



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
April 1, 2014
6:30 P.M.

JAMES SMITH
Supervisor

GARY COMARDO
Councilperson

JAMES ROOSE
Councilperson

TINA BROWN
Councilperson

KYLE MULLEN
Councilperson

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

Minutes of March 18, 2014 Town Board Meetings
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. Prepaid Check Approval / Geva Theater Trip
2. Shared Service Agreement / Dog Control
3. Set Public Hearing Date / Right to Farm Law
4. Town Hall Union Contract
5. Apple Fest Equipment Request
6. Speed Limit on Bennett Road
7. Baseball Contract
8. Miscellaneous

INFORMATIONAL ITEMS:

1. Credit Card Information
2. Miscellaneous

LIAISON REPORTS:

ADJOURNMENT:

The Institution is an equal opportunity provider, and employer. To file a complaint of discrimination, write: USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D. C. 20250-9410 or call: (866) 632-9992 (voice) or (800) 877-8339 (TDD)"

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-o, 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.

DRAFT RESOLUTION

BENNETT ROAD – SPEED LIMIT

Motion that the Town of Parma concurs with the Monroe County Transportation Department to establish a speed limit of 45 miles per hour on Bennett Road 0.6 mile south of Curtis Road where the existing 45 mile per hour zone starts to 0.3 mile north of Curtis Road.