

Parma Town Board meeting held on Tuesday, February 5, 2013 at the
Parma Town Hall, 1300 Hilton Parma Corners Road, Hilton, New York.

ATTENDANCE

Supervisor	Carm Carmestro
Councilperson	James Smith
Councilperson	Gary Comardo
Councilperson	James Roose
Councilperson	Tina Brown
Highway Supt.	Brian Speer
Recreation Director	Steve Fowler
Building Inspector	Jack Barton

OTHERS IN ATTENDANCE

Recreation Commissioners Dave Tresholavy and Al Howe, Finance Director Mary Gavigan, Kenneth Mullen, Anne Dugan, John Duggan, Tammy Mullen, Helen Ives, Carol Kluth, Mike Weldon, Kenneth Gavigan, Fritz Gunther, Dean Snyder, John Frillici, Village Trustee Larry Speer, Court Officer Attendant Joseph Silivestro and other members of the public.

CALL TO ORDER

Supervisor Carmestro called the meeting to order at 6:30 p.m. and lead those present in the Pledge of Allegiance to the Flag, followed by a moment of silence. Emergency exit procedures were noted.

PUBLIC FORUM

Supervisor Carmestro asked if there was any citizen present who would like to address the Town Board on any topic not on the agenda.

Dean Snyder addressed the Town Board regarding the results of the State Comptroller's audit. He stated concerns that the taxpayers have been charged too much; that balances should have gone to the highway department and did not; questioned why the Library was allowed to carry such a large fund balance; and wanted to know how the audit report issued at the time of the primary did not identify these issues and felt the report was misleading. He asked the Town Board to clarify what has occurred; explain how the Board expects to go forward to regain the trust of the taxpayers and how appointing a highway superintendent would change this. He would appreciate any explanation.

Councilperson Smith explained that it has been the philosophy of the Town Board since he has been on the Board that we pay as we go. This has allowed the Town to fund projects including the recent bridge work and will cover the cost for the needed septic

system replacement and the Town's portion of the Joint Salt Shed project with cash rather than borrowing and incurring the additional expense associated with that. The approach has not been doing it now and worry about paying it later.

The Library Board has saved money each year with the hope to have a new building. Their fund balance was moved to another fund for capital improvements the next year but this was not noted in the audit. The Town Board does not control the Library Board.

This the first audit of this kind done for the Town by Albany. The report is how they would like us to do business. They want to see funds over here rather than there. This discussion has taken place many times regarding the Highway Department specifically as to how it relates to the winter and summer work. In the winter the variable costs are primarily fuel and salt and the fixed costs are the employees and equipment. There are three entities that help pay for this: State, County and Town. Expenditures are anticipated as best they can be based on the prior year. During the summer we have the same fixed expenses for employees and equipment. What we have seen is a decline in the work Parma does for the County and the work to be done for other groups. We have more resources than work to be done and that is the gap in the budget. The question has been raised can the Highway Department bring in revenue from other sources. Supervisor Carmestro noted work from the Town as a source. By doing so, the revenues that have been anticipated would be filled. The Town Board has funded the gap but not at the time of the budget process.

Mr. Snyder asked why if the cash is available do we not tax what the expenses are. He felt the Town is borrowing money from the taxpayer and questioned if that was fair.

Councilperson Smith noted the fund balances are lower now than at any time since he has been a Board member. This is because we have funded the losses in the Highway Department and other projects. Areas that are unknown such as health insurance and pension costs are a concern because they continue to increase faster than the 2% tax cap., eventually, there will be little or no fund balances and then the tax rate will have to be raised and we might have to vote ourselves out of the tax cap.

Councilperson Roose stated that he would not want to have to go out to bond projects and then the hit to taxpayers would be larger. By not doing so we have reduced costs. He noted that none of the Board members have finance degrees and they have to make the best choices based on the recommendations and information given. He felt it was incorrect to say that we are misleading the public. Parma provides one of the best budgets and our taxes are lower than most towns in Monroe County.

Mr. Snyder indicated that an accountant should be brought in to review the finances. It was responded that the Town is in the process of getting quotes for this now.

Al Howe stated that he read the report and has a different perspective on it. He noted he is in his eighties and is conservative in nature. He felt you should put money aside to pay for things. The mindset of Albany is to borrow rather than save to pay for what you need and the audit reflects that. He would rather see a surplus so you can pay as you go. He commended the Town Board for using good judgment and not borrowing.

