

# **TOWN OF PARMA**

1300 Hilton Parma Road P.O. Box 728 Hilton, New York 14468 Office (585) 392-9462 Fax (585) 392-6659

TOWN BOARD MEETING JANUARY 3, 2023 6:30 P.M. James Roose Supervisor Linda M Judd Councilperson Tina Brown Councilperson David Ciufo Councilperson Mark Acker Councilperson

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

Minutes of December 20 & 30, 2022 Town Board Meetings Town Clerk Report Highway Superintendent Report Parks and Recreation Director Report Building Inspector Report Library Report

#### **PUBLIC HEARING:**

#### **PUBLIC FORUM:**

#### **BUSINESS ITEMS:**

- 1. Organizational Meeting 2023
- 2. Authorize Supervisor to Sign Contract with MRB
- 3. Local Law for Code Enforcement
- 4. Miscellaneous

#### **INFORMATIONAL ITEMS:**

- 1. EMS Services
- 2. Miscellaneous

#### LIAISON REPORTS:

#### **ADDITIONAL INFORMATION:**

#### **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 (800) 795-3272 (voice) or (202) 720-6382 (TDD)"



# Town of Parma

IT Disaster Recovery Plan



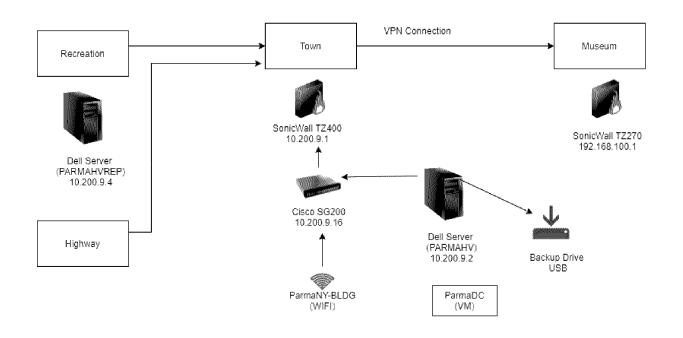
# Information Technology Disaster Recovery Plan

The Disaster recovery plan is a procedure to use to recovery critical systems and infrastructure in the event of an emergency or disaster.

#### **Objectives:**

- To minimize interruptions to the normal operations.
- To limit the extent of disruption and damage. (Reference RTO / RPO)
- To minimize the economic impact of the interruption.
- To establish alternative means of operation in advance.
- To provide for smooth and rapid restoration of service.

Town Of Parma Network Diagram





# Town Of Parma RTO/RPO

#### **Priority Applications/Servers**

List the priority applications/servers that drive your business, the most critical periods when these applications are required and assess the overall impact to your company if you cannot perform these functions.

Two key elements that must be considered within any disaster recovery plan are the:

- **Recovery Time Objective (RTO**): the acceptable amount of time required to recover the business function after an outage. How long can you be down without these applications running?
- **Recovery Point Objective (RPO)**: the time allowed to elapse since the last backup of your data prior to the outage. How much data can you afford to lose?

Applications	RPO	RTO	Server		Current Backu Technology	
Files, DC, Programs	24 Hours	24 hours	PARMADC	High	Windows Backup	N
Hyper-v, Application	24 Hours	24 hours	PARMAHV	High	Windows Backup	Ν
Hyper-v, Applications	24 Hours	24 Hours	PARMAREP	High	Hyper-V Replication	N



# **Backups**

- Windows Backups are preformed daily to attached backup USB drive
- The backups include Parmahv Hyper-V host and Parmadc VM
- The **Parmadc** is replicated with Hyper-V replication to Hyper-V Host **ParmaRep** located in the Recreation department on Henry Street in Hilton.

# **Disaster Recovery Procedure:**

- Spin up Hyper-V Replication VM from **ParmaRep** Server
- Copy data from External Windows Backup drive.
- Contact Dell to replace hardware
- Replace network equipment as required
- Use SSLVPN as needed to remote users into server that are offsite

This document is a live working document. Changes to this document will need to be updated as new hardware and new technologies are added to the infrastructure.

Rev. 1A

## **EMPLOYEE REIMBURSEMENT / CREDIT CARD POLICY**

The Town of Parma authorizes the use of individual store credit cards. The store credit card account will be open with the authorization of the Finance Department.

- Finance office and department heads have custody of the credit cards
- Cards are to be used for purchases related to Town business ONLY
- The original itemized receipt must be attached to a voucher, signed by the department head and submitted for approval by the Town Board at the next bill paying session
- If reimbursement is for more than one person (ex.-two or three individuals attend a luncheon) each person should be noted on voucher and/or receipt.
- Authorized store credit cards are:

VENDOR	CREDIT LIMIT	LOCATION
Lowes Sam's Club	\$8,800.00 \$3,700.00	Parks, Highway Recreation, Finance
Staples	\$3,000.00	Finance
Wegmans	\$2,000.00	Recreation
Home Depot	\$6,300.00	Highway, Parks, Library
Tops	\$1,500.00/Day	Recreation, Parks, Library
Tractor Supply	\$5,000.00	Parks, Highway, Finance

#### \*All CREDIT CARDS ARE KEPT IN LOCKED CABINETS/SAFES WITHIN THE EPARTMENTS\*

Local government officials and employees are prohibited from using government credit cards for making personal charges. All billing statements are to be reconciled to supporting documentation that adequately identifies ALL charges as being valid and proper municipal expenses. Government entity is to seek repayment from those responsible for incurring unauthorized or inappropriate charges.

When an employee makes a purchase related to Town business and pays out of pocket, using cash, personal credit card or store Town Credit Card, they must follow the following procedure for reimbursement:

- Any purchases not for town business will be paid personally by employee
- Any employee personal credit card used for Town purchases will require the same procedures listed above to be followed

### **ONLINE BANKING POLICY**

The designated officials given authority by the Town Board to utilize online transfers of monies are the Town of Parma Finance Director and the Town Supervisor. The designated bank used for electronic banking is Canandaigua National Bank and Key Bank. Online banking is necessary for transferring monies from one account to another. The online banking policy incorporates the following procedures:

- Finance Director and Town Supervisor authorized to initiate transactions
- Printed documentation of transaction to be kept as receipt of transaction
- All transactions are recorded by the Finance Director and recorded in the Town's financial software program, "Incode"
- The Finance Director and Secretary to the Supervisor reviews, reconciles and audits the bank statements monthly.

All Town employees who are involved with the transaction of the Town funds are bonded through the Town's insurance program. This program is reviewed and updated annually.

### **TOWN OF PARMA INVESTMENT POLICY**

#### A. Investment Policy

The objectives of the Investment Policy of the Town of Parma are to minimize risk, to ensure that investments mature when the cash is required to finance operations and to insure a competitive rate of return. The Town Board would like to maximize interest income on all funds not immediately needed for payment of obligations. Investments of excess funds shall be governed by the regulations contained in the Town Law, General Municipal Law and Local Finance Law. The priorities for investment of funds shall be:

- 1. To conform with all applicable federal, state and other legal requirements
- 2. To adequately safeguard principal
- 3. To provide sufficient liquidity to meet all operating requirements
- 4. To obtain a reasonable rate of return

#### B. Delegation of Authority for Investing Town Money

The Town Board delegates the authority to make the day-to-day investment decisions within the guidelines and limitations of this policy to the:

- 1. Town Supervisor as Chief Fiscal Officer
- 2. Director of Finance

#### C. Investment Regulations

The custodial agreement shall provide that securities held by the bank or agent of and custodian for the local government will be separate and apart from the general assets of the custodial bank and will not in any circumstances be co-mingled with or become part of the backing for any other deposit or other liabilities. The agreement should also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

As authorized by General Municipal Law, Section 11, the Town of Parma authorizes the chief fiscal officer to invest monies not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- Certificates of deposit
- Special time deposit accounts
- Obligations of the United States of America
- Obligations of the State of New York

All investment obligations shall be payable of redeemable at the option of the Town of Parma within such times as the proceeds will be needed to meet expenditures for purposes for which the monies were provided and in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the Town of Parma within two years of the date of purchase.

Banks authorized for the deposit of monies up to the following maximum amount are:

Manufacturers & Traders Trust (M&T)	\$8,000,000.00
Canandaigua National Bank	\$3,000,000.00

#### D. Investment Security

The primary objective of this policy is to enhance the safety and availability of any Town funds invested. Regulations of the Federal Deposit Insurance Corporation state that each official custodian of funds of any country, municipality of political subdivision depositing such funds in an insured bank located in the same State shall be insured up to \$100,000.00 for the time and savings accounts per bank and up to \$100,000.00 for demand deposits per bank. (12 Code Federal Regulations Section 330.8)

The Finance Department, with Supervisor's approval should determine on a regular basis whether:

- The transactions are recorded on the books of the custodial bank.
- The proper obligations have been pledged and whenever possible such obligations should be delivered to a bank or trust company other than the institution with which the investment is made.
- The obligations have an adequate market value to cover the deposits/investments.
- The obligations have been segregated either physically or by appropriate book entry.
- The fiscal officer's written consent is required for the release and substitution of the pledged obligations.

#### E. Bonding Policy

All Town employees who are involved with the transactions of the Town funds are bonded through the Town's insurance program. This program is reviewed and updated annually.

# PROCUREMENT POLICIES AND PROCEDURES FOR THE TOWN OF PARMA

This document sets forth the policies and procedures of The Town of Parma to meet the requirements of General Municipal Law, Section 104-b.

#### <u>Purpose</u>

Goods and services which are not required by law to be procured pursuant to competitive bidding must be procured in a manner to assure the prudent and economical use of public monies, in the best interests of the taxpayers, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption. To further these objectives, the Parma Town Board is adopting internal policies and procedures governing all procurements of goods and services which are not required to be pursuant to the competitive bidding requirements of the General Municipal Law, Section 103 or of any other general, special, or local law.

#### Procedures for Determining Whether Procurements are Subject to Bidding

The procedures for determining whether a procurement of goods and services is subject to competitive bidding and documenting the basis for any determination that competitive bidding is not required by law is as follows:

#### Formal Bids – Purchases over \$20,000, \$35,000 for Public Works

General Municipal Law 103 provides that all purchase contracts involving expenditures more than \$20,000 and all contracts for public work involving expenditures in excess of \$35,000 be awarded through the competitive bidding process for political subdivisions. Although not defined in General Municipal Law 103, the Office of the State Comptroller has expressed the opinion that the term "purchase" applies to the procurement of commodities, while the term "contract for public work" encompasses contracts for services, labor or construction. In determining the necessity for competitive bidding, the cumulative amount to be expended for an item or commodity in a fiscal year must be considered.

Formal Bid Procedures:

- A. The Department Head must receive approval from the Town Board for the bid process to start and establish the date and time the bid opening will be held.
- B. The Department Head should prepare sufficient specifications and describe the purchase in enough detail to generate fair competition among multiple vendors. Requests for Proposal (RFP) or Requests for Information (RFI) should be used in establishing specifications.
- C. Formal bids are processed and published by the Town Clerk's office with direct assistance from the Department Head in the preparation of technical specifications, plans and drawings where required.
- D. Formal bids will be received and opened publicly at the specified date, time and place set forth in the bid documents.

- E. All bids received will be tabulated and given to the Department Head. The Department Head will prepare a report for the Town Board containing their recommendations for the award to the lowest and best responsible bidder meeting the Town's specifications. A resolution is passed at the next Town Board meeting.
- F. The Town Clerk is responsible for securing and filing all bids, legal notices, and resolutions. Every transaction should fall within the provisions of applicable law and regulations and should be completely documented for subsequent bid inspection by Town auditors, federal and state agencies, the bidders or any interested citizens.

#### Non-Bid Procurements (see chart at end)

Purchases are subject to approvals specified on the chart at the end of the policy. Each Department Head is responsible for compliance with the purchasing procedures adopted in this policy. The below procedure will also be used if the contract is awarded under the Best Value Law. The procedure for standard purchasing is as follows:

- A. The Department Head determines whether the purchase is a bid or non-bid purchase.
- B. The Department Head should prepare sufficient specifications to generate fair competition among multiple vendors at each of these levels.
- C. The Department Head receives the correct number of quotes and/or approvals for the dollar amount of the purchase. Every attempt should be made to purchase locally providing the costs are competitive. All verbal or written quotes documentation will be attached to the voucher when submitted for payment. No voucher will be processed without the proper documentation.
- D. Any quotes that will be reviewed by the Supervisor and Town Board should be submitted with sufficient time for review prior to ordering.
- E. Any quotes that will be reviewed and approved by the Town Board should be submitted to the Town Clerk to put in the Town Board minutes.
- F. If the recommended vendor contracts are not achieved, written justification should be submitted by the Department Head to the Finance Director before the purchase can be made/authorized.
- G. The appropriate departmental General Ledger account should have sufficient funds available. If not, a budget transfer form should be submitted to the Finance office for approval by the Town Board when the bill is requested to be paid.

