



TOWN OF PARMA

1300 Hilton-Parma Road
P.O. Box 728
Hilton, New York 14468
(585) 392-9461
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TOWN BOARD MEETING
November 18, 2014
7:00 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 November 5, 2014 Town Board Meeting
Town Clerk Report
Highway Superintendent Report
Building Inspector Report
Parks and Recreation Director Report
Miscellaneous Report

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

BUSINESS ITEMS:
1. Taser Use Resolution
2. Tax Receiver Bonding and Surety Resolution
3. Gold Prospect Baseball Tournament Contract
4. Change in Dental Coverage
5. Budget Transfers
6. Miscellaneous

INFORMATIONAL ITEMS:
1. Introduction to G.I.S. Meeting
2. Miscellaneous

LIAISON REPORTS:

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

ADJOURNMENT:

"This 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)"

In May of 2012, the Town of Parma re-designated the position of Court Officer Attendants, whom serve the Justice Court in the Town of Parma, as a distinct unit of the Parma Special Police and continue to have the powers and authority of Peace Officers pursuant to New York State Criminal Procedure Law, Section 2.10 (54).

The Town of Parma has permitted a budget for the purchase of uniforms and equipment, and reimbursement of the Court Officer Attendants for any training or ongoing certification required to carry out their duties. And the Justice Court, is requesting the Town Board to authorize the training, implementation, deployment and use of neuromuscular disruption electronic control devices (commonly known as "Taser" devices) by the Court Officer Attendants while they are on duty or participating in a training program with regard to the Taser devices.

The Justice Court has reviewed, approved and implemented the use of Tasers to provide both the community in the Town of Parma; Justice Court staff and other personnel safer alternatives for controlling situations that may develop. The Justice Court has applied for and was awarded a grant from the New York State Department of Criminal Justice Services ("DCJS") for the purchase of Taser devices and reimbursement of the cost for same.

Taser International, Inc. is the sole authorized distributor who manufactures the Taser unit requested to be used by the Court Officer Attendants for all their duties. This would include patrol of the courtroom, courthouse grounds and surrounding perimeter. The Taser devices will be secured in the office of the Justice Court with the Court Clerk at the end of every shift, and are only to be transported away from the courthouse and grounds when a Court Officer Attendant is attending a training program for continued education.

As such I am recommending, the Town Board in the Town of Parma:

- Provide the members of the community and employees of the Justice Court in the Town of Parma, a safe environment to conduct court business, which will in turn promote courtroom decorum and judicial efficiency.
- 1. The Town Board in the Town of Parma does hereby approve, authorize, adopt, and ratify, the purchase and use of neuromuscular disruption electronic control devices (commonly known and referred to in the industry as "Taser" units), including the Taser International X26P manufactured by Taser International, Inc., by the Court Officer Attendants in the Justice Court in the Town of Parma in all training, implementation, deployment, and use while on duty to provide the members of the community and employees of the Justice Court in the Town of Parma, a safe environment to conduct and transact court business and affairs, which will in turn promote courtroom decorum and judicial efficiency.
- And that this Resolution takes effect immediately upon its adoption.

1st and 2nd by _____ and _____

Aye _____ Nay _____

DRAFT RESOLUTION

TOWN CLERK TAX RECEIVER BONDING

Motion to approve the surety form and the amount of the official undertaking for the faithful performance of the duties of the Town Clerk and Receiver of Taxes and Assessments as follows:

Type of Undertaking:	Public Employee Dishonesty
Insurance Policy:	Travelers Insurance Company
Amount:	\$500,000.00

AGREEMENT FOR USE OF FIELDS FOR TEAM VALLE INC. BASEBALL

This agreement, entered into on November 18, 2014 by and between the TOWN OF PARMA, 1300 Hilton Parma Road, Hilton, New York, hereinafter referred to as the “TOWN” and the Team Valle Inc. Baseball, hereinafter referred to as the “Team Valle Inc. Baseball”:

WHEREAS, the TOWN and the Team Valle Inc. 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 26, 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 Team Valle Inc. Baseball during the New York Gold Prospects Tournament on the specified dates (June 26, 27, & 28) from 6/26/15 – 6/28/15 (and potential rain dates as approved by the Director of Parks and Recreation) . The Team Valle Inc. 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 Team Valle Inc. 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 Team Valle Inc. 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 Team Valle Inc. 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 Team Valle Inc. Baseball shall pay to the TOWN \$200.00 per weekend (Fri., Sat., Sun.) date as a contribution toward routine field maintenance in addition to Lions and Lloyd Pavilion reservations, to be paid by June 26 of 2015. Representatives from the Team Valle Inc. Baseball and from the TOWN shall jointly inspect the fields before and after the games for wear and tear or damage, and the Team Valle Inc. 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 Team Valle Inc. 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 Team Valle Inc. Baseball shall assist with litter pickup of the area during and after the tournament. Team Valle Inc. Baseball will provide their own trash removal or pay a \$100 fee to cover the cost of additional trash hauling.
6. The Team Valle Inc. 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 Team Valle Inc. 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 Team Valle Inc. Baseball shall assist in funding within its means at a dollar amount that is mutually agreed upon in writing by both the TOWN and Team Valle Inc. Baseball.
7. The Team Valle Inc. 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 Team Valle Inc. 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 Team Valle Inc. Baseball in writing what such standards are, and the Team Valle Inc. Baseball shall file a copy of its insurance certificate with the TOWN each year, as soon as it becomes available. 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 Team Valle Inc. 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 Team Valle Inc. 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 Team Valle Inc. Baseball and any contract vendors Team Valle Inc. 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 Team Valle Inc. Baseball, its members, guests, and invitees, and anyone directly or indirectly employed by the Team Valle Inc. 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 Team Valle Inc. 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

Dave Valle
Team Valle Inc. Baseball

Date