John Duggan stated he is a past Commissioner of the Hilton Parma Fire District and that the fire districts are required to have an annual audit of their books and do so. He felt the Town should do so. He inquired what the legal amount for a fund balance should be. The State guidelines are 25% of appropriations. Supervisor Carmestro noted again that the Town is in the process of getting quotes for an audit.

Supervisor Carmestro asked if there was anyone else who wished to address the Town Board. There was no response.

MINUTES – JANUARY 15, 2013

RESOLUTION NO. 56-2013 Motion by Councilperson Brown, seconded by Councilperson Smith, to accept the Minutes of the January 15, 2013 meeting.

Motion carried: Aye 5 Nay 0

TOWN CLERK REPORT

The Town Clerk and the VFW Summary Report for January have been submitted for Board review and filed. The Historian and Curator's Reports for 2012 have been received and filed. The full amount of taxes for the Town of Parma's share has been turned over to the Supervisor and payments have begun to Monroe County. Notices have been received and posted from the Town of Greece regarding proposed changes to their Town Code and a request for a special use permit for a daycare and school age child care center at 1030 Manitou Road. Retirement time tracking packets have been provided to elected and appointed officials not on the time clock system.

HIGHWAY DEPARTMENT REPORT

Supt. Speer provided a summary sheet on the 2012-13 State Snow and Ice Agreement. It showed a decrease of \$32,026 since last year and comparison of DOT payments to the Town's costs for the past three years. This amount has been going down each year as the State is looking at how much it is paying for these services. Supt. Speer did not think it would affect this year's budget. The yearly amendment to the agreement was received just prior to the meeting and it was felt the Board would like time to review the agreement and will address at the next Town Board meeting.

Supt. Speer reported on the status of the Supplemental Agreement to Collamer Road over West Creek Bridge Replacement Project. Back in the fall it was reported that a change to the project was expected to cost \$135,000. The actual additional cost came down to \$48,000. In addition the Genesee Transportation Council has approved additional funding. He expects the most the Town will have to pay is \$2,400.

The department was able to help the Village with use of Town equipment and a trench box from the Town of Chili to assist with a storm sewer problem at Cedar Terrace.

Supt. Speer reported there has been \$18,000 in overtime, 18,705 miles driven including the pickup truck patrols, 2461 ton of salt used of which 1,500 ton was from last year. There has been 900 ton of salt purchased this year.

RECREATION DEPARTMENT REPORT

Mr. Fowler had nothing specific to report. Supervisor Carmestro noted there had been research done on the purchase of a new 12 passenger van for the Recreation Department. The vehicle they would like to purchase is under state contract through Van Bortel Ford. Mr. Fowler explained the vehicle is used to haul equipment and transport passengers and was designated for replacement in 2013. The state contract price is about \$22,000 and the manufacturer list is about \$32,000. The specifics will be provided at the next Town Board meeting.

BUILDING DEPARTMENT REPORT

Mr. Barton reported that the Building Department Report for January has been submitted. The department as a whole did 120 inspections in January.

Supervisor Carmestro and Mr. Barton attended a meeting last Tuesday at the Town of Clarkson regarding the creation of a water line for the property owners on the south end of Clarkson Parma TL Road between Ridge Road and Peck Road. There were 7-10 property owners present. There were many questions and it was felt another notice would be sent with more particulars. A petition from the property owners will be needed along with a map plan and report. Clarkson has twenty-seven parcels and Parma has seven. The well water is of poor quality and some owners purchase truckloads of water.

Notices were sent to Parma residents on the west side of Manitou Road regarding a notice received from the Town of Greece for the operation of a daycare and school age child care center. The properties on the Parma side are residential and on the Greece side they are proposing a commercial use.

There are six applications in front of the Zoning Board this month. The Monroe County Planning and Development training sessions for Boards has been reduced to three this year. The first is March 5th which he would like to attend to see what the Boards will be getting for training. It also happens to be a Town Board meeting night so he will not be here for the meeting.

BUSINESS ITEMS

CYCLOCROSS EVENT

Councilman Smith reported a request has been received for use of the Town Park on Sunday, September 8, 2013 for a cyclocross event. He has communicated to the Raiders football organization about not scheduling games for that day. There was discussion on the need to get a specific contract with them. It was felt this was necessary as there are

liability issues and the requirements for having food. It was noted the event has raised money in the past and there will need to be monitoring of the septic and trash.