#### State Pricing Contracts

The State of New York and other governmental entities establish contracts that are extended to all New York municipalities. A list and details of the contracts can be obtained through the Internet. Such procurements shall be regarded as noncompetitive transactions. If purchasing on any approved contracts, documentation of the contract must be provided as noted in Non-Bid Procurements D, E and F.

#### Statutory Exceptions from these Policies and Procedures

Except when directed by the Town Board, no solicitation of written proposals or quotations shall be required under the following circumstances.

- A. Through county contracts General Municipal Law 103(3)
- B. Through state contracts General Municipal Law 104
- C. Through agencies for the blind or severely handicapped State Finance Law Section 175-b
- D. Through articles manufactured in correctional institutions Correction Law Section 186
- E. Sole source situation
- F. Personal service contracts accountants, engineer, architect or attorney
- G. Emergency purchases An "emergency" exists when a breakdown in machinery, equipment, and/or a threatened termination of essential services, including maintenance and repair of essential office equipment; or a dangerous condition develops; or when supplies are needed for immediate use in work which may vitally affect the safety, health, or welfare of the public.
- H. The Department Heads of the various departments of the Town of Parma be and herby are authorized to purchase equipment, machinery, goods and supplies from any State, County, Town, Village or School District who have secured an award for such items of equipment, machinery or supplies through the solicitation of the competitive bidding process in accordance with the provisions of General Municipal Law Section 103 and within the parameters of the Town of Parma Procurement Policy.

#### Adequate Documentation

A good faith effort shall be made to obtain the required number of written (3) or verbal (2) quotes. All written quotes are to be filed with the Town Clerk to be put in the minutes and a copy to be filed with voucher. Verbal quotes are the responsibility of the Department Head and must be submitted with the payment voucher.

#### **Contracts**

All Department Heads must receive prior approval from the Town Board for all contracts that are entered into on behalf of the Town. The Supervisor should be the designated person to sign the contract, if not available, the Deputy Supervisor will have that authority. In the case where a contract requires two signatures the primary individuals designated to sign will be the Supervisor and the Deputy Supervisor if one is not available the Finance Director will have that authority.

#### Awards to Other Than the Lowest Bidder

The lowest proposal or quote shall be awarded the purchase or public works contract unless the purchaser prepares justification providing reasons why it is in the best interest of the town and its taxpayers to make an award to other than the lowest bidder.

#### Items Exempted from this Policy and Procedures by the Board

The board sets forth the following circumstances when, or types of procurements for which, in the sole discretion of the governing body, the solicitation of alternative proposals or quotations will not be in the best interest of Town of Parma.

For purchase of professional services/consultants: Prices to be obtained by "Request for Proposal" (RFP) from at least three (3) separate vendors (if available), with final approval by the Town Board. EXCEPTION: Should a professional service provider be designated on a retainage position based upon Town Board evaluation and determination, then the services provided and the terms of service shall not be subject to further RFP procedure and the Town Board may contract periodically for supplement services as needed and upon negotiated terms of payment primarily because of the determination of the Board on a previous basis as to desirability to have the ongoing availability of such services and the comprehensive retainer understanding of the service provider.

#### The Quotation Process

The Town and all departments will adhere to the following table for stimulating competitive pricing.

,				
	Department Head	Supervisor	Town Board	
Dollar Amount	Approval	Approval	Approval	Quotes Required
0 - \$1,000	Yes			Verbal or Written
\$1,000 - \$4,999	Yes	Yes		2 Written
\$5,000 - \$19,999	Yes	Yes	Yes	3 Written
>\$20,000	Subject to Bid			

#### **Commodity Contracts**

#### Public Works Contracts

	Department Head	Supervisor	Town Board	
Dollar Amount	Approval	Approval	Approval	Quotes Required
0 - \$1,999	Yes			Verbal or Written
\$2,000 - \$4,999	Yes	Yes		2 Written
\$5,000 - \$34,999	Yes	Yes	Yes	3 Written
>\$35,000	Subject to Bid			

#### Disposal of Obsolete or Surplus Material

During departmental operations, materials and equipment may become obsolete or surplus to the needs of the department. The disposition of obsolete or surplus Town property is handled through notification to the Finance Office on the Surplus or Obsolete Property Form.

- A. The Report of Surplus or Obsolete Property Form is completed by the Department Head and forwarded to the Finance Office.
- B. The only way to eliminate a surplus item from your recorded fixed asset account is to complete the form and process it through the Finance Office.
- C. If the department knows of another department or agency that can use the surplus item, the Remarks Section of the Report of Surplus or Obsolete Property Form can be used to identify.

- D. The Finance Office will have the responsibility for determining the eventual disposition of the surplus material. The first consideration will be whether to transfer to another Department or municipal agency that may need the items. The second consideration will be what to do with the item if it cannot be used by another Department or municipal agency. The Finance Office with the aid of the using Department will then determine the best method of disposition (auction, transfer, discard, etc.) which will be in the best interest of the Town of Parma.
- E. A Resolution identifying the obsolete or surplus material and method of disposition will be prepared and adopted by the Town Board prior to the disposition.

#### **INSURANCE**

#### <u>General</u>

During the term of any contract for service, the vendor entering the contract shall provide evidence of insurance in the amounts stated. Only the Town Board, based on recommendation from the Supervisor, can amend these requirements.

All references in this Section to the Town refer to the Town of Parma, Monroe County, a political subdivision of New York State.

The Finance Director shall have the right to represent the Town, its officials, employees, and volunteers in all matters relating to this Section. (S)He shall provide information, assistance, and recommendations to the Supervisor in the administration of insurance requirements imposed under this Section.

#### <u>Requirements</u>

No contract for building, construction, reconstruction, renovation, demolition, or maintenance; or for any activity related to building, construction, reconstruction, renovation, demolition, or maintenance shall be awarded by the Town to any person until that person shall assure; by affidavit, that all the contractors and subcontractors employed, or that will be employed under the provision of the contract; shall be in compliance with New York requirements for worker's compensation insurance, unemployment insurance and all other legal regulations.

If deemed necessary by the Town, the vendor entering into a contract for service agrees to maintain continuous professional liability coverage written on an occurrence basis or, if on a claims made basis, with an extended coverage provision (ERP) of not less than three years. Coverage will be provided through insurance companies authorized to do business in the State of New York with the Best Rating of A- or better with a financial standing of X or better.

Professional liability coverage shall be provided in the following minimum amounts (if applicable):

- 1) \$1,000,000 per claim and
- 2) \$1,000,000 per annual aggregate

The vendor entering into a contract for service shall maintain all other insurance requirements in accordance with the following:

The insurance required shall be written for not less than the following:

- a. Worker's Compensation: obtain form from NYS Workers Comp website:
  - i. C-105.2 or U-26.3
  - ii. SI-12 or GSI 105.2
  - iii. CE -200
  - Statutory Employers Liability insurance limits of \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit as required for New York State. The limit shall be \$500,000 in other States.
  - v. Workers Compensation coverage will be written to include all employees, including all executive officers.
- b. NYS Disability: obtain from website
  - i. DB-120.1
  - ii. DB-155
  - iii. CE-200
- c. Liability Insurance General
  - i. General aggregate \$2,000,000
  - ii. Products/completed operations aggregate \$2,000,000
  - iii. Each occurrence \$1,000,000
  - iv. Personal/Advertising injury (per person/organization) \$1,000,000
  - v. Fire Damage legal liability \$100,000
  - vi. Medical payments \$10,000
  - vii. Aggregate shall be on a per project basis and duly noted on the certificate of insurance.
- d. Automobile Liability:
  - i. Bodily Injury \$1,000,000 combined single limit
  - ii. Name Town of Parma as additional insured on a primary and non-contributory basis
  - iii. Waiver of subrogation
  - iv. Cancellation notice of 30 days
  - v. Business Automobile must include coverage for liability arising out of the use of all owned, leased, hired and non-owned automobiles.
- e. Excess Liability Umbrella form (if aggregate is less than 2 million)
  - i. General Aggregate \$1,000,000
  - ii. Each Occurrence \$1,000,000
  - iii. Name Town of Parma as additional insured
  - iv. Umbrella coverage must follow form the CGL and Automobile
- f. Contractors Pollution Liability (if applicable):
  - i. \$2,000,000 Per Loss
  - ii. \$2,000,000 Annual Aggregate
  - iii. This insurance shall cover losses caused by pollution conditions that arise from the operations of the Contractor with no exclusions relating to fungus, mold, microbial matter or asbestos. Coverage may be written on a claims-made basis.

The following policies are to contain, or be endorsed to contain the following provisions; (The following is language usually in a contract but not written into an insurance policy.)

COMMERCIAL GENERAL LIABILITY, CONTRACTUAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE:

- a. The Town, its officers, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by, or on behalf of, the vendor entering into a contract for service including the insured's general supervision of the premises owned, occupied or used by the vendor entering into a contract for service, or automobiles owned, leased, hired, or borrowed by the vendor entering into a contract for service. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, employees, and volunteers.
- b. The vendor, entering into a contract for service: insurance coverage shall be primary insurance as respects the Town, its officers, employees, and volunteers. Any insurance or self-insurance maintained by the Town, its officers, employees, and volunteers shall be excess of the vendor entering into a contract for service's insurance and shall not contribute to it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, employees, and volunteers.
- d. Coverage is to be written on an occurrence basis through an insurance company, or companies, lawfully authorized to do business in the State of New York with at best rating of no less than A-
- e. The vendor entering into a contract for service agrees to hold harmless and indemnify the Town, its officers, employees, and volunteers for all liability arising out of the contract, except that arising out of the sole gross negligence of the Town.

#### In addition:

- a. General Liability coverage shall be written on ISO Occurrence form CG00 01 (10/01) or a substitute form providing equivalent coverage and shall cover liability arising from premise and operations, independent contractors, products-completed operations and personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- b. Town of Parma and all other parties required of shall be included as additional insureds on the Commercial General Liability (CGL), using ISO Additional Insured Endorsement CG 20 10 (11/85) (on going and product completed operations) or both CG 20 10 (10/01) (ongoing operations) and CG 20 37 (10/01) (product completed operations) or an equivalent coverage to the additional insured. This insurance for the additional insured shall be as broad as the coverage provided for the named insured contractor. It shall apply as primary insurance on a non-contributing basis before any other insurance or self-insurance, including any deductible, maintained by or provided to, the additional insured.
- c. Waiver of subrogation
- d. Cancellation notice of 30 days
- e. There shall be no endorsement of modification of the Contractors CGL policy arising from pollution, explosion, collapse, underground property damage of work performed by subcontractors.

- f. Contractor shall waive all rights of subrogation against\_Town of Parma and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability policy (CGL).
- g. Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain completed operations coverage for itself and each additional insured for at least 3 years after completion
- h. There shall be no exclusion or limitation relating to NYS Labor Law.

#### Property Insurance

If deemed necessary by the Town, the vendor entering into a contract for service shall carry Builder's Risk/Installation Floater/Contractor's Equipment Insurance against the perils of fire, extended coverage, vandalism, and malicious mischief. Certificates and copies thereof shall be submitted to the Town, its officers, employees, and volunteers for their approval. Such insurance at all times will cover the full cash value of all completed construction covered by the contract with the exception of the usual underground exclusions, as well as material and equipment in place and/or stored at the site, whether or not a partial payment has been made therefore.

All insurance will be written through an admitted insurance company or companies lawfully authorized to do business in the State of New York with a Best's rating of no less than A-.

#### For all coverages:

Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after a thirty (30) day prior written notice by certified mail, return receipt requested, has been given to the Town.

Any deductibles or self-insured retention should be declared to, and approved by, the Town.

The vendor entering into a contract for service shall furnish the Town with certificates of insurance and with original endorsements effecting coverage required by these insurance requirements. The certificates and endorsements are to be signed by any persons authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the Town before work commences. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

The vendor entering into a contract for service shall include all subcontractors as insured under its policies or shall furnish separate certificates of insurance and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Section.

#### Input from Officers

Comments concerning the policies and procedures shall be solicited from officers of the political subdivision or district therein involved in the procurement process to the enactment of the policies and procedures and will be solicited from time to time hereafter.

