



TOWN OF PARMA

1300 Hilton-Parma Road
P.O. Box 728
Hilton, New York 14468
(585) 392-9461
Fax (585) 392-6659

TOWN BOARD MEETING
January 17, 2017
6:30 P.M.

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

Minutes of January 3, 2017 Town Board Meeting
Town Clerk Report
Highway Superintendent Report
Building Inspector Report
Parks and Recreation Director Report
Miscellaneous Reports

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

BUSINESS ITEMS:

1. Lease Dog Kennel Contract – Town of Hamlin
2. Intermunicipal Agreement Dog Control Services – Town of Hamlin
3. Budget Transfers
4. US Communities Government Purchasing Alliance Registration
5. 2017 Hilton Heat Westside Invitational Soccer Tournament Use Agreement
6. 2017 Fanconi Anemia 5K Park Use Agreement
7. Board of Assessment Review
8. Attorney for the Town Addition– Kennedy and Schum
9. Introduction Proposed Local Law 1-2017 – Set Public Hearing Date
10. Miscellaneous

INFORMATIONAL ITEMS:

1. Miscellaneous

LIAISON REPORTS:

WARRANT: AOO General Fund BOO Part Town DAO Highway Townwide
DBO Highway Part Town TAO Trust & Agency

ADJOURNMENT:

LEASE AGREEMENT FOR KENNEL FACILITIES

LEASE AGREEMENT, made this 17th day of January 17, 2017 by and between the TOWN OF PARMA, a municipal corporation in the State of New York, having its office and principal place of business at 1300 Hilton Parma Corners Road, Town of Parma, Monroe County, New York, hereinafter referred to as “Lessee”, and

TOWN OF HAMLIN, having an office and principal place of business at 1658 Lake Road, Hamlin, New York 14464, in the Town of Hamlin, County of Monroe and State of New York, hereinafter referred to as “Lessor”.

WITNESSETH:

WHEREAS, Lessor owns and operates boarding kennel facilities for stray dogs known as Town of Hamlin Boarding Facilities, located at 80 Railroad Avenue, in the Town of Hamlin, County of Monroe and State of New York and

WHEREAS, Lessee desires to rent kennel facilities so that it may maintain a pound or shelter for dogs pursuant to Section 115 of the Agriculture and Markets Law of the State of New York.

THE PARTIES AGREE AS FOLLOWS:

1. Lessor hereby leases to Lessee, for Lessee’s exclusive use, two dog kennels at Town of Hamlin Boarding Facilities.
2. Lessee, Town of Parma Dog Control Officer will use the leased facilities to provide and maintain a shelter or pound for all dogs seized by the Town of Parma in accordance with the provisions of section 115 of the Agriculture and Markets Law.
3. Lessee, Town of Parma Dog Control Officer shall have access to the leased facilities at all times to deliver and pick up seized dogs or redeem previously seized dogs. Lessee, Town of Parma Dog Control Officer in its use of facilities, agrees to adhere to the practices and policies of the Lessor.
4. Lessor shall provide a competent employee to care for the dogs in the leased facilities and shall provide food and water for such animals. Lessor agrees to provide all insurances, maintenance and repair as may be necessary, and shall keep the leased facilities in a clean condition.
5. Residents of lessor, Town of Parma, may surrender dogs to lessee, Town of Hamlin, at no cost to the lessor.
6. The parties agree to comply with all provisions of Article 7 of the Agriculture and Markets Law and with any rules and regulations promulgated pursuant thereto in relation to seizure, holding care and redemption of dogs.
7. The Town of Parma will be responsible for collecting all kenneling fees prior to the dog’s release to the dog owner as well as providing a release form to the dog owner so they may redeem their dog from the Town of Hamlin.
8. The Town of Hamlin will be responsible for collecting all fees for veterinary costs, adoption, spayed and neutered fees from the dog owner.