AUTHORIZATION FOR CYCLOCROSS EVENT

RESOLUTION NO. 57-2013 Motion by Councilperson Smith and seconded by Councilperson Brown, to authorize use of Town Park facilities on September 8, 2013 for the Parma Cyclocross event and to have an agreement in place for this event.

Motion carried: Aye 5 Nay 0

LEASE AGREEMENT FOR RECREATION DEPARTMENT WITH THE VILAGE OF HILTON

Supervisor Carmestro noted the lease is very reasonable. Councilperson Smith inquired of Mr. Fowler if it will meet the department's upcoming needs and he indicated it did. Councilperson Brown reviewed highlights of the lease agreement and the following resolution was made.

RESOLUTION NO. 58-2013 Motion by Councilperson Brown and seconded by Councilperson Comardo, to enter into a lease agreement between the Town of Parma and the Village of Hilton for rental space for use by the Recreation Department.

Motion carried: Aye 5 Nay 0

JOINT SALT STORAGE SHED

Supervisor Carmestro noted there were four items to be addressed regarding the Joint Salt Shed Project. The bids were opened in January, reviewed by the team and LaBella, and their recommendations were reviewed at the last Town Board meeting.

AWARD BID FOR CONSTRUCTION OF INTER-MUNICIPAL SALT STORAGE FACILITY

General Construction Bids

Gudabri, Inc.	\$546,038.12
Park Lane	\$694,404.00
LeFrois	\$744,651.00

Recommendation:

- Accept the low bid from Gudabri, Inc.
- References verified
- Bid Bond provided

RESOLUTION NO. 59-2013 Motion by Councilperson Roose, seconded by Councilperson Smith, to award the bid of \$546,038.12 for construction costs of

the Inter-municipal Salt Storage Facility to the low bidder, Gudabri, Inc., per the bid specifications.

Motion carried: Aye 5 Nay 0

**REJECT THE ELECTRICAL AND SITE WORK BIDS FOR
CONSTRUCTION OF INTER-MUNICIPAL SALT STORAGE FACILITY**

Electrical Bids

Concord Electrical Corp	\$11,900
Park Lane Construction	\$18,000
Gudabri, Inc.	\$19,800

Site Work Bids

Pro Construction	\$128,250
American Paving	\$139,000
Lefrois Builders	\$165,920
Gudabri, Inc.	\$188,000

Recommendation:

- Reject all bids

Cost saving alternative:

- Village and Town Highway Departments will do the site work at an estimated cost of \$53,000
- Village and Town Highway Departments to do the electrical work with the electrician used by the Town and the Village for an estimated cost of \$9,000

RESOLUTION NO. 60-2013 Motion by Councilperson Comardo, seconded by Councilperson Brown, to reject all bids received for the electrical and site work for the Inter-municipal Salt Storage Facility and to authorize the Town of Parma Highway Department and the Village of Hilton Department of Public Works to do the electrical and site work as specified in the bids specifications for the Inter-municipal Salt Storage Facility.

Motion carried: Aye 5 Nay 0

**INTER-MUNICIPAL AGREEMENT
FOR CONSTRUCTION OF JOINT SALT STORAGE FACILITY**

RESOLUTION NO. 61-2013 Motion by Councilperson Smith, seconded by Councilperson Roose, to enter into an inter-municipal agreement between the Town of Parma, Village of Hilton, Hilton Central School District and the Hilton Parma Fire District for the construction of a joint salt storage shed.

Motion carried: Aye 5 Nay 0

See Schedule A at end of minutes

**INTER-MUNICIPAL AGREEMENT - IMPROVEMENT OF STORM SEWER
ON THE NORTHSIDE OF GROVE STREET**

RESOLUTION NO. 62-2013 Motion by Councilperson Brown, seconded by Councilperson Comardo, to enter into an inter-municipal agreement for the installation of the storm sewer along the rear property lines of the Grove Street residents up through the highway department parking lot to improve drainage on the north side of Grove Street and on the Town of Parma's Highway Department property at 100 Henry Street.

Motion carried: Aye 5 Nay 0

See Schedule B at end of minutes

Village Trustee Larry Speer reported the Village Board approved both inter-municipal agreements at their meeting tonight.