#### Annual Review

The Parma Town Board shall annually review these policies and procedures. The Parma Town Supervisor shall be responsible for conducting an annual review of the procurement policy and for an evaluation of the internal control structure established to ensure compliance with the procurement policy.

#### Unintentional Failure to Comply

The unintentional failure to fully comply with the provisions of the General Municipal Law, Section 104-b shall not be grounds to void action taken or give rise to a cause of action against the Town of Parma or any officer or employee thereof.

## TOWN OF PARMA WHISTLE BLOWER POLICY

#### Policy:

The primary duty of all Town employees is to the public whom we serve. If you observe what you believe to be an act of fraud, waste, abuse, misconduct, illegal activity or other violation of the Town's Code of Ethics by a Town officer or employee, you have a duty to report it. This policy is a safeguard against retaliatory actions that could be taken against a Town officer or employee for such a report made in good faith.

#### Provisions:

- 1. IMPROPER CONDUCT: If you believe action taken by the Town, or a Town officer or employee in the performance of his/her official duties, violates a federal, state or local law, rule or regulation, or the Town's Code of Ethics, you have a duty to report it.
- 2. GOOD FAITH: A good faith report means you have reasonable grounds to believe the conduct constitutes improper governmental action and is true, even if the belief should later prove to be unsubstantiated.

REPORTING: In most cases, your immediate supervisor is in the best position to address an area of concern; therefore, you should make the good faith report to your Department Head. However, it is understood that the circumstances will dictate the appropriate avenue to follow. Your Department Head or the Director of Finance will report the conduct to the Town Supervisor. Here is the preferred reporting order:

- Your Department Head
- Director of Finance
- Town Supervisor
- Town Board
- 3. ANONYMITY / CONFIDENTIALITY: Your report can be made anonymously. Your report will be kept confidential to the best extent possible, consistent with the need to make a fair and complete investigation.
- 4. RETALIATION: The Town shall take no retaliatory action against you because you made a good faith report of any information regarding fraud, waste, abuse, misconduct, or any alleged prohibited or illegal activity in violation of any law, rule or regulation governing officers and employees of the Town. If you feel you have been retaliated against, in violation of this policy, report it immediately using the steps outlined above.

#### Supervisor's Procedures for Implementation:

1. RECEIVING THE REPORT: Supervisors should make no judgment upon the merits of the report when receiving it from the employee. Treat the report seriously and if not anonymous, assure the employee it will be treated confidentially within the constraints outlined in step 4.

- 2. FORWARDING THE REPORT: Forward the report to the Director of Finance, Supervisor or Town Board as circumstances dictate.
- 3. RETALIATION: Employees who make a complaint in good faith will not be retaliated against or penalized in any manner. If you observe retaliation or receive a report of retaliation, report it using the steps outlined in step 3.

# MCMWCP Town of Parma

Workplace Violence

**Prevention Program** 

**Revision Date: August 2012** 

# Town of Parma Workplace Violence Prevention Policy & Incident Reporting

The Town of Parma is committed to the safety and security of our employees. Workplace violence presents a serious occupational safety hazard to our agency, staff, and clients. Threats, threatening behavior, or acts of violence against employees, visitors, guests, or other individuals by anyone on the Town of Parma property or work sites will be thoroughly investigated and appropriate action will be taken, including summoning criminal justice authorities when warranted. All employees are responsible for helping to create an environment of mutual respect for each other as well as clients, following all policies, procedures and program requirements, and for assisting in maintaining a safe and secure work environment.

This policy is designed to meet the requirements of NYS Labor Law 27b and highlights some of the elements that are found within our Workplace Violence Prevention Program. The process involved in complying with this law included a workplace evaluation that was designed to identify the workplace violence hazards our employees could be exposed to. Other tools that were utilized during this process included establishing a committee made up of management and Authorized Employee Representatives who will have an ongoing role of participation in the evaluation process, recommending methods to reduce or eliminate the hazards identified during the process and investigating workplace violence incidents or allegations. All employees will participate in the annual Workplace Violence Prevention Training Program.

The goal of this policy is to promote the safety and well-being of all people in our workplace. All incidents of violence or threatening behavior will be responded to immediately upon notification. Town of Parma has identified response personnel that include a member of management and an employee representative. If appropriate, the Town of Parma will provide counseling services or referrals for employees.

All Town of Parma personnel are responsible for notifying the contact person designated below of any violent incidents, threatening behavior, including threats they have witnessed, received, or have been told that another person has witnessed or received.

Designated Co	ontact Person:	
Name:	Jim Roose	
Title:	Town of Parma Supervisor	
Department:	Supervisor	
Phone:	(585) 392-9462	
Location:	1300 Hilton Parma Corners Road, Hilton, NY 14468	

# Workplace Violence Prevention

# Introduction

Workplace violence presents a serious occupational safety hazard for workers; during the last decade homicide was the third leading cause of death of all workers and the leading cause of occupational death for women workers.

Examples of high risk workplaces including healthcare settings, social services, working alone or in small numbers, service workers, public transportation drivers and many other types of public employment.

New York State requires public employers (with the exception of employers as defined in section twenty-eight hundred one-a of the education law) to perform a workplace evaluation of each worksite. The evaluation is intended to identify factors which may place the workforce at risk to occupational assaults or homicides. The results of the evaluation and the Risk Factors found should be shared with employees; this information should be reviewed initially and annually thereafter. Employers who have 20 or more full time employees are required to develop a written Workplace Violence Prevention Program.

# Workplace violence is physical assault, threatening behavior or verbal abuse occurring in the work setting.

As listed below:

- Verbal or physical harassment
- Verbal or physical threats directed toward an employee by another employee or nonemployee
- Non-specific threats of violence by employee
- Specific threats of violence by employee
- Display or possession of any weapon
- Violent confrontation by a spouse of significant other with an employee over a personal/domestic dispute
- Violent altercations between two employees or employee and supervisor
- Any other behavior that causes others to feel unsafe (e.g. bullying, sexual harassment, etc.)

# WHAT CAN BE DONE TO PREVENT WORKPLACE VIOLENCE?

Any preventive measure must be based on a thorough understanding of risk factors associated with the various types of workplace violence. And, even though our understanding of the factors which lead to workplace violence is not perfect, sufficient information is available which, if utilized effectively, can reduce the risk of workplace violence. However, strong management commitment, and the day-to-day involvement of department heads, supervisors, employees and labor unions, is required to reduce the risk of workplace violence.

## FOUR TYPES OF WORKPLACE VIOLENCE

Prevention programs include all forms of violence. To help sort out the different types of workplace violence, specialists agree that workplace violence falls into four broad categories. They are:

**TYPE 1:** Violent acts by criminals who have no other connection with the workplace but enter to commit robbery or another crime.

Type 1 acts of violence account for the vast majority—nearly 80 percent—of workplace homicides. In these incidents, the motive is usually theft, and in a great many cases, the criminal is carrying a gun or other weapon, increasing the likelihood that the victim will be killed or seriously wounded. This type of violence falls heavily on particular occupational groups whose jobs make them vulnerable. This includes taxi drivers (the job that carries by far the highest risk of being murdered), late-night retail or gas station clerks, as well as others who are on duty at night, who work in isolated locations or dangerous neighborhoods, and who carry or have access to cash.

Type 1 preventive strategies include an emphasis on physical security measures, special employer policies, and employee training. Because the outside criminal has no other contact with the workplace, the interpersonal aspects of violence prevention that apply to the other three categories are normally not relevant to Type 1 incidents.

**TYPE 2:** Violence directed at employees by customers, clients, patients, students, inmates, or any others for whom an organization provides services. In general, the violent acts occur as workers are performing their normal tasks. In some occupations, dealing with dangerous people is inherent in the job, as in the case of a police officer, correctional officer, security guard, or mental health worker. For other occupations, violent reactions by a customer or client are unpredictable, triggered by an argument, anger at the quality of service or denial of service, delays, or some other precipitating event.

Employees experiencing the largest number of Type 2 assaults are those in healthcare occupations nurses in particular, as well as doctors and nurses aides who deal with

psychiatric patients; members of emergency medical response teams; and hospital employees working in admissions, emergency rooms, and acute care units.

**TYPE 3:** Violence committed by a present or former employee against coworkers, supervisors, or managers.

**TYPE 4:** Violence committed in the workplace by someone who doesn't work there, but has a personal relationship with an employee—an abusive spouse or domestic partner.

Types 3 and 4 are no less or more dangerous, or damaging, than any other violent act. But when the violence comes from an employee or someone close to an employee, there is a much greater chance that some warning sign will have reached the employer in the form of observable behavior. That knowledge, along with the appropriate prevention programs, can at the very least mitigate the potential for violence or prevent it altogether.

## **RESPONSIBILITY**

The Program Administrators for workplace security are the HR Director and Department Heads. They have the authority and responsibility for implementing the provisions of this program for the Town of Parma

All Department Heads and supervisors are responsible for implementing and maintaining this program in their work areas and for answering employee questions about the program. A copy of this program is available from your department head.

It's the responsibility of all employees to report all threatening behavior to management immediately. The goal of this policy is to promote the safety and well-being of all people in our workplace. All incidents are to be reported *within the first 24 hours*.

Management, supervisors, and all safety personnel are responsible for the observation of all personnel and identification of potential workplace violence exposures. All matters reported and/or identified are to be fully investigated. Findings will be presented to management and an action plan developed to minimize and eliminate the potential threat.

## THE ROLE OF THE EMPLOYER

The Town of Parma does promote a work environment free from threats and violence and, in addition, can face economic loss as the result of violence in the form of lost work time, damaged employee morale and productivity, increased workers' compensation payments, medical expenses, and possible lawsuits and liability costs

The Town of Parma will adopt a workplace violence policy and prevention program. The Town will be responsible for communicating the policy and program to the employees as well as:

- Supporting, not punish, victims of workplace or domestic violence.
- Adopting and practicing fair and consistent disciplinary procedures.
- Fostering a climate of trust and respect among workers and between employees and management.
- When necessary, seeking advice and assistance from outside resources, including threatassessment psychologists, psychiatrists and other professionals, social service agencies, and law enforcement.
- Providing regular training in preventive measures for all new/current employees, supervisors and managers.

# THE ROLE OF THE EMPLOYEES

Employees have the right to expect a work environment that promotes safety from violence, threats, and harassment. They can actively contribute to preventive practices by doing the following:

- Accept and adhere to an employer's preventive policies and practices.
- Become aware of and report violent or threatening behavior by coworkers or other warning signs.
- Follow procedures established by the workplace violence prevention program, including those for reporting incidents.
- Go to HR Director or Department Head if uncomfortable.

## **COMMUNICATION**

Town of Parma recognizes that to maintain a safe, healthy and secure workplace we must have open, two-way communication between all employees, including supervisors and department heads, on all workplace safety, health and security issues. Town of Parma has a communication system designed to encourage a continuous flow of safety, health and security information between management and our employees without fear of reprisal and in a form that is readily understandable.

## **RECORD KEEPING AND REVIEW**

In reviewing records, care must be taken to ensure appropriate confidentiality of medical and personnel records.

Periodic updates and reviews of the following workplace violence reports and records will be made.

- Department of Safety and Health (POSH) 900 logs
- Workplace violence incident reports
- Workplace Survey
- Accident Investigations
- Training Records
- Grievances

The employer, with the Authorized Employee Representative, shall evaluate the effectiveness of the WVPP, annually or after serious incidents. The employer should attempt to describe within their WPP the triggering event that will initiate a review. The review should focus on the incident trends and the effectiveness of the control measures. The review should also assess whether the reporting and record keeping systems have been effective in collecting all relevant information.

## **TRAINING AND INSTRUCTION**

All employees, including Department Heads and supervisors, shall have training and instruction on general and job-specific workplace safety and security practices. Training and instruction shall be provided when Workplace Violence Prevention Program is first established and annually thereafter. Training shall be provided promptly after hiring all new employees and to other employees for whom training has not been previously provided. It shall also be provided to all employees, supervisors and Department Heads given new job assignments for which specific workplace security training for the job assignments has not previously been provided. Additional training and instruction will be provided to all personnel whenever management is made aware of new or previously unrecognized security hazards.

General workplace violence and security training and instruction include, but are not limited to, the following:

- Explanation of the Workplace Violence Prevention Program including measures for reporting any violent acts or threats of violence.
- Recognition of workplace security hazards including the risk factors associated with the four types of violence.
- Methods to defuse hostile or threatening situations.
- Measures to summon others for assistance.
- Employee routes of escape.
- Notification of law enforcement authorities when a criminal act may have occurred.
- Emergency medical care provided in the event of any violent act upon an employee will include First Aid, CPR and/or calling 911.
- Post-event trauma counseling for those employees desiring such assistance.
- Crime awareness

- Location and operation of alarm systems, panic buttons and other protective devices.
- Communication procedures.
- Self-Protection
- Dealing with angry, hostile or threatening individuals.
- Using the "Buddy" system or other assistance from co-workers.
- Awareness of indicators that lead to violent acts by service recipients.
- Managing with respect and consideration for employee well-being.

