations, desired dates/hours, proposed work/activities, traffic control, and site restoration

**2. Applicable Rules, Regulations & Conditions.** Permittee shall comply with all of the laws, rules and regulations applicable to construction, maintenance activities and operations and shall further comply with such terms and conditions that may be imposed by NYSDOT in connection with permitted activity or operations. Temporary Traffic Control, highway safety appurtenances, and restoration of state facilities shall be completed in accordance with NYSDOT regulations and standards.

**3. Site Restoration.** Permittee shall, at its own expense, promptly complete the work allowed under each permit and, within a reasonable time, restore State property damaged by its work/activities to substantially the same or equivalent condition as existed before such work was begun as determined by the Commissioner or his/her designee. In the event that the Permittee fails to so restore damaged State property within what the Commissioner deems to be a reasonable time, the Commissioner, after giving written notice to the Permittee, may restore the property to substantially the same or equivalent condition as existed before the Permittee's work/activities, in which case, Permittee agrees to reimburse the reasonable expenses in connection therewith.

**4. Payment & Release of Liens.** Permittee shall be responsible for the payment of all costs and materials relating to its work in the public right-of-way, and agrees to defend and save harmless NYSDOT against any and all lien claims made by persons supplying services or materials to Permittee in connection with Permittee's work.

**5. Indemnity.** In addition to the protection afforded to NYSDOT under any available insurance, NYSDOT shall not be liable for any damage or injury to the Permittee, its agents, employees, or to any other person, or to any property, occurring on the site or in any way associated with Permittee's activities or operations, whether undertaken by Permittee's own forces or by contractors or other agents working on Permittee's behalf. To the fullest extent permitted by law, the Permittee agrees to defend, indemnify and hold harmless the State of New York, NYSDOT, and their agents from and against all claims, damages, losses and expenses, including but not limited to, claims for personal injuries, property damage, wrongful death, and/or environmental claims and attorney fees arising out of any such claim, that are in any way associated with the Permittee's, activities or operations under any and all permits issued using this Undertaking.

FURTHERMORE, Permittee hereby warrants that the obligations of this Undertaking are backed by the full faith and credit of Permittee. Permittee may insure or bond any of the obligations set forth herein, or may rely upon self-insurance, budgeted funds, or funds for general operations.

This Undertaking shall be applicable to all permitted activities and operations undertaken after the date of execution and work initiated while this Undertaking is in effect. This Undertaking may be revoked by the Permittee or rejected by NYSDOT upon thirty days written notice but will continue to apply to all permitted activities/operations that were permitted by virtue of this Undertaking. Unless terminated for the purpose of future activities/operations, this Undertaking shall have a term of twenty (20) years and shall be kept on file to facilitate the issuance of future permits to which it will apply.

IN WITNESS WHEREOF, the Town of Parma (Municipality- County, Town, City, Village or federal agency) agrees to the terms of this Undertaking, and has caused its execution by the authorized officer or employee (attach Resolution of Approval).

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
(585)  
Phone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
e-mail

# **AGREEMENT FOR USE OF FIELDS FOR HILTON CENTRAL SCHOOL DISTRICT**

This agreement, entered into on April 21, 2015 by and between the TOWN OF PARMA, 1300 Hilton Parma Road, Hilton, New York, hereinafter referred to as the “TOWN” and the Hilton Central School District, hereinafter referred to as the “HCSD”:

WHEREAS, the TOWN and the HCSD 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 April 6, 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 HCSD during the Monroe County Modified Baseball Season on weekdays from as early as April 6, 2015 through June 5, 2015. During this time, the HCSD will be sharing and coordinating use of specified fields and park facilities with the Spencerport Central School District Modified Baseball Teams during weekly practices and up to 12 games. The HCSD 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 HCSD 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 HCSD 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 HCSD 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 HCSD shall use the specified TOWN fields at no charge with reference to HCSD facility usage by the Town of Parma which there is no charge for. Representatives from the HCSD and from the TOWN shall jointly inspect the fields before and after the games for wear and tear or damage, and the HCSD 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 HCSD; 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 HCSD shall assist with litter pickup of the area during and after usage of specified fields and park facilities. HCSD will provide their own trash removal or pay a \$100 fee to cover the cost of additional trash hauling.
6. The HCSD shall submit any proposals for field improvements to the TOWN by October 1<sup>st</sup> 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 HCSD. 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 HCSD shall assist in funding within its means at a dollar amount that is mutually agreed upon in writing by both the TOWN and HCSD.
7. The HCSD 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 HCSD 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 HCSD in writing what such standards are, and the HCSD 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 HCSD 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 HCSD 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 HCSD and any contract vendors HCSD 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 HCSD, its members, guests, and invitees, and anyone directly or indirectly employed by the HCSD 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

\_\_\_\_\_  
Michael Giruzzi  
HCSD Director of PE/Athletics

\_\_\_\_\_  
Date

## **AGREEMENT FOR USE OF FIELDS FOR ROCHESTER LADY LIONS SOFTBALL**

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 Lady Lions Softball, hereinafter referred to as the “Lady Lions Softball”:

WHEREAS, the TOWN and the Lady Lions Softball 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 #3, #4, #5 & #8) at the Parma Town Park by the Lady Lions Softball during the Premier Girl’s Fast-pitch Tournament on the specified dates of September 26<sup>th</sup> and 27<sup>th</sup> (and potential rain dates as approved by the Director of Parks and Recreation) . The Lady Lions Softball 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 Lady Lions Softball 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 Lady Lions Softball 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 Lady Lions Softball 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 Lady Lions Softball shall pay to the TOWN \$200.00 per specified date (two dates) for a grand total of \$400.00 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 Lady Lions Softball and from the TOWN shall jointly inspect the fields before and after the games for wear and tear or damage, and the Lady Lions Softball 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 Lady Lions Softball; 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 Lady Lions Softball shall assist with litter pickup of the area during and after the tournament. Lady Lions Softball will provide their own trash removal or pay a \$100 fee to cover the cost of additional trash hauling.
6. The Lady Lions Softball agrees to reimburse the TOWN for the cost of any park septic system pumping needed during the tournament that is deemed excessive to usual pumping, and the TOWN shall submit to the Lady Lions Softball 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 \$0-\$1,500.
7. The Lady Lions Softball 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 Lady Lions Softball 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 Lady Lions Softball Tournament. If Lady Lions Softball 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 Lady Lions Softball 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 Lady Lions Softball'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.

8. The Lady Lions Softball shall submit any proposals for field improvements to the TOWN by October 15<sup>th</sup> 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 Lady Lions Softball. 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 Lady Lions Softball shall assist in funding within its means at a dollar amount that is mutually agreed upon in writing by both the TOWN and Lady Lions Softball.
9. The Lady Lions Softball 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 Lady Lions Softball 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 Lady Lions Softball in writing what such standards are, and the Lady Lions Softball 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.
10. The Lady Lions Softball 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 Lady Lions Softball 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.
  11. To the fullest extent permitted by law, the Lady Lions Softball and any contract vendors Lady Lions Softball 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 Lady Lions Softball, its members, guests, and invitees, and anyone directly or indirectly employed by the Lady Lions Softball 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.
  12. The Lady Lions Softball 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 Lady Lions Softball

\_\_\_\_\_  
 Date

## **DRAFT RESOLUTIONS**

### **APPOINTMENT TO TOWN JUSTICE**

Motion to appoint \_\_\_\_\_ to the position of Town Justice effective May 1, 2015 and through December 31, 2015.

### **APPOINTMENT TO BOARD OF ASSESSMENT REVIEW**

Motion to appoint \_\_\_\_\_ as a member of the Board of Assessment Review effective immediately and to run through September 30, 2015.