PLANNING AND ZONING BOARD MEMBER TRAINING HOURS

Mr. Barton had provided the Town Board with a list of the training hours completed by Board members who were unable to complete the entire number of hours required this year. The main reason was that a training class in the fall was unable to be scheduled with the attorneys that presented last June. Mr. Barton will attempt to schedule another class before spring.

RESOLUTION NO. 63-2013 Motion by Councilperson Roose, seconded by Councilperson Comardo, to waive the four hour required training for 2012 for the following board members:
Planning Board - Tod Ferguson, Robert Pelkey, Michael Reinschmidt
Zoning Board of Appeals - Veronica Robillard, Dean Snyder, Jim Zollweg

Motion carried: Aye 5 Nay 0

MISCELLANEOUS

Village Trustee Larry Speer reported the Village also approved the agreements on the Joint Salt Shed and noted the cooperation for use of Town equipment used to resolve the sewer problem. It has been repaired and is being backfilled.

TRANSFERS

TRANSFERS			Feb-12			
ACCT #	FROM DESCRIPTION	AMT.	ACCT #	TO DESCRIPTION	AMT.	REQUESTED
AOO3.909	UNAPPROPRIATED FUND	72,818.00	AOO409559900	APPROPRIATED FUND BAL	72,818.00	GAVIGAN.
DAO3.909	UNAPPROPRIATED FUND	85,000.00	DAO409559900	APPROPRIATED FUND BAL	85,000.00	GAVIGAN.
BOO3.909	UNAPPROPRIATED FUND	185,512.00	DBO409559900	APPROPRIATED FUND BAL	185,512.00	GAVIGAN.

RESOLUTION NO. 64-2013 Motion by Councilperson Smith, seconded by Councilperson Roose, to approve transfers from unappropriated fund accounts to appropriated fund balance accounts as submitted.

Motion carried: Aye 5 Nay 0

AUTHORIZATION FOR ACCOUNTING AUDIT SERVICES

RESOLUTION NO. 65-2013 Motion by Councilperson Comardo, seconded by Councilperson Brown, to authorize Hungerford Vinton, LLC to complete the Annual Financial Update Document (AUD) for the year ended 2012 at a charge of \$750 and perform the Annual Checklist Review of the Justice Court Records for the year ended December 31, 2012 at a charge of \$100.

Motion carried: Aye 5 Nay 0

Supervisor Carmestro noted that the Town Board will be entering into an executive session at the end of the meeting and there would be no further business conducted after they come out.

LIAISON REPORTS

** Councilperson Brown reported during the Recreation Commission meeting there was discussion on the Town Park gates being locked during the first and second week of January. Councilperson Smith responded that the first time there was a snow event and as discussed previously the gates would be locked as Park staff would not be plowing park roads and parking lots as they do not want people to get stuck. On the second weekend the gatekeeper was a no show. Councilperson Smith is following up on this.

The Court Officer Attendants will need to purchase new batons required for their duties in the Justice Court. Supervisor Carmestro noted Joe Silivestro has researched if there was an outlet for the previously used batons but there is not. It is mandated that Officers be trained on their use and there is no training offered for the baton they have used in the past. Therefore, new ones are needed so they can be certified.

AUTHORIZE PURCHASE OF BATONS

RESOLUTION NO. 66-2013 Motion by Councilperson Brown, seconded by Councilperson Comardo, to authorize the purchase of batons for the Court Officer Attendants of the Parma Justice Court for \$750.

Motion carried: Aye 5 Nay 0

There was nothing to report regarding Dog Control.

**Councilperson Comardo had nothing to report.

**Councilperson Smith reported he has completed the agreement for the Cyclocross event.

HAYLO TOURNAMENT - 2013

RESOLUTION NO. 67-2013 Motion by Councilperson Smith, seconded by Councilperson Roose, to approve the use of fields at Town Hall Park for the Hilton Area Youth Lacrosse Organization (HAYLO) lacrosse tournament on June 9, 2013.

Motion carried: Aye 5 Nay 0

The group also inquired if they could use a gator during the tournament. There was discussion on staying consistent with the earlier decision not to allow others to use and whether it would be alright for them to bring their own on site. It was agreed that the Town's gator would not be available for use and that they could bring their own on site if it is properly insured and the Town of Parma is listed as additional insured.

Disc Golf Event - A request has been received to hold a disc golf tournament on March 30th. He has several concerns. He noted that they will be charging for the event, he would like more information on times, insurance and if the weather is bad the gates would not be open so there would be a need to bring in staff. He will address this with the requester and have an update for the next meeting.

Skateboarding Event - A request has been received to hold a cross country style skateboarding event the last weekend in May. Councilman Smith felt it would be necessary to shut down the Park for safety reasons. The Board felt more information was needed. If Mr. Shadders would like to provide more information, the Board would be happy to have him come to a future Town Board meeting to discuss further.

AUTHORIZE PURCHASE OF SALT SPREADER

RESOLUTION NO. 68-2013 Motion by Councilperson Smith, seconded by Councilperson Comardo, to approve the purchase of a salt spreader for \$1,400 by the Parks Department.

Motion carried: Aye 5 Nay 0

Mowers - Councilman Smith reported the Parks Department would like to replace the Zero Turn mower. There was over \$1,000 spent on maintenance last year and the frame has been welded. He noted that this mower is \$12,000 on state bid and he will be bringing this to the Board for the next meeting. They also feel the wide area (gang) mower needs to be replaced. This mower is over ten years old and over \$10,000 was spent in repairs last year. They expect the expense will be the same for the upcoming

year and have been told that it is the only one left in the area that still has a diesel engine. The estimated cost for a new mower is \$85,000. Discussion included purchasing multiple smaller mowers, the gang mower covers 5 times the mowing width of the smaller mowers, and looking at what would be the most practical use of manpower and equipment.

Councilperson Brown inquired about the Hilton Heat schedule. Councilperson Smith responded the he only had the tournament dates and the schedules are probably not established yet.

**Councilman Roose reported there was one site plan approval given and the second one was tabled.

ENTER INTO EXECUTIVE SESSION

RESOLUTION NO. 69-2013 Motion by Councilperson Smith, seconded by Councilperson Comardo, to enter into Executive Session to discuss pending litigation.

Motion carried: Aye 5 Nay 0

There was a short recess while people exited the meeting. The Board entered into Executive session at 7:45 p.m.

CLOSE EXECUTIVE SESSION

RESOLUTION NO. 70-2013 Motion by Councilperson Smith, seconded by Councilperson Comardo, to close the Executive Session at 10:00 p.m. and return to regular session.

Motion carried: Aye 5 Nay 0

There being no further business before the Town Board, Councilperson Comardo made a motion to adjourn the meeting at 10:00 p.m., seconded by Councilperson Brown.

Respectfully submitted,

Donna K. Curry
Parma Town Clerk

Schedule A

INTERMUNICIPAL AGREEMENT

AGREEMENT made this _____ day of _____, 2012 by and between the TOWN OF PARMA, a municipal corporation having offices at 1300 Hilton Parma Corners Road, Hilton, New York (hereinafter the "Town"), the VILLAGE OF HILTON, a municipal corporation having offices at 59 Henry Street, Hilton, New York 14468 (hereinafter the "Village"), the HILTON CENTRAL SCHOOL DISTRICT, a municipal corporation having offices at 225 West Avenue, Hilton, New York (hereinafter the "School District", and the HILTON PARMA FIRE DISTRICT, a municipal corporation having offices at 120 Old Hojack Lane, Hilton, New York (hereinafter the "Fire District").

WHEREAS, the Town and Village are responsible for the clearing of snow and ice from roads and public areas in their respective municipalities; and

WHEREAS, the Town and the Village are required to obtain and store road salt in furtherance of said responsibility; and

WHEREAS, the School District is responsible for the clearing of snow and ice from property it maintains and the School District utilizes road salt provided by the Town in the furtherance of said responsibility; and

WHEREAS, the Fire District is responsible for the clearing of snow and ice from its property and the Fire District utilizes both road salt and labor provided by the Town and the Village in furtherance of said responsibility; and

WHEREAS, the Town, Village, School District and Fire District have each determined it to be in their respective best interests and the best interest of their residents to provide for the centralized storage of road salt for their mutual use and benefit.

NOW, THEREFORE, in furtherance of the provisions of New York State General Municipal Law Article 5-G and in consideration of the premises and the mutual promises and understandings contained herein it is agreed as follows:

1) The Town agrees to fund and construct a salt storage building, for the purpose of storing road salt, to be completed on or before July 1, 2013 and which building shall be located at #100 Henry Street on property owned by the Town and which, for the duration of this Agreement, shall at all times be titled to the Town, subject to the rights and responsibilities set forth in this Agreement.