9. If the dog is not adopted or cannot be placed in a foster home after the hold period, the Town of Hamlin will take the dog to Lollypop Farm. There will be a \$35.00 charge for transporting the dog to Lollypop Farm. The Town of Parma will be responsible for the admittance fee to Lollypop Farm.
10. Lessor agrees to provide to Lessee a monthly report of the number of “dog days” used by lessee during the preceding month. A “dog day” is defined as the use of one kennel by one dog for one day (e.g., one dog held in one kennel for three days equals three “dog days”).
11. Lessee shall pay to Lessor the sum of \$2,000.00 in two payments, \$1,000.00 upon the signing of this contract, and the final payment of \$1,000.00 shall be payable on or about July 1, 2017 by voucher submitted to the Parma Town Board of the Lessee.
12. This agreement shall commence on the 17th day of January 2017 and shall continue through the 17th day of January 2018.
13. This agreement may be terminated by either party upon thirty days written notice to the other party, with monies due or overpaid prorated on a monthly basis to the termination date.

IN WITNESS WHEREOF, the parties have executed this agreement the day and date for above written.

WITNESS:

TOWN OF PARMA

By: _____

James Smith
Town Supervisor

WITNESS:

TOWN OF HAMLIN

By: _____

Eric Peters
Town Supervisor

INTERMUNICIPAL AGREEMENT DOG CONTROL SERVICES
TOWN OF HAMLIN

INTERMUNICIPAL AGREEMENT

This Agreement, entered into by and between the Town of Parma, 1300 Hilton Parma Corners Road, Hilton, New York 14468 (hereinafter "Parma"), and the Town of Hamlin, 1658 Lake Road, Hamlin, New York 14464 (hereinafter "Hamlin").

WHEREAS, the parties, pursuant to General Municipal Law Section 119-0, are authorized to enter into joint municipal agreements to share in their municipal obligations, and

WHEREAS, from time to time, Parma and Hamlin are in need of dog control services on an emergency basis and/or at such times as Parma or Hamlin personnel are unavailable; and

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

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

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

NOW THEREFORE, in furtherance of the provisions of the New York State General Municipal Law Section 5-G and in consideration of the premises and the mutual promises and understandings contained herein, it is hereby agreed by and between the Town of Parma and the Town of Hamlin as follows:

1) Parma agrees to provide Hamlin with qualified personnel to perform dog control services, upon request, on an emergency or as-needed basis as is mutually agreed upon by the parties in accordance with the provisions of this Agreement.

2) Hamlin agrees to provide Parma with qualified personnel to perform dog control services, upon request, on an emergency or as-needed basis as is mutually agreed upon by the parties in accordance with the provisions of this Agreement.

3) Any request from Parma to Hamlin for such services shall be made by the Dog Control Officer of the Town of Parma to the Dog Control Officer of the Town of Hamlin during normal business hours or by notifying the Monroe County 911 center during off hours.

4) Any request from Hamlin to Parma for such services shall be made by the Dog Control Officer of the Town of Hamlin to the Dog Control Officer of the Town of Parma during normal business hours or by notifying the Monroe County 911 center during off hours.

5) Whenever possible, any such request shall be made in writing, either by correspondence, facsimile transmission or email transmission. However, should circumstances necessitate a verbal request to be made, such request shall be confirmed by Parma or Hamlin, in writing, within Twenty-Four (24) hours following the request or, if such request is made on a weekend or holiday, on the next business day following the request.

6) Notwithstanding the foregoing, Parma and Hamlin shall not be responsible for providing such services to each other pursuant to this Agreement if such Parma or Hamlin personnel are unavailable. However, in that event, Parma and Hamlin shall provide such services as soon as reasonably possible.

7) Any Parma or Hamlin personnel who shall provide services for the benefit of Parma or Hamlin pursuant to this Agreement shall at all times be in accordance with any applicable rules and regulations of the State of New York and shall not be inconsistent with the policies or practices employed by Parma or Hamlin.

8) Parma shall be liable for any negligent or intentional acts resulting from the services provided to Hamlin. In the event damages are caused as a result of directions given by Hamlin, then

Parma shall be held harmless by Hamlin. Except as a result of the negligent or intentional actions of Parma personnel, Parma shall not in any event whatsoever be liable for injury or damage to any person or property that occurs in furtherance of or as a result of the within Agreement and the services provided hereunder. Hamlin shall indemnify and hold Parma harmless from and against any and all such liability and damages, and from and against any and all suits, claims, and demands of every kind and nature including reasonable counsel fees by, or on behalf of, any person, firm, association or corporation arising out of or based upon any acts, injury or damage incurred as a result of the acts or omissions of Hamlin, its agents, contractors or employees, which shall or may occur in furtherance of the within Agreement and from and against any matter or thing arising from or in furtherance of the within Agreement

9) Hamlin shall be liable for any negligent or intentional acts resulting from the services provided to Parma. In the event damages are caused as a result of directions given by Parma, then Hamlin shall be held harmless by Parma. Except as a result of the negligent or intentional actions of Hamlin personnel, Hamlin shall not in any event whatsoever be liable for injury or damage to any person or property that occurs in furtherance of or as a result of the within Agreement and the services provided hereunder. Parma shall indemnify and hold Hamlin harmless from and against any and all such liability and damages, and from and against any and all suits, claims, and demands of every kind and nature including reasonable counsel fees by, or on behalf of, any person, firm, association or corporation arising out of or based upon any acts, injury or damage incurred as a result of the acts or omissions of Parma, its agents, contractors or employees, which shall or may occur in furtherance of the within Agreement and from and against any matter or thing arising from or in furtherance of the within Agreement.

10) Each municipality shall remain fully responsible for its own employees compensation, including, but not limited to: salary, benefits and worker's compensation.

11) This Agreement shall be for a term of one (1) year following its execution. However, either party hereto may cancel and terminate this Agreement upon thirty (30) days prior written notice to the other party. However, if either party should elect to so cancel the contract, Parma and Hamlin shall remain obligated to each other for any services provided prior to such termination.

12) It is hereby acknowledged and agreed that the within Agreement has been approved by a majority vote of the governing body of each municipality that is a party hereto.

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

TOWN OF PARMA

Dated:

By: James Smith

TOWN OF HAMLIN

Dated:

By: Eric G. Peters

BUDGET TRANSFERS

BUDGET TRANSFERS			DECEMBER			
FROM			TO			
ACCT #	DESCRIPTION	AMT.	ACCT #	DESCRIPTION	AMT.	REQUESTED
AOO.510.1010.120.00	DEPUTY SUPERVISOR	8,500.00	AOO.510.1010.110.00	BOARD MEMBERS	8,500.00	GAVIGAN
AOO.511.1110.130.00	OFFICE CLERK IV	3,400.00	AOO.511.1110.120.00	COURT CLERK	4,100.00	GAVIGAN
AOO.511.1110.150.00	BALIFF	700.00	AOO.512.1220.110.00	SUPERVISOR	100.00	GAVIGAN
AOO.512.1220.120.00	SECRETARY	100.00	AOO.513.1310.110.00	DIRECTOR OF FINANCE	181.00	GAVIGAN
AOO.513.1310.460.00	CONTRACTED SERVICES	181.00	AOO.513.1320.471.00	AUDITOR	8,750.00	GAVIGAN
AOO.516.1620.441.00	GAS AND ELECTRIC	8,750.00				GAVIGAN
AOO.514.1410.460.00	CONTRACTED SERVICES	600.00	AOO.514.1330.110.00	RECEIVER OF TAXES	119.00	GAVIGAN
AOO.514.1330.410.00	OFFICE SUPPLIES	135.00	AOO.514.1410.110.00	TOWN CLERK	150.00	GAVIGAN
			AOO.514.1410.120.00	DEPUTY CLERK/RECEIVER	27.00	GAVIGAN
			AOO.514.1410.130.00	DEPUTY CLERK	439.00	GAVIGAN
AOO.515.1355.210.00	EQUIPMENT	\$296.00	AOO.515.1355.110.00	ASSESSOR	\$177.00	GAVIGAN
			AOO.515.1355.120.00	ASSISTANT ASSESSOR	\$119.00	GAVIGAN
AOO.516.1620.110.00	LABOR/CLEANING	29.00	AOO.516.1480.110.00	COURIER	29.00	GAVIGAN
AOO.516.1430.463.00	EMPLOYEE HANDBOOK	85.00	AOO.516.1430.462.00	PAYROLL SERVICE	85.00	GAVIGAN
AOO.550.5132.210.00	EQUIPMENT	503.00	AOO.550.5010.110.00	HIGHWAY SUPERINTENDENT	241.00	GAVIGAN
AOO.575.7520.480.00	MISC EXPENSES	27.00	AOO.550.5010.120.00	OFFICE CLERK III	262.00	GAVIGAN
			AOO.575.7510.110.00	HISTORIAN	14.00	GAVIGAN
			AOO.575.7510.120.00	CURATOR	13.00	GAVIGAN
AOO.576.7520.444.00	WATER	13.00	AOO.576.7520.490.00	PROCEEDS	13.00	GAVIGAN
AOO.589.8090.120.00	CONSERVATION BOARD	33.00	AOO.589.8090.110.00	EXEC SEC/CONSERVATION	33.00	GAVIGAN
BOO.515.1355.490.00	BRD OF ASSESSMENT	32.00	BOO.514.4020.110.00	REGISTRAR	32.00	GAVIGAN
BOO.590.9030.810.00	SOCIAL SECURITY	1,172.00	BOO.590.9010.810.00	NYS RETIREMENT	1,172.00	GAVIGAN
BOO.537.3620.130.00	ZONING INVESTIGATOR	125.00	BOO.537.3620.140.00	SECRETARY TO PLANNING	125.00	GAVIGAN
BOO.537.3620.110.00	BUILDING INSPECTOR 1	191.00	BOO.582.8020.110.00	EXEC SEC/PLANNING	191.00	GAVIGAN
BOO.537.3620.410.00	OFFICE SUPPLIES	1,143.00	BOO.537.3620.210.00	EQUIPMENT	13,471.00	SCIBETTA
BOO.582.8020.460.00	CONTRACTED SERVICES	121.00	BOO.537.8389.480.00	OTHER WATER	200.00	SCIBETTA
BOO.537.3620.431.00	BOOKS	1,500.00	BOO.582.8020.475.00	ENGINEERING	121.00	SCIBETTA
BOO.537.3620.443.00	CELL PHONE	827.00				SCIBETTA
BOO.537.3620.451.00	GASOLINE	2,487.00				SCIBETTA
BOO.537.3620.452.00	VEHICLE MAINT	771.00				SCIBETTA
BOO.537.3620.460.00	CONTRACTED SERVICES	1,400.00				SCIBETTA
BOO.537.3620.473.00	LEGAL FEES	2,811.00				SCIBETTA
BOO.537.3620.480.00	MISC EXP	2,732.00				SCIBETTA
DAO.550.5142.461.00	UNIFORMS	874.00	DAO.550.5142.480.00	MISC EXPENSE	874.00	GAVIGAN
AOO.571.7110.110.00	PARKS FOREMAN	234.00	AOO.571.7110.120.00	ASST PARK FOREMAN	150.00	GAVIGAN
AOO.571.7110.160.00	LABORER/GATES	31.00	AOO.571.7110.140.00	GROUNDSPERSON LABORER	115.00	GAVIGAN
AOO.570.7020.120.00	RECREATION SUPERVISOR	1,046.00	AOO.570.7020.110.00	RECREATION DIRECTOR	210.00	GAVIGAN
AOO.570.7610.110.04	VAN DRIVER	746.00	AOO.570.7020.140.00	RECREATION SUPERVISOR	589.00	GAVIGAN
AOO.570.7020.422.00	EQUIPMENT/REPAIR	200.00	AOO.570.7020.150.00	OFFICE CLERK IV	319.00	GAVIGAN
AOO.570.7989.490.06	NUTRITION	171.00	AOO.570.7310.120.02	VACATION CLUB	674.00	GAVIGAN
AOO.570.7020.130.00	RECREATION SUPERVISOR	85.00	AOO.570.7310.494.42	BABYSITTING TRAINING	113.00	GAVIGAN
			AOO.570.7610.490.04	TRIPS	18.00	GAVIGAN
			AOO.570.7620.400.05	OTHER PROGRAMS ADULT	45.00	GAVIGAN
			AOO.570.7310.490.22	SWIMMING	125.00	GAVIGAN
			AOO.570.7310.493.02	VACATION CLUB	155.00	GAVIGAN
		42,051.00			42,051.00	

ASSESSMENT REVIEW BOARD

Motion to approve the appointments to the Town of Parma Assessment Review Board for 2017.

Assessment Review Board
(5 year term)

CURRENT TERM

NEW TERM VOTE

Joseph Reinschmidt

September 30, 2019

James Kibby, Chairperson

September 30, 2016

VOTE 12/31/2021

Jeff Forberg

December 30, 2018

Jim Kesselring

December 30, 2017

Marilyn DeMeyer

December 30, 2020