#### **REPORTING AND INCIDENT INVESTIGATION**

Procedures for reporting incidents and investigation of incidents for workplace violence – threats and physical injury – include:

#### **Employees are responsible for:**

- Reporting their concerns to their immediate Supervisor.
- Employees are encouraged to fill out an incident report which can be obtained from management.
- Employee is required to request assistance if necessary.

#### Employers are responsible for:

- Reviewing and investigating the incident and report findings.
- Reviewing all previous incidents.
- Visiting the scene of an incident as soon as possible.
- Interviewing threatened or injured employees and witnesses.
- Examining the workplace for security risk factors associated with the incident, including any previous reports of inappropriate behavior by the offender.
- Determining the cause of the incident.
- Taking corrective action to prevent the incident from recurring.
- Recording the findings and corrective actions taken.

#### Appendix 1

# Workplace Violence Incident Report Form

#### **EMPLOYEE REPORTING**

Name		
Department		

#### INCIDENT

Name of Assaulter/Threatener	Category of Assaulter/Threatener EmployeeCustomer VendorOther-Please explain:
Date of Assault/Threat Time	Location of Assault/Threat
Assault/Threat was:Personal Confrontation Telephone Conversation Physical without Injury	_ Written ElectronicPhysical with Injury Other – Please explain:
Were there witnesses? <u>yes</u> no If Yes, ho Provide information below and attach witness state	·

#### **WITNESSES** (If additional witnesses, provide information on attached sheet of paper)

Witness 1 – Name	Telephone
	Work Home
Address (street, city, state, zip)	Category of Witness
	EmployeeCustomerVendor
	Other – Please Explain
Witness 2 – Name	Telephone
	Work Home
Address (street, city, state, zip)	Category of Witness
	EmployeeCustomerVendor
	Other – Please Explain
Witness 3 – Name	Telephone
	Work Home
Address (street, city, state, zip)	Category of Witness
	EmployeeCustomerVendor
	Other – Please Explain

#### IF ASSAULTED, answer next 6 questions. IF THREATENED, go to next section

1.	What started the assault?
2.	What did the assaulter say when you were assaulted?
3.	What was used to hit/strike/injure you?
4.	What injuries did you sustain? Was medical treatment necessary?
5.	How did the assault end?
.	
6.	How did you leave the assault site?

#### IF THREATENED, answer next 3 questions

1.	As closely as possible, what were the words used?
2.	Was "threatener" in a position to carry out the threat immediately?
3.	How serious do you believe the threat was and why?

**EMPLOYEE RELATED ACTIONS** (Employee must complete next two questions whether a threat or assault)

1.	What actions were taken by the employee? (e.g. filed workers' compensation, obtained medical
	treatment, used sick leave/vacation, etc.)

2. What specific actions from Employer does employee request related to assault/threat? If none, so indicate.

#### LAW ENFORCEMENT INFORMATION

Law Enforcement Agency Contacted –	Date Contacted	Telephone Number
Name of Person/Officer		

Was a written report completed?yes no (Attach copy of Police report when possible)				
What action was promised?				

#### MANAGER ACTIONS

Directions given to Employee (i.e. go home, go to hospital, etc.)

Department Head Recommendation:

\_\_\_\_Prosecution \_\_\_\_Restraining Order

\_\_\_\_Letter to Threatener \_\_\_\_Other, please specify \_\_\_\_\_\_

#### **NOTIFICATION DATES**

Received by Department Head	Employee notified of Chosen Action
Received by Personnel Director	

#### RECOMMENDATIONS

What can be done to prevent future incidents?

# Appendix 2

	Personal Conduct to Minimize Violence Follow these suggestions in your daily interactions with people to de-escalate potentially violent situations. If at any time a person's behavior starts to escalate beyond your comfort zone, disengage.				
Fo					
	Do		Do Not		
*	Project calmness, move and speak slowly, quietly and confidentially.	*	Use styles of communication which generate hostility such as apathy, brush off, coldness, condescension, robotism, going strictly by the rules or giving the run-around		
*	Be an empathetic listener: Encourage the person to talk and listen patiently.	*	Reject all of a client's demands from the start.		
*	Focus your attention on the other person to let them know you are interested in what they have to say.	*	Pose in challenging stances such as standing directly opposite someone, hands on hips or crossing your arms. Avoid any physical contact, finger pointing or long periods of fixed eye contact.		
*	Maintain a relaxed yet attentive posture and position yourself at a right angle rather than directly in front of the other person.	*	Make sudden movements which can be seen as threatening. Notice the tone, volume and rate of your speech.		
*	Acknowledge the person's feelings. Indicate that	*	Challenge, threaten, or dare the individual. Never belittle the person or make him/her feel foolish.		
	you can see he/she is upset.	*	Criticize or act impatiently toward the agitated individual.		
*	Ask for small, specific favors such as asking the person to move to a quieter area.	*	Attempt to bargain with a threatening individual.		
*	Establish ground rules if unreasonable behavior persists. Calmly describe the consequences of any violent behavior.	*	Try to make the situation seem less serious that it is.		
*	Use delaying tactics which will give the person time to calm down. For example, offer a drink of water (in a disposable cup).	*	Make false statements or promises you cannot keep.		
*	Be reassuring and point out choices. Break big problems into smaller, more manageable problems.	*	Try to impart a lot of technical or complicated information when emotions are high.		
*	Accept criticism in a positive way. When a complaint might be true, use statements like "You are probably right" or "It was my fault." If the criticism seems unwarranted, ask clarifying questions.	*	Take sides or agree with distortions.		
*	Ask for his/her recommendation. Repeat back to him/her what you feel he/she is requesting of you.	*	Invade the individual's personal space. Make sure there is a space of three feet to six feet between		
*	Arrange yourself so that a visitor cannot block your access to an exit.		you and the person.		

# **Five Warning Signs of Escalation Behavior**

Warning Signs	Possible Responses				
Conf	Confusion				
Behavior characterized by bewilderment or distraction. Unsure or uncertain of the next course of action.	<ul> <li>Listen to their concerns.</li> <li>Ask clarifying questions.</li> <li>Give them factual information.</li> </ul>				
Frustration					
Behavior characterized by reaction or resistance to information. Impatience. Feeling a sense of defeat in the attempt of accomplishment. May try to bait you.	<ul> <li>See steps above.</li> <li>Relocate to quiet location or setting.</li> <li>Reassure them.</li> <li>Make a sincere attempt to clarify concerns.</li> </ul>				
Blame					
Placing responsible for problems on everyone else. Accusing or holding you responsible. Finding fault or error with action of others. They may place blame directly on you. <b>Crossing over to potentially hazardous</b> <b>behavior.</b>	<ul> <li>See steps above.</li> <li>Disengage and bring second party into the discussion.</li> <li>Use teamwork approach.</li> <li>Draw client back to facts.</li> <li>Use probing questions.</li> <li>Create "Yes" momentum.</li> </ul>				
Anger-Judgme	nt call required				
Characterized by a visible change in body posture and disposition. Actions include pounding fists, pointing fingers, shouting, or screaming. This signals very risky behavior.	<ul> <li>Utilize venting techniques.</li> <li>Don't offer solutions.</li> <li>Don't argue with comments made.</li> <li>Prepare to evacuate or isolate.</li> <li>Contact supervisor and/or security office.</li> </ul>				
Hostility – Judgm	ent call required				
Physical actions or threats which appear imminent. Acts of physical harm or property damage. Out-of- control behavior signals they have crossed over the line.	<ul> <li>Disengage and evacuate.</li> <li>Attempt to isolate person if it can be done safely.</li> <li>Alert supervisor and contact security office immediately.</li> </ul>				

### **GUIDELINES FOR PUBLIC COMMENT**

Towns are authorized to enact rules and regulations regarding the conduct of public meetings and public hearings. Town Law, §130.

The public shall be allowed to speak only during a public hearing or during the public comment period of the meeting or at such other times as a majority of the Board shall allow. Comments must relate to the business of the Parma Board or the specific Public Hearing being held to provide information to the Board or express their concerns. The Public Comment period is not intended to be a question and answer period. When practical the Board will try to answer short direct questions.

Citizens that have a question or concern that will require some research are encouraged to provide that information to a Board member prior to the meeting. This should allow the Board to have a response or possibly resolve the matter beforehand.

The Chair shall recognize the person wishing to speak. Comments shall be limited to three minutes per person. Each participant shall be permitted to speak only once during each Town Board meeting. Comments shall be directed only to the Chairperson and Board members. Comments shall be respectful and in good order. The Chairperson or Board member may reply only after the speaker has finished talking.

Speakers must give their name, address and organization, if any and state the topic they wish to address.

Board members may, with the permission of the Chairperson, interrupt a speaker during their remarks, but only for the purpose of clarification or information.

Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste. Members of the public shall refrain from debate and argument among themselves during the Board meeting and shall address all remarks to the Board.

Prepared statements and accompanying documents and attachments shall not be read aloud but shall be submitted to the Chairperson for review by the Board in the future and may be included in the Board minutes.

When a group of persons wishes to address the Board on the same subject matter, it shall be proper for the presiding officer to request that a spokesperson be chosen by the group to address the Board and to limit the number of persons addressing the Board on the same matter so as to avoid unnecessary repetition.

Interested parties or their representatives may address the Board by written communications. Written communications shall be delivered to the Town Clerk or designee. Sufficient time should be allowed to distribute these communications to the Board members so they are aware of them prior to the next meeting.

Any person making offensive, insulting, threatening, insolent, slanderous or obscene remarks or who becomes boisterous or who makes threats against any person or against public order and security while in the Board Room shall be removed at the direction of the presiding officer from further audience at the meeting, unless permission to continue is granted by the majority vote of the Board members present.

A disruptive speaker after a final warning by the Chair will be removed from the meeting by a peace office. The authority is section 240.20 of the Penal law related to disorderly conduct.

Banners, flyers, or other signs are not permitted in the meeting room. The distribution of flyers is not permitted in the meeting room.

The Open Meetings Law gives the public the right to attend meetings and to listen to deliberations. However, the public may not participate in the meeting except upon the invitation of the Chairperson and, in the case of public hearings, as required by law.

At any time, the Chairperson may entertain or enter a motion to adjourn, which shall be carried upon majority vote. At any time, the Board may vote to exhaust the agenda before possibly inviting further public comment.

There will be a signup sheet for those wishing to address the Board during a public hearing or a meeting where the attendance is high. The Chairperson will call upon the people that signed up in the order that they appear.

#### **INTERMUNICIPAL AGREEMENT**

This Agreement, entered into by and between the Town of Parma, 1300 Hilton Parma Comers 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:

- 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. At a rate of \$ 25.00 a call.
- 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. At a rate of \$ 25.00 a call.
- 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 employee's 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: Jim Roose, Supervisor

TOWN OF HAMLIN

Dated:

By: Steve Baase, Supervisor

## LEASE AGREEMENT FOR KENNEL FACILITIES

LEASE AGREEMENT, made this 3rd day of January, 2023 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, 2023 by voucher submitted to the Parma Town Board of the Lessee.
- 12. This agreement shall commence on the 3nd day of January, 2023 and shall continue through the 3nd day of March 2024.
- 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: \_\_\_

Jim Roose Town Supervisor

WITNESS:

TOWN OF HAMLIN

By: \_\_\_

Steve Baase Town Supervisor Town of Parma Employee Listing as of January 1, 2023

Name		Civil Service Title	Class	FT/PT
Acker	Mark	Councilperson	Unclassified	PT
Adams	Michael	Automotive Mechanic	Noncompetitive	FT
Anderson	Diane	Laborer	Labor	РТ
Barton	Jack D.	Zoning Board Member	Unclassified	РТ
Battaglia	Joseph	Recreation Leader	Competitive	FT
Bellanca	Katherine	Recreation Assistant	Noncompetitive	PT
Benton	Marcia	Office Clerk IV - PT	Noncompetitive	PT
Billington	James M.	Laborer	Labor	PT
Bishop	Emily	Office Clerk IV - PT	Noncompetitive	РТ
Boomer-Knapp	Zuzu	Librarian Trainee	Noncompetitive	FT
 Brambley	Christen	Secretary to Planning and Zoning Board	Exempt	FΤ
Brisson	Diane	Office Clerk IV - PT	Noncompetitive	РТ
Brown	Tina	Councilperson	Unclassified	РТ
Brunette	Andre	Laborer	Labor	РТ
Burns	Michael	Laborer	Labor	PT
Butler	Carolyn	Deputy Town Clerk	Exempt	PT
Butler	William	Court Attendant - Part-Time	Noncompetitive	PT
Christ	James	Superintendent of Highways	Unclassified	FT
Christodaro	Diana	Director of Finance	Exempt	FT
Ciufo	David	Councilperson	Unclassified	PT
Colavecchia	Gregory	Town Justice	Unclassified	PT
Cretelle-Galan	Fawn	Office Clerk IV - PT	Noncompetitive	PT
Crumb	David	Historian P.T.	Exempt	PT
Cummings	Teresa	Deputy Town Clerk/Receiver of Taxes and Assessments	Exempt	FT
Dishong	Kathryn	Clerk to the Town Justice	Exempt	PT
Dool	Michael	Laborer	Labor	PT
Edsall	Lucas	Library Page	Labor	PT
Eichas	Paul D.	Deputy Superintendent of Highways	Exempt	FT
Ellis	Mark	Court Attendant - Part-Time	Noncompetitive	PT
Engelbrecht	Grace	Librarian li	Competitive	FT
Farrell	Sherry	Recreation Supervisor	Competitive	FT
	Tod	Chairman of Planning Board	Unclassified	PT
Ferguson Fracassi	Carrie	Receiver of Taxes and Assessments	Exempt	FT
Fracassi	Carrie	Registrar of Vital Statistics - Pt	Exempt	PT
	Carrie	Office Clerk IV - PT	•	PT
racassi			Noncompetitive	
-racassi	Carrie	Town Clerk	Unclassified	FT
ritz Jr	Arthur J.	Zoning Officer Part-Time	Noncompetitive	PT
Fritz Jr	Arthur J.	Dog Control Officer	Noncompetitive	PT
Buck	Dawn	Recreation Assistant	Noncompetitive	PT
lebert	Paul	Laborer	Labor	PT
logue	Amy	Library Director I	Competitive	FT
logue	Janice	Office Clerk IV - PT	Noncompetitive	PT
ock	Haylee	Recreation Assistant	Noncompetitive	PT
ohnson	Doreen	Laborer	Labor	PT
oseph	John	Laborer	Labor	PT
ludd	Linda	Councilperson	Unclassified	PT
Kelly	Tyrone	Laborer	Labor	PT
Ledtke	Kimberly	Secretary to the Superintendent of Highways	Exempt	FT

Town of Parma Employee Listing as of January 1, 2023

Name		Civil Service Title	Class	FT/PT	
.enzi	Mark	Building Inspector	Competitive	FT	
.esher	Aliya	Recreation Assistant	Noncompetitive	РТ	
iess	Marc	Laborer	Labor	PT	
ukomskiy	Nikolay	Planning Board Member	Unclassified	РТ	
/laier	Jacob	Motor Equipment Operator	Noncompetitive	FT	
/laneti	Genna	Recreation Assistant	Noncompetitive	РТ	
Aaslanka	Daryl	Planning Board Member	Unclassified	РТ	
AcColl	Jennifer	Court Attendant - Part-Time	Noncompetitive	РТ	
ЛcDonald	Kyle	Laborer	Labor	FT	
Лelville	Daniel	Zoning Board Member	Unclassified	РТ	
/lousaw	Amanda	Recreation Assistant	Noncompetitive	РТ	
Лuriel	Juan	Assessment Clerk	Competitive	FT	
arkhurst	Ava	Library Page	Labor	РТ	
ebar	Richard	Laborer	Labor	РТ	
einschmidt	Michael	Planning Board Member	Unclassified	FT	
eitz	Allen	Building Inspector	Competitive	FT	
licketts	Rebekah	Office Clerk IV - PT	Noncompetitive	РТ	
obillard	Veronica E.	Chairman of Zoning Board	Unclassified	PT	
lockefeller	Ryan	Assistant Recreation Director	Competitive	FT	
lolfe	Daniel	Recreation Assistant	Noncompetitive	PT	
loose	James	Supervisor	Unclassified	PT	
chrader	James	Court Attendant - Part-Time	Noncompetitive	PT	
ciortino	Michael A.	Town Justice	Unclassified	FT	
helley	Stephen	Zoning Board Member	Unclassified	PT	
igler	Donald	Motor Equipment Operator	Noncompetitive	FT	
ilivestro	Joseph	Court Attendant - Part-Time	Noncompetitive	PT	
ilivestro	Michael	Court Attendant - Part-Time	Noncompetitive	PT	
iracuse	Laura	Secretary to Supervisor	Exempt	PT	
mith	Bruce L.	Laborer	Labor	FT	
mith	Phillip	Park Foreman		FT	
	•		Noncompetitive	FT	
peer	Gregory W. Robin	Heavy Motor Equipment Operator Library Page	Noncompetitive Labor	FT	
teenson teinorth	Sheila	Office Clerk IV - PT		PT	
tilson	James		Noncompetitive	PT	
		Clerk, Part-Time	Noncompetitive		
trauss	Lawrence	Laborer	Labor	PT	
ullivan	Michael	Court Attendant - Part-Time	Noncompetitive	PT	
zucs	Shane	Recreation Assistant	Noncompetitive	PT	
esta	Samantha	Clerk to the Town Justice	Exempt	PT	
obey	Kerri	Recreation Assistant	Noncompetitive	PT	
rinca	Richard	Motor Equipment Operator	Noncompetitive	FT	
enniro	Thomas	Director of Parks and Recreation	Competitive	FT	
ergari	Jacob	Laborer	Labor	PT	
leck	Ross	Automotive Mechanic	Noncompetitive	FT	
′olkmar	James T.	Laborer	Labor	PT	
Vade	John	Planning Board Member	Unclassified	PT	
Vahl	Steven	Heavy Motor Equipment Operator	Noncompetitive	FT	
Vells	Donald E.	Assessor	Noncompetitive	FT	
Venzel	Raymond	Planning Board Member	Unclassified	PT	

Town of Parma Employee Listing as of January 1, 2023

Name		Civil Service Title	Class	FT/PT
Whelehan	Michael	Laborer	Labor	PT
Williams	Angela	Recreation Assistant	Noncompetitive	РТ
Williams	Ann	Zoning Board Member	Unclassified	PT
Williams	David	Motor Equipment Operator	Noncompetitive	FT
Worboys	Savannah	Motor Equipment Operator	Noncompetitive	FT
Zarpentine	Paul R.	Laborer	Labor	PT

# Town of Parma – Organizational Meeting

January 3, 2023

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12/31/2022 version

## **SUPERVISOR'S APPOINTMENTS FOR 2023**

APPOINTED POSITION	2022	2023	
Deputy Supervisor	Tina Brown	Tina Brown	
Director of Finance	Diana Christodaro	Diana Christodaro	
Secretary to the Supervisor	Laura Siracuse	Laura Siracuse	
Historian PT	Dave Crumb	Dave Crumb	
Historian PT	James Stilson	James Stilson	
Motion by:	Resolution		
Seconded by:	Aye	Nay	

## TOWN CLERK APPOINTMENTS FOR 2023

APPOINTED POSITION	2022	2023
Deputy Town Clerk /Receiver Taxes	Teresa Cummings	Teresa Cummings
Deputy Town Clerk	Carolyn Butler	Carolyn Butler
	·	·
Motion by:	Resolution	
Seconded by:	Aye	Nay
-	•	•

## **TOWN JUSTICE APPOINTMENTS FOR 2023**

APPOINTED POSITION Clerk to the Town Justice Clerk to the Town Justice Court Attendant Court Attendant	<b>2022</b> Kathryn Dishong Samantha Testa Joe Silivestro Michael Silivestro	<b>2023</b> Kathryn Dishong Samantha Testa Joe Silivestro Michael Silivestro
Court Attendant Court Attendant Court Attendant Court Attendant Court Attendant Court Attendant	William Butler Jennifer McColl Jim Schrader Michael Sullivan Mark Ellis	William Butler Jennifer McColl Jim Schrader Michael Sullivan Mark Ellis
Motion by:	Resolution	Nav
5	J	5

## **SPECIAL POLICE APPOINTMENTS FOR 2023**

<b>APPOINTED POSITION</b>	2022	2023
Special Police	John Anderson	John Anderson
Special Police	Sean Brown	Sean Brown
Special Police	Michael Furness	Michael Furness
Special Police	Kenan Hasanbegovic	Kenan Hasanbegovic
Special Police	Ned Hasanbegovic	Ned Hasanbegovic
Special Police	Michael Lonville	Michael Lonville
Special Police	William Nielson	William Nielson
Special Police	Nicholas Ruffle	Nicholas Ruffle
Special Police	Jeremy Soehner	Jeremey Soehner
Special Police	Bianca Shortino- Delemarter	Bianca Shortino- Delemarter
Motion by:	Resolution	
Seconded by:	Aye	Nay

### **HIGHWAY SUPERINTENDENT APPOINTMENT FOR 2023**

<b>APPOINTED POSITION</b> Secretary to the Superintendent of Highw Deputy Highway Superintendent	<b>2022</b> vays Kim Ledtke Paul Eichas	<b>2023</b> Kim Ledtke Paul Eichas
Motion by:	Resolution	
Seconded by:	Aye	Nay

## **TOWN BOARD APPOINTMENTS FOR 2023**

APPOINTED POSITION	2022	2023
Registrar	Carrie Fracassi	Carrie Fracassi
Tax Receiver	Carrie Fracassi	Carrie Fracassi
Records Management Officer	Carrie Fracassi	Carrie Fracassi
Dog Control Officer	Arthur Fritz	Arthur Fritz
Marriage Officer	Carrie Fracassi	Carrie Fracassi
Motion by:	Resolution	
Seconded by:	Aye	Nay

## MILEAGE AGREEMENT FOR REIMBURSEMENT TO EMPLOYEES WHO USE PERSONAL VEHICLES FOR OFFICIAL TOWN OF PARMA BUSINESS FOR 2023

Motion to approve the amount of \$.56 per mile to be paid to employees who use their personal vehicles for official Town of Parma business.

Motion by:	Resolution	
Seconded by:	Aye	Nay

### **APPROVAL OF BLANKET UNDERTAKING**

Motion to acknowledge as sufficient, per Public Officers Law Section 11(2), the blanket undertaking covering Town Officer, Clerks and employees as set forth below:

	1.	Town Supervisor, Town Clerk/Deputy Receiver of Taxes, Deputy Town Clerk/ Receiver of Taxes, Director of Finance, Couriers, Deputy Town Clerk	\$500,000 Limit
	2.	Employees (including Clerks, Court Clerk, Town Officers and employees not described above)	\$100,000 Limit \$1,000 Deductible
Motion by:		Resolution	

 Seconded by:
 Aye
 Nay

## **OFFICIAL DEPOSITORIES OF THE TOWN OF PARMA**

The official Depositories for the Town of Parma for 2023 are Canandaigua National Bank & Trust (CNB) and M&T Bank.

Motion by:	Resolution	
Seconded by:	Aye Nay	/

#### **OFFICIAL NEWSPAPERS OF THE TOWN OF PARMA**

The official primary Newspaper for the Town of Parma for 2023 is designated as Westside News. Should there be a need, or if a deadline is missed with the Westside News, the secondary newspaper to be used will be the Rochester Democrat & Chronicle or the Daily Record.

Motion by: _	 Resolution	
Seconded by: _	 Aye	Nay

### PARKS & RECREATION COMMISSION MEETING DATES AND TIME – 2023

Meetings are held the 4<sup>th</sup> Wednesday of the month from January until August and the 3<sup>rd</sup> Wednesday from September until December November. Each meeting will start at 6:00 p.m. and be held at the Village Community Center.

	January 25, 2023	July 26, 2023	
	February 22, 2023	August 23, 2023	
	March 22, 2023	September 20, 2023	
	April 26, 2023	October 18, 2023	
	May 24, 2023	November 15, 2023	
	June 28, 2023	December 20, 2023	
Motion by:		Resolution	
Seconded by:		Aye Nay	

#### **TOWN BOARD MEETING DATES AND TIME – 2023**

Meetings are held the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month, start at 6:30 p.m. and are held at the Parma Town Hall, 1300 Hilton Parma Corners Road.

January 3, 2023	August 15, 2023
January 17, 2023	September 5, 2023
February 7, 2023	September 19, 2023
February 21, 2023	October 3, 2023
March 21, 2023	October 17, 2023
April 4, 2023	November 8, 2023 (Wednesday)
April 18, 2023	November 21, 2023
May 2, 2023	December 5, 2023
May 15, 2023 (Monday)	December 19, 2023
June 20, 2023	December 29, 2023(9:00 A.M.)
July 18, 2023	January 2, 2024 (Organizational)

Motion by:	Resolution	
Seconded by:	Aye	Nay

### PLANNING BOARD MEETING DATES AND TIME – 2023

Meetings are held the 1<sup>st</sup> and 3<sup>rd</sup> Monday of each month, start at 7:00 p.m. and are held at the Parma Town Hall, 1300 Hilton Parma Corners Road.

January 9, 2023	July 3, 2023
February 6, 2023	July 17, 2023
February 20, 2023	August 7, 2023
March 6, 2023	August 21, 2023
March 20, 2023	September 18, 2023
April 3, 2023	October 2, 2023
April 17, 2023	October 16, 2023
May 1, 2023	November 6, 2023
May 15, 2023	November 20, 2023
June 5, 2023	December 4, 2023
	December 18, 2023

\* When scheduled meetings fall on a Legal Holiday, the Board may cancel or change meeting dates by resolution at a regularly scheduled meeting and publishing of the appropriate date.

Motion by:	Resolution	·
Seconded by:	Aye	Nay

## **ZONING BOARD OF APPEALS MEETING DATES – 2023**

Meetings are held the 3<sup>rd</sup> Wednesday of each month, start at 7:00 p.m. and are held at the Parma Town Hall, 1300 Hilton Parma Corners Road.

	January 18, 2023	July 19, 2023	
	February 15, 2023	August 16, 2023	
	March 15, 2023	September 20, 2023	
	April 19, 2023	October 18, 2023	
	May 17, 2023	November 15, 2023	
	June 21, 2023	December 20, 2023	
Motion by:		Resolution	
Seconded by:		Aye Nay	

#### STANDARD WORKDAYS ESTABLISHED FOR RETIREMENT PURPOSES FOR THE TOWN OF PARMA

#### A 7-hour workday established for retirement purposes for the following positions:

Assessment Clerk Assessor Assistant Assessor Assistant Building and Plumbing Inspector Assistant Building Inspector – PT Building and Development Coordinator **Building Inspector** Building Inspector – PT Chairman of Planning Board Chairman of Zoning Board Civil Defense Administrator Cleaner Clerk to the Town Justice Clerk, Part-Time **Conservation Board Member** Councilperson Court Attendant – Part-Time Deputy Receiver of Taxes and Assessments Deputy Town Clerk Deputy Town Clerk & Receiver of Taxes & Assessments Director of Finance Director of Parks and Recreation Dog Control Officer **Engineering Technician** Fire Marshal - PT Food Service Helper – PT Historian P.T. Librarian Assistant PT Librarian I Librarian II Librarian Trainee

Library Assistant Library Director I Library Page Library Technician Lifeguard Lifeguard - Seasonal Office Clerk III Office Clerk IV Office Clerk IV - PT Planning Board Member Principal Library Clerk Principal Library Clerk - PT **Real Property Appraiser Real Property Appraiser Trainee Receiver of Taxes and Assessments** Recreation Assistant – PT **Recreation Director** Recreation Leader - Seasonal Registrar of Vital Statistics, P.T. Secretary to the Supervisor Secretary to Planning and Zoning Board Senior Library Clerk Senior Library Clerk - PT Student Helper Superintendent of Buildings - PT Supervisor Town Clerk Town Justice Youth Outreach Worker Youth Referral Counselor Zoning Board Member Zoning Investigator – PT

An 7.5-hour workday established for retirement purposes for the following positions:Assistant Recreation DirectorRecreation SupervisorRecreation LeaderSenior Citizen Program SpecialistSenior Recreation SupervisorRecreation Assistant - FT

#### An 8-hour workday established for retirement purposes for the following positions:

Automotive Mechanic

Deputy Superintendent of Highways Foreman (Building, Maintenance, Cleaners, Security) Head Grounds Equipment Operator Heavy Motor Equipment Operator Laborer Maintenance Mechanic III Motor Equipment Operator Park Foreman Parks Director Parks Security Guard Superintendent of Highways

Motion by:	Resolution	
Seconded by:	Aye	Nay

#### **TOWN OF PARMA HOURS OF OPERATION**

Town Hall	Monday – Friday	8:00 A.M 4:00 P.M.
(any other changes will be posted)		
Parks Department	Monday – Friday	7:00 A.M. – 3:30 P.M.
Recreation Department	Monday – Friday	8:00 A.M. – 4:30 P.M.
Highway Department	Monday – Friday	7:00 A.M – 3:30 P.M.
Summer Hours (Memorial Day	Monday – Thursday	6:00 A.M. – 3:30 P.M.
thru Labor Day)	Friday	6:00 A.M. – 10:00 A.M.
*Town Park Hours	November – March 31 <sup>st</sup>	9:00 A.M 5:00 P.M.
	April	9:00 A.M 8:00 P.M
	May	9:00 A.M 9:00 P.M
	June - August 31 <sup>st</sup>	9:00 A.M 10:00 P.M
	September	9:00 A.M 9:00 P.M
	October	9:00 A.M 8:00 P.M
Court Office	Monday – Friday	9:00 A.M 4:00 P.M.

Town of Parma hours of operation as follows:

\*There are certain circumstances where there may be exceptions, however, the above hours of operation have been established and are not to be altered without Department Head or Supervisor approval.

Motion by:	Resolution	
Seconded by:	Aye	Nay

#### **TOWN OF PARMA OFFICIAL HOLIDAYS – 2023**

Motion to approve the Town of Parma legal Holidays for 2023 as follows:

Monday, January 16, 2023 Monday, February 20, 2023 Friday, April 7, 2023 Monday, May 29, 2023 Monday, June 19, 2023 Tuesday, July 4, 2023 Monday, September 4, 2023 Monday, October 9, 2023 Friday, November 10, 2023 Thursday, November 23, 2023 Friday, November 24, 2023 Monday, December 25, 2023 Monday, January 1, 2024 Martin Luther King Day Presidents' Day Good Friday Memorial Day Juneteenth Independence Day Labor Day Columbus Day Veteran's Day (observed) Thanksgiving Day Thanksgiving Holiday Christmas Day New Year's Day

Motion by:	Resolution	
Seconded by:	Aye	Nay

## **BOARD AND COMMISSION APPOINTMENTS FOR 2023**

## **PLANNING BOARD**

Motion to approve the appointments to the Town of Parma Planning Board for 2023.

<u>Planning Board</u>	<u>CURRENT TERM</u>	NEW TERM VOTE
<u>(5-year term</u> )		
Tod Ferguson, Chairperson	December 31, 2025	
Darryl Maslanka	December 31, 2023	
Michael Reinschmidt	December 31, 2026	
Raymond Wenzel	December 31, 2022	VOTE 12/31/2027
John Wade	December 31, 2024	
Diane Brisson, Secretary	December 31, 2022 (yearly)	VOTE 12/31/2023
Nikolay Lukomsky, Alternate	December 31, 2022	VOTE 12/31/2023
Motion by:	Resolution	
Seconded by:	Aye	Nay

## **ZONING BOARD OF APPEALS**

Motion to approve the appointments to the Town of Parma Zoning Board of Appeals for 2023.

Zoning Board of Appeals	<u>CURRENT TERM</u>	<u>NEW TERM VOTE</u>
<u>(5 year term)</u>		
Veronica Robillard, Chairperson	December 31, 2025	
Dan Melville	December 31, 2024	
Spencer Wren	December 31, 2026	
Stephen Shelley	December 31, 2022	VOTE 12/31/2027
Ann Williams	December 31, 2023	
Carrie Fracassi, Secretary	December 31, 2022 (yearly)	VOTE 12/31/2023
Jack Barton, Alternate	December 31, 2022	VOTE 12/31/2023
Motion by:	Resolution	
Seconded by:	Aye	Nay

#### **LIBRARY BOARD**

Motion to approve the appointment to the Town of Parma Library Board for 2022.

<u>Library Board</u>	<u>CURRENT TERM</u>	NEW TERM VOTE
<u>(5-year term)</u>		
Kay Melvin, President	December 31, 2022	VOTE 12/31/27
Alice Maxwell, Secretary	December 31, 2022	VOTE 12/31/27
Doreen Hoy	December 31, 2024	
Jena Jollie	December 31, 2024	
Betsy Dobles	December 31, 2026	
Motion by:	Resolution	
Seconded by:	Aye	Nay

## PARKS & RECREATION COMMISSION

Motion to approve the appointment to the Recreation Commission as presented for 2023.

Parks & Recreation Commission	CURRENT TERM	<u>NEW TERM VOTE</u>
(4 year term)		
Carol Lennon	December 31, 2025	
Art Cosgrove	December 31, 2022	VOTE 12/31/2026
Elaine Delvecchio	December 31, 2024	
Motion by:	Resolution	
Seconded by:	Aye	Nay

### FARMLAND AND OPEN SPACE PRESERVATION COMMITTEE

Motion to approve the appointment to the Farmland and Open Space Preservation Committee as presented for 2023.

<u>Farmland &amp; Open Space</u> Committee (2-year term)	CURRENT TERM	<u>NEW TERM VOTE</u>
Vacant		
Vacant		
Pat Buskey	December 31, 2022	VOTE 12/31/2024
Linda Judd, Chairperson	December 31, 2023	
Jim Burch	December 31, 2022	VOTE 12/31/2024
Motion by:	Resolution	
Seconded by:	Aye	Nay

## LIAISON ASSIGNMENTS FOR TOWN DEPARTMENTS, BOARDS AND COMMISSIONS FOR 2023

	2022	2023
Supervisor	Personnel	Personnel
Roose	Union Negotiations	Union Negotiations
	Highway	Highway
	Historian	Historian
Councilperson	Village of Hilton	Village of Hilton
Ciufo	Zoning Board	Zoning Board
Councilperson	Union Negotiations	Union Negotiations
Brown	Parks and Recreation	Special Police/Court
	Department	Officers
	Special Police/Court Officers	Parks and Recreation
Councilperson	Dog Control	Dog Control
Acker	Zoning Enforcement	Zoning Enforcement
	Planning Board	Planning Board
Councilperson	Assessor	Assessor
Judd	Library	Library
	Farmland & Open Space	Farmland & Open Space

The following are the Liaison Assignments for 2023:

Motion by:	Resolution	
Seconded by:	Aye	Nay

### PETTY CASH APPROVALS

Petty cash amounts for the following departments for 2023:

Finance Department	\$100.00
Highway Department	\$100.00
Town Clerk	\$340.00
Library	\$100.00
Recreation	\$ 75.00
Court	\$100.00
Special Police	\$200.00
Motion by:	Resolution
Seconded by:	Aye Nay

### **TOWN OF PARMA PAVILION RENTAL FEES FOR 2023**

Pavilion rental fees for 2023:		
Resident-Hess, Burritt & Lions		\$ 75.00 per day
Resident-Allardice		\$ 50.00 per day
Non-resident-Hess, Burritt & Lions		\$150.00 per day
Non-resident-Allardice		\$ 75.00 per day
Cancellation Fee		\$ 30.00 per rental
Change of Date Rental Fee		\$ 10.00 per change
Scout Rental Fees		\$ 25.00 per day
		\$ 75.00 per weekend
Motion by:	Resolution	
Seconded by:	Aye	Nay

#### **ESTABLISH VFW HALL RENTAL RATES FOR 2023**

VFW rental fees for 2023:

Rental fee for 2023

	Rental Fee	Non-refundable cleaning fee	Security Deposit
Regular	\$225.00	+\$50.00	+100.00
Active VFW Member	\$ 50.00	+ \$50.00	+100.00
Inactive VFW Member	\$ 75.00	+ \$50.00	+100.00
Cancellation Fee	\$ 30.00		
Change of Date Rental Fee	\$ 10.00		
Motion by:	Resolution _		
Seconded by:	Aye	Nay	

## **OMEGA RENTAL RATE FOR 2023**

\$250.00 per month

		1
Motion by:	Resolution	
-		
Seconded by:	Aye N	ay

## HILTON FOOD CUPBOARD DONATION

Food cupboard donation for 2023

\$1,000.00 per year

Motion by:

Resolution \_\_\_\_\_

Seconded by: \_\_\_\_\_

Aye \_\_\_\_\_ Nay \_\_\_\_\_

## **ATTORNEYS FOR THE TOWN FOR 2023**

Motion to name the Official Attorneys for the Town of Parma for the year 2023 as Lacy Katzen, LLP; Badain & Crowder, Schum and Werner, Harter, Secrest and Emery, The Zoghlin Group, PLLC

Motion by:	Resolution	
Seconded by:	Aye	Nay

## **APPOINTMENT OF SPECIAL PROSECUTORS**

WHEREAS, the Town Board of the Town of Parma, Monroe County has been advised that in order to properly prosecute certain violations of the Town of Parma Ordinances and Local Laws, it is necessary to obtain the appointment of the Attorneys' for the town as Special Prosecutor; and

WHEREAS, the Town Board desires the Assistant Counsel for the Town, Lara Badain, Esq., be appointed as Special Prosecutor for this purpose; and,

WHEREAS, the Town Board desires the Assistant Counsel for the Town, Peter Rodgers, Esq., be appointed as Special Prosecutor for this purpose; and,

WHEREAS, the Town Board desires the Assistant Counsel for the Town, Maureen Werner, Esq., be appointed as Special Prosecutor for this purpose; and,

WHEREAS, the Town Board, once it has so appointed the Attorney for the Town, would ask the District Attorney of the County of Monroe to approve the appointment and take whatever steps are necessary to authorize the Assistant Counsel for the Town to act as Special Prosecutor for these purposes.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Parma hereby appoints Attorneys for the Town Lara Badain, Esq., Peter Rodgers, Esq. and Maureen Werner, Esq. to act as a Special Prosecutor for the purpose of prosecuting any alleged violations of or offenses against the Ordinances, Local Laws and Code of the Town of Parma, in and for the Town of Parma, in the County of Monroe and requests the

District Attorney of the County of Monroe to approve the appointment made herein and take whatever steps are necessary to properly authorize Lara Badain, Esq., Peter Rodgers, Esq. and Maureen Werner, Esq. to act as a Special Prosecutor as set forth herein.