000032-000025 - Intermunicipal Agreement (Salt Storage Building)

2) Said storage building shall be sufficient to serve the needs of the Town, Village, School District and Fire District for the storage and use of road salt and the location, design, and cost of such storage building shall be agreed upon in advance by the Town, Village, School District and Fire District.

3) Upon the Town completing the construction of such storage building in furtherance of this Agreement, the Fire District shall pay to the Town the amount of Ten Thousand Dollars (\$10,000.00), said amount which shall be provided to the Town as reimbursement of a portion of the cost of such construction and providing of services to the Fire District.

4) Upon completion of construction, the Village shall pay to the Town an amount equal to ten percent (10%) of the remaining cost of construction of said storage building (i.e after reduction of the cost by the payment from the Fire District as set forth in paragraph 3 above) and the School District shall pay to the Town an amount equal to ten percent (10%) of said remaining cost of construction of said storage building, and the Town shall be responsible for eighty percent (80%) of the remaining cost of construction of said storage building. Such payments shall be conditioned upon the approval by the Village and the School District respectively of all costs of construction toward which they are to contribute.

5) Throughout the term of this Agreement and any extension or renewal thereof, the Town shall be responsible for the maintenance and upkeep of said storage building, for the cost of any utilities servicing the storage building and for all reasonably necessary security for the storage shed and environs. At all times throughout the term of this Agreement or any extension thereof, the Town shall be obligated to keep said storage building in good repair and fully serviceable for the intended purpose of the building.

6) Notwithstanding the foregoing, the Village and the School District shall each be responsible for ten percent (10%) of the cost of painting of the storage building, of maintaining, repairing or replacing the roof and/or of maintaining, repairing or replacing the concrete floor of said storage building, subject to the provisions of paragraph 7 hereinafter.

7) The obligation of the Village and/or the School District for contributing to the cost of any painting of the storage building, to maintain, repair or replace the roof of the storage building and/or to maintain, repair or replace the concrete floor shall be subject to and conditioned upon the prior written approval of the Village and the School District respectively. If the Town, Village and School District do not all approve of any such painting or any such roof or floor maintenance, repair or replacement, such painting, roof maintenance, repair or replacement or floor maintenance, repair

or replacement will nevertheless be undertaken if any two (2) of the three (3) parties approve, which shall be deemed as if approved thereof of all three (3) parties.

8) Risk of loss or damage to the storage shed and liability for occurrences on the property on which the storage building is located shall be assumed solely by the Town. For the duration of this Agreement and any renewal or extension thereof as provided for hereinafter, the Town, at its sole cost, shall keep the storage building insured against loss and other liability occurring on the property, at levels to be agreed upon by at least annually by the Town, Village and School District and the Village and School District shall be named as additional loss payees as their interests may appear.

9) For the duration of this Agreement and any renewal or extension thereof as provided for hereinafter, the Town shall be responsible for purchasing and storing road salt in said storage building in sufficient amounts to serve the needs of the parties hereto at all times. Upon request by the Town, each party shall provide the Town with projections of its anticipated annual needs for road salt.

10) For the duration of this Agreement or any renewal or extension thereof as provided for hereinafter, the Town, Village and School District shall each be entitled and permitted to utilize road salt from said storage building and shall reimburse the Town for the cost of road salt used on a "per scoop" basis, based on the cost paid by the Town for the salt being used. The Town shall be responsible for accounting for the road salt used by each party and shall invoice each party on a monthly basis for salt usage. Each party shall reimburse the Town for salt usage with thirty (30) days of receipt of such invoice.

11) For the duration of this Agreement or any renewal or extension thereof as provided for hereinafter, the Town agrees to clear snow and provide and distribute road salt on the property currently owned and maintained by the Fire District in all winter seasons commencing in even numbered calendar years and concluding in odd numbered calendar years, and the Village agrees to clear snow and provide and distribute road salt on the property currently owned and maintained by the Fire District in all winter seasons commencing in odd numbered calendar years and concluding in even numbered calendar years. For purposes of this Agreement, a winter season shall be defined as November 1 until March 31 of the following year.

12) The Town, Village and School District shall each be liable for any damage to the storage building which may result from the negligent or intentional acts of its employees, agents or contractors and each shall indemnify the other with respect thereto.

13) The Town, Village and School District 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, except as a result of any breach of this Agreement or as a result of the negligent or intentional actions of its own employees, agents or contractors. The Town, Village and School District shall each indemnify and save the others 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 legal 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 breach of this Agreement or the acts or omissions of its employees, agents or contractors, 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.

14) Each municipality shall remain fully responsible for its own employees, agents and contractors who may utilize, operate, visit, service or otherwise be involved with said storage building in furtherance of this Agreement, including any obligations for salary, benefits, worker's compensation and the like.

15) The term of this Agreement shall be five (5) years from the date of execution, shall be deemed renewed on the same terms for five (5) successive terms of five (5) years thereafter unless any party hereto shall notify the others in writing no less than two (2) years prior to the expiration of any term that it elects to terminate this Agreement at the end of that term, in which event this Agreement shall terminate at the end of such term. A termination of this Agreement by the Town as provided for herein shall be deemed a termination of this Agreement with respect to all parties. Should the Town so terminate this Agreement prior to the expiration of the fifth extension term, the Town shall pay to the Village an amount equal to 17% of the amount paid to the Town by the Village pursuant to paragraph 4 above for each of the aforesaid five (5) extension terms that are terminated, and the Town shall pay to the School District an amount equal to 17% of the amount paid to the Town by the School District pursuant to paragraph 4 above for each of the aforesaid five (5) extension terms that are terminated, and the Town shall pay to the Fire District the amount of \$1,700.00 for each of the aforesaid five (5) extension terms that are terminated, said amounts to be paid upon delivery of the notice of termination. Should the Village, School District and/or Fire District terminate this Agreement, the terminating party shall not be entitled to any reimbursement from the Town and such termination shall be deemed a termination only with respect to the party or parties so terminating but this Agreement and any extension thereof shall continue in full force and

effect with respect to the remaining parties. 16) Except as set forth hereinabove, upon the termination of this Agreement or any renewal or extension thereof, none of the parties shall have any further responsibility or obligation to each other and, the storage building shall belong solely to the Town and the Town shall have sole rights and responsibilities with respect thereto.

17) 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.

TOWN OF PARMA

Dated: _____

BY: _____

VILLAGE OF HILTON

Dated: _____

BY: _____

HILTON CENTRAL SCHOOL DISTRICT

Dated: _____

BY: _____

HILTON PARMA FIRE DISTRICT

Dated: _____

BY: _____

SCHEDULE B

INTERMUNICIPAL AGREEMENT

AGREEMENT made this 5th day of February, 2013 by and between the TOWN OF PARMA, a municipal corporation having offices at 1300 Hilton Parma Corners Road, Hilton, New York (hereinafter the "Town"), and the VILLAGE OF HILTON, a municipal corporation having offices at 59 Henry Street, Hilton, New York 14468 (hereinafter the "Village").

WHEREAS, the Town and Village have each determined it to be in their respective best interests to improve the drainage on the north side of the of Grove Street and on the Town's Highway Department property at #100 Henry Street,

NOW, THEREFORE, in furtherance of the provisions of New York State General Municipal Law Article 5-G and in consideration of the premises and the mutual promises and understandings contained herein it is agreed as follows:

- 1) The Town and Village agree to jointly install both an 18" and a 12" storm sewer, as per Schedule A attached hereto, to be completed on or before July 1, 2013.
- 2) The costs for said storm sewer shall be agreed upon in advance by the Town and Village.
- 3) Upon completion of construction, the Village shall pay to the Town an amount equal to fifty percent (50%) of the cost of construction of said storm sewer
- 4) The Town shall be responsible for the maintenance and upkeep of said storm sewer and shall be obligated to keep said storm sewer in good repair and fully serviceable for the intended purpose.
- 5) The Town and Village 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, except as a result of any breach of this Agreement or as a result of the negligent or intentional actions of its own employees, agents or contractors. The Town and Village shall each indemnify and save the others 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 legal 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 breach of this Agreement or the acts or omissions of its employees, agents or contractors, 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.

6) Each municipality shall remain fully responsible for its own employees involved with said storm sewer construction including any obligations for salary, benefits, worker's compensation and the like.

7) 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.

TOWN OF PARMA

Dated: _____ BY: _____

VILLAGE OF HILTON

Dated: _____ BY: _____