Motion by: Resolution
-----------------------

Seconded by: \_\_\_\_\_

Aye \_\_\_\_\_ Nay \_\_\_\_\_

## **ENGINEERING FIRMS FOR THE TOWN OF PARMA FOR 2023**

The official Engineering Firms for the Town of Parma for 2023 will be Larsen Engineers and MRB Group.

 Motion by:
 Resolution

 Seconded by:
 Aye

## **OFFICIAL ELECTRICAL INSPECTION AGENCIES FOR 2023**

The official Electrical Inspection Agencies for the Town of Parma for the year 2023 will be Commonwealth, Middle Department and New York Electrical Inspection Agency.

Motion by: \_\_\_\_\_ Resolution \_\_\_\_\_

 Seconded by:
 Aye
 Nay

## **DOG CONTROL OFFICER COVERAGE FOR 2023**

The Town of Parma will have Hamlin Dog Control Officer provide coverage for the Dog Control Officer when he is out of town during the 2023 calendar year. A fee of \$25.00 will be paid for each call responded to.

Motion by:	Resolution	
Seconded by:	Aye	Nay

### **DOG FINES FOR 2023**

Penalties for dog ordinances in the Town of Parma for 2023 will be subject to community service and/or a fine of not less than \$250.00 and no more than \$1,000.00 for each offense.

Motion by:	Resolution	
Seconded by:	Aye	Nay

### **STATEMENT OF NON-COLLUSION**

Motion to approve the Statement of Non-Collusion.

By Submission of the Bid of Proposal, the Bidder Certifies that:

- 1. This bid or proposal has been independently arrived at without collusion with any other competitor or potential competitor;
- 2. This bid proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor;
- 3. No attempt has been made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;
- 5. That attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of the certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

Company Name		
Address		
Signature, Title		
Date		

Motion by:	Resolution	
Seconded by:	Aye	Nay

## AUTHORIZATION FOR REIMBURSEMENT FOR THE TOWN BOARD APPROVED ATTENDANCE AT MUNICIPAL OFFICERS TRAINING **SCHOOLS OR CONFERENCES FOR 2023**

Motion to authorize Town Officials of the Town of Parma to attend any training school or conference of Municipal Officers/Employees during the year 2023 upon prior approval of the Town Board and that any necessary expense incurred be chargeable to and reimbursed by the Town of Parma; and that officials and employees who attend meetings upon approval of the Town Board outside of the Town of Parma, on matters concerning the Town of Parma be duly compensated for necessary expenses; and that within 30 days of said meetings, training schools or conferences, the officer or employee shall make a report of said meeting.

Motion by:	Resolution	
Seconded by:	Aye	Nay

## **AUTHORIZATION FOR ATTENDANCE AT SEMINARS FOR 2023**

Motion to approve attendance at all seminars for 2023 that do not exceed \$150.00 and/or one day, as long as they are approved and budgeted for by the respective department heads and Town Supervisor.

Motion by:	 Resolution	
2		

Seconded by:

Aye	Nay

## **EMPLOYEE REIMBURSEMENT/CREDIT CARD POLICY**

Motion to approve Employee Reimbursement/Credit Card Policy. \*See Attached Policy.

Motion by:	Resolution	
Seconded by:	Aye	Nay

Seconded by: \_\_\_\_\_

16

## **ONLINE BANKING POLICY**

Motion to approve the	e Town of Parma	Online Banking Polic	xy. *See Attached Policy.
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Motion by:	Resolution	
Seconded by:	Aye Nay	
<b>TOWN OF I</b>	PARMA INVESTMENT POLICY	

Motion to approve Investment Policy as submitted. \*See Attached Policy.

Motion by:	Resolution

 Seconded by:
 Aye
 Nay

## PROCUREMENT POICIES AND PROCEDURES FOR THE TOWN OF PARMA

Motion to approve the Procurement Policies and Procedures for the Town of Parma for 2023. \*See Attached Policy.

Motion by:

Resolution \_\_\_\_\_

Seconded by: \_\_\_\_\_

Ave	Nav
Аус	1 Nay

## WHISTLE BLOWER POLICY

Motion to approve the Town of Parma Whistle Blower Policy for 2023. \*See Attached Policy.

Motion by:

Resolution \_\_\_\_\_

Seconded by: \_\_\_\_\_

Aye	Nay	_

## ANNUAL REVIEW OF WORKPLACE VIOLENCE POLICY

Motion to approve the Workplace Violence Policy for the Town of Parma for 2023. \*See Attached Policy.

Motion by:	Resolution	Resolution	
Seconded by:	Aye	Nay	
	17		

## **GUIDELINES FOR PUBLIC COMMENT POLICY**

Motion to approve the Guidelines for Public Comment Policy for the Town of Parma for 2023. \*See Attached Policy.

Motion by:	Resolution	Resolution	
Seconded by:	Aye	Nay	

## **GUIDELINES FOR DISASTER RECOVERY PLAN**

Motion to approve the Guidelines for the Disaster Recovery Plan for the Town of Parma for 2023. \*See Attached Policy.

Motion by:	Resolution		
Seconded by:	Ave	Nav	

## **TOWN OF PARMA ACTIVE EMPLOYEE LIST FOR 2023**

Motion to approve the Active Employee List for 2023.

Motion by:

Seconded by: \_\_\_\_\_

Aye \_\_\_\_\_ Nay \_\_\_\_\_

## **EMPLOYEE REIMBURSEMENT / CREDIT CARD POLICY**

The Town of Parma authorizes the use of individual store credit cards. The store credit card account will be open with the authorization of the Finance Department.

- Finance office and department heads have custody of the credit cards
- Cards are to be used for purchases related to Town business ONLY
- The original itemized receipt must be attached to a voucher, signed by the department head and submitted for approval by the Town Board at the next bill paying session
- If reimbursement is for more than one person (ex.-two or three individuals attend a luncheon) each person should be noted on voucher and/or receipt.
- Authorized store credit cards are:

VENDOR	CREDIT LIMIT	LOCATION
Lowes Sam's Club	\$8,800.00 \$3,700.00	Parks, Highway Recreation, Finance
Staples	\$3,000.00	Finance
Wegmans	\$2,000.00	Recreation
Home Depot	\$6,300.00	Highway, Parks, Library
Tops	\$1,500.00/Day	Recreation, Parks, Library
Tractor Supply	\$5,000.00	Parks, Highway, Finance

## \*All CREDIT CARDS ARE KEPT IN LOCKED CABINETS/SAFES WITHIN THE EPARTMENTS\*

Local government officials and employees are prohibited from using government credit cards for making personal charges. All billing statements are to be reconciled to supporting documentation that adequately identifies ALL charges as being valid and proper municipal expenses. Government entity is to seek repayment from those responsible for incurring unauthorized or inappropriate charges.

When an employee makes a purchase related to Town business and pays out of pocket, using cash, personal credit card or store Town Credit Card, they must follow the following procedure for reimbursement:

- Any purchases not for town business will be paid personally by employee
- Any employee personal credit card used for Town purchases will require the same procedures listed above to be followed

## **ONLINE BANKING POLICY**

The designated officials given authority by the Town Board to utilize online transfers of monies are the Town of Parma Finance Director and the Town Supervisor. The designated bank used for electronic banking is Canandaigua National Bank and Key Bank. Online banking is necessary for transferring monies from one account to another. The online banking policy incorporates the following procedures:

- Finance Director and Town Supervisor authorized to initiate transactions
- Printed documentation of transaction to be kept as receipt of transaction
- All transactions are recorded by the Finance Director and recorded in the Town's financial software program, "Incode"
- The Finance Director and Secretary to the Supervisor reviews, reconciles and audits the bank statements monthly.

All Town employees who are involved with the transaction of the Town funds are bonded through the Town's insurance program. This program is reviewed and updated annually.

## **TOWN OF PARMA INVESTMENT POLICY**

#### A. Investment Policy

The objectives of the Investment Policy of the Town of Parma are to minimize risk, to ensure that investments mature when the cash is required to finance operations and to insure a competitive rate of return. The Town Board would like to maximize interest income on all funds not immediately needed for payment of obligations. Investments of excess funds shall be governed by the regulations contained in the Town Law, General Municipal Law and Local Finance Law. The priorities for investment of funds shall be:

- 1. To conform with all applicable federal, state and other legal requirements
- 2. To adequately safeguard principal
- 3. To provide sufficient liquidity to meet all operating requirements
- 4. To obtain a reasonable rate of return

## B. Delegation of Authority for Investing Town Money

The Town Board delegates the authority to make the day-to-day investment decisions within the guidelines and limitations of this policy to the:

- 1. Town Supervisor as Chief Fiscal Officer
- 2. Director of Finance

## C. Investment Regulations

The custodial agreement shall provide that securities held by the bank or agent of and custodian for the local government will be separate and apart from the general assets of the custodial bank and will not in any circumstances be co-mingled with or become part of the backing for any other deposit or other liabilities. The agreement should also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

As authorized by General Municipal Law, Section 11, the Town of Parma authorizes the chief fiscal officer to invest monies not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- Certificates of deposit
- Special time deposit accounts
- Obligations of the United States of America
- Obligations of the State of New York

All investment obligations shall be payable of redeemable at the option of the Town of Parma within such times as the proceeds will be needed to meet expenditures for purposes for which the monies were provided and in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the Town of Parma within two years of the date of purchase.

Banks authorized for the deposit of monies up to the following maximum amount are:

Manufacturers & Traders Trust (M&T)	\$8,000,000.00
Canandaigua National Bank	\$3,000,000.00

## D. Investment Security

The primary objective of this policy is to enhance the safety and availability of any Town funds invested. Regulations of the Federal Deposit Insurance Corporation state that each official custodian of funds of any country, municipality of political subdivision depositing such funds in an insured bank located in the same State shall be insured up to \$100,000.00 for the time and savings accounts per bank and up to \$100,000.00 for demand deposits per bank. (12 Code Federal Regulations Section 330.8)

The Finance Department, with Supervisor's approval should determine on a regular basis whether:

- The transactions are recorded on the books of the custodial bank.
- The proper obligations have been pledged and whenever possible such obligations should be delivered to a bank or trust company other than the institution with which the investment is made.
- The obligations have an adequate market value to cover the deposits/investments.
- The obligations have been segregated either physically or by appropriate book entry.
- The fiscal officer's written consent is required for the release and substitution of the pledged obligations.

## E. Bonding Policy

All Town employees who are involved with the transactions of the Town funds are bonded through the Town's insurance program. This program is reviewed and updated annually.

## PROCUREMENT POLICIES AND PROCEDURES FOR THE TOWN OF PARMA

This document sets forth the policies and procedures of The Town of Parma to meet the requirements of General Municipal Law, Section 104-b.

## <u>Purpose</u>

Goods and services which are not required by law to be procured pursuant to competitive bidding must be procured in a manner to assure the prudent and economical use of public monies, in the best interests of the taxpayers, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption. To further these objectives, the Parma Town Board is adopting internal policies and procedures governing all procurements of goods and services which are not required to be pursuant to the competitive bidding requirements of the General Municipal Law, Section 103 or of any other general, special, or local law.

## Procedures for Determining Whether Procurements are Subject to Bidding

The procedures for determining whether a procurement of goods and services is subject to competitive bidding and documenting the basis for any determination that competitive bidding is not required by law is as follows:

## Formal Bids – Purchases over \$20,000, \$35,000 for Public Works

General Municipal Law 103 provides that all purchase contracts involving expenditures more than \$20,000 and all contracts for public work involving expenditures in excess of \$35,000 be awarded through the competitive bidding process for political subdivisions. Although not defined in General Municipal Law 103, the Office of the State Comptroller has expressed the opinion that the term "purchase" applies to the procurement of commodities, while the term "contract for public work" encompasses contracts for services, labor or construction. In determining the necessity for competitive bidding, the cumulative amount to be expended for an item or commodity in a fiscal year must be considered.

Formal Bid Procedures:

- A. The Department Head must receive approval from the Town Board for the bid process to start and establish the date and time the bid opening will be held.
- B. The Department Head should prepare sufficient specifications and describe the purchase in enough detail to generate fair competition among multiple vendors. Requests for Proposal (RFP) or Requests for Information (RFI) should be used in establishing specifications.
- C. Formal bids are processed and published by the Town Clerk's office with direct assistance from the Department Head in the preparation of technical specifications, plans and drawings where required.
- D. Formal bids will be received and opened publicly at the specified date, time and place set forth in the bid documents.

- E. All bids received will be tabulated and given to the Department Head. The Department Head will prepare a report for the Town Board containing their recommendations for the award to the lowest and best responsible bidder meeting the Town's specifications. A resolution is passed at the next Town Board meeting.
- F. The Town Clerk is responsible for securing and filing all bids, legal notices, and resolutions. Every transaction should fall within the provisions of applicable law and regulations and should be completely documented for subsequent bid inspection by Town auditors, federal and state agencies, the bidders or any interested citizens.

## Non-Bid Procurements (see chart at end)

Purchases are subject to approvals specified on the chart at the end of the policy. Each Department Head is responsible for compliance with the purchasing procedures adopted in this policy. The below procedure will also be used if the contract is awarded under the Best Value Law. The procedure for standard purchasing is as follows:

- A. The Department Head determines whether the purchase is a bid or non-bid purchase.
- B. The Department Head should prepare sufficient specifications to generate fair competition among multiple vendors at each of these levels.
- C. The Department Head receives the correct number of quotes and/or approvals for the dollar amount of the purchase. Every attempt should be made to purchase locally providing the costs are competitive. All verbal or written quotes documentation will be attached to the voucher when submitted for payment. No voucher will be processed without the proper documentation.
- D. Any quotes that will be reviewed by the Supervisor and Town Board should be submitted with sufficient time for review prior to ordering.
- E. Any quotes that will be reviewed and approved by the Town Board should be submitted to the Town Clerk to put in the Town Board minutes.
- F. If the recommended vendor contracts are not achieved, written justification should be submitted by the Department Head to the Finance Director before the purchase can be made/authorized.
- G. The appropriate departmental General Ledger account should have sufficient funds available. If not, a budget transfer form should be submitted to the Finance office for approval by the Town Board when the bill is requested to be paid.

## State Pricing Contracts

The State of New York and other governmental entities establish contracts that are extended to all New York municipalities. A list and details of the contracts can be obtained through the Internet. Such procurements shall be regarded as noncompetitive transactions. If purchasing on any approved contracts, documentation of the contract must be provided as noted in Non-Bid Procurements D, E and F.

## Statutory Exceptions from these Policies and Procedures

Except when directed by the Town Board, no solicitation of written proposals or quotations shall be required under the following circumstances.

- A. Through county contracts General Municipal Law 103(3)
- B. Through state contracts General Municipal Law 104
- C. Through agencies for the blind or severely handicapped State Finance Law Section 175-b
- D. Through articles manufactured in correctional institutions Correction Law Section 186
- E. Sole source situation
- F. Personal service contracts accountants, engineer, architect or attorney
- G. Emergency purchases An "emergency" exists when a breakdown in machinery, equipment, and/or a threatened termination of essential services, including maintenance and repair of essential office equipment; or a dangerous condition develops; or when supplies are needed for immediate use in work which may vitally affect the safety, health, or welfare of the public.
- H. The Department Heads of the various departments of the Town of Parma be and herby are authorized to purchase equipment, machinery, goods and supplies from any State, County, Town, Village or School District who have secured an award for such items of equipment, machinery or supplies through the solicitation of the competitive bidding process in accordance with the provisions of General Municipal Law Section 103 and within the parameters of the Town of Parma Procurement Policy.

## Adequate Documentation

A good faith effort shall be made to obtain the required number of written (3) or verbal (2) quotes. All written quotes are to be filed with the Town Clerk to be put in the minutes and a copy to be filed with voucher. Verbal quotes are the responsibility of the Department Head and must be submitted with the payment voucher.

## **Contracts**

All Department Heads must receive prior approval from the Town Board for all contracts that are entered into on behalf of the Town. The Supervisor should be the designated person to sign the contract, if not available, the Deputy Supervisor will have that authority. In the case where a contract requires two signatures the primary individuals designated to sign will be the Supervisor and the Deputy Supervisor if one is not available the Finance Director will have that authority.

## Awards to Other Than the Lowest Bidder

The lowest proposal or quote shall be awarded the purchase or public works contract unless the purchaser prepares justification providing reasons why it is in the best interest of the town and its taxpayers to make an award to other than the lowest bidder.

## Items Exempted from this Policy and Procedures by the Board

The board sets forth the following circumstances when, or types of procurements for which, in the sole discretion of the governing body, the solicitation of alternative proposals or quotations will not be in the best interest of Town of Parma.

For purchase of professional services/consultants: Prices to be obtained by "Request for Proposal" (RFP) from at least three (3) separate vendors (if available), with final approval by the Town Board. EXCEPTION: Should a professional service provider be designated on a retainage position based upon Town Board evaluation and determination, then the services provided and the terms of service shall not be subject to further RFP procedure and the Town Board may contract periodically for supplement services as needed and upon negotiated terms of payment primarily because of the determination of the Board on a previous basis as to desirability to have the ongoing availability of such services and the comprehensive retainer understanding of the service provider.

### The Quotation Process

The Town and all departments will adhere to the following table for stimulating competitive pricing.

commodity contracts				
	Department Head	Supervisor	Town Board	
Dollar Amount	Approval	Approval	Approval	Quotes Required
0 - \$1,000	Yes			Verbal or Written
\$1,000 - \$4,999	Yes	Yes		2 Written
\$5,000 - \$19,999	Yes	Yes	Yes	3 Written
>\$20,000	Subject to Bid			

#### **Commodity Contracts**

## Public Works Contracts

	Department Head	Supervisor	Town Board	
Dollar Amount	Approval	Approval	Approval	Quotes Required
0 - \$1,999	Yes			Verbal or Written
\$2,000 - \$4,999	Yes	Yes		2 Written
\$5,000 - \$34,999	Yes	Yes	Yes	3 Written
>\$35,000	Subject to Bid			

## Disposal of Obsolete or Surplus Material

During departmental operations, materials and equipment may become obsolete or surplus to the needs of the department. The disposition of obsolete or surplus Town property is handled through notification to the Finance Office on the Surplus or Obsolete Property Form.

- A. The Report of Surplus or Obsolete Property Form is completed by the Department Head and forwarded to the Finance Office.
- B. The only way to eliminate a surplus item from your recorded fixed asset account is to complete the form and process it through the Finance Office.
- C. If the department knows of another department or agency that can use the surplus item, the Remarks Section of the Report of Surplus or Obsolete Property Form can be used to identify.

- D. The Finance Office will have the responsibility for determining the eventual disposition of the surplus material. The first consideration will be whether to transfer to another Department or municipal agency that may need the items. The second consideration will be what to do with the item if it cannot be used by another Department or municipal agency. The Finance Office with the aid of the using Department will then determine the best method of disposition (auction, transfer, discard, etc.) which will be in the best interest of the Town of Parma.
- E. A Resolution identifying the obsolete or surplus material and method of disposition will be prepared and adopted by the Town Board prior to the disposition.

## INSURANCE

## <u>General</u>

During the term of any contract for service, the vendor entering the contract shall provide evidence of insurance in the amounts stated. Only the Town Board, based on recommendation from the Supervisor, can amend these requirements.

All references in this Section to the Town refer to the Town of Parma, Monroe County, a political subdivision of New York State.

The Finance Director shall have the right to represent the Town, its officials, employees, and volunteers in all matters relating to this Section. (S)He shall provide information, assistance, and recommendations to the Supervisor in the administration of insurance requirements imposed under this Section.

## <u>Requirements</u>

No contract for building, construction, reconstruction, renovation, demolition, or maintenance; or for any activity related to building, construction, reconstruction, renovation, demolition, or maintenance shall be awarded by the Town to any person until that person shall assure; by affidavit, that all the contractors and subcontractors employed, or that will be employed under the provision of the contract; shall be in compliance with New York requirements for worker's compensation insurance, unemployment insurance and all other legal regulations.

If deemed necessary by the Town, the vendor entering into a contract for service agrees to maintain continuous professional liability coverage written on an occurrence basis or, if on a claims made basis, with an extended coverage provision (ERP) of not less than three years. Coverage will be provided through insurance companies authorized to do business in the State of New York with the Best Rating of A- or better with a financial standing of X or better.

Professional liability coverage shall be provided in the following minimum amounts (if applicable):

- 1) \$1,000,000 per claim and
- 2) \$1,000,000 per annual aggregate

The vendor entering into a contract for service shall maintain all other insurance requirements in accordance with the following:

The insurance required shall be written for not less than the following:

- a. Worker's Compensation: obtain form from NYS Workers Comp website:
  - i. C-105.2 or U-26.3
  - ii. SI-12 or GSI 105.2
  - iii. CE -200
  - iv. Statutory Employers Liability insurance limits of \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit as required for New York State. The limit shall be \$500,000 in other States.
  - v. Workers Compensation coverage will be written to include all employees, including all executive officers.
- b. NYS Disability: obtain from website
  - i. DB-120.1
  - ii. DB-155
  - iii. CE-200
- c. Liability Insurance General
  - i. General aggregate \$2,000,000
  - ii. Products/completed operations aggregate \$2,000,000
  - iii. Each occurrence \$1,000,000
  - iv. Personal/Advertising injury (per person/organization) \$1,000,000
  - v. Fire Damage legal liability \$100,000
  - vi. Medical payments \$10,000
  - vii. Aggregate shall be on a per project basis and duly noted on the certificate of insurance.
- d. Automobile Liability:
  - i. Bodily Injury \$1,000,000 combined single limit
  - ii. Name Town of Parma as additional insured on a primary and non-contributory basis
  - iii. Waiver of subrogation
  - iv. Cancellation notice of 30 days
  - v. Business Automobile must include coverage for liability arising out of the use of all owned, leased, hired and non-owned automobiles.
- e. Excess Liability Umbrella form (if aggregate is less than 2 million)
  - i. General Aggregate \$1,000,000
  - ii. Each Occurrence \$1,000,000
  - iii. Name Town of Parma as additional insured
  - iv. Umbrella coverage must follow form the CGL and Automobile
- f. Contractors Pollution Liability (if applicable):
  - i. \$2,000,000 Per Loss
  - ii. \$2,000,000 Annual Aggregate
  - iii. This insurance shall cover losses caused by pollution conditions that arise from the operations of the Contractor with no exclusions relating to fungus, mold, microbial matter or asbestos. Coverage may be written on a claims-made basis.

The following policies are to contain, or be endorsed to contain the following provisions; (The following is language usually in a contract but not written into an insurance policy.)

COMMERCIAL GENERAL LIABILITY, CONTRACTUAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE:

- a. The Town, its officers, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by, or on behalf of, the vendor entering into a contract for service including the insured's general supervision of the premises owned, occupied or used by the vendor entering into a contract for service, or automobiles owned, leased, hired, or borrowed by the vendor entering into a contract for service. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, employees, and volunteers.
- b. The vendor, entering into a contract for service: insurance coverage shall be primary insurance as respects the Town, its officers, employees, and volunteers. Any insurance or self-insurance maintained by the Town, its officers, employees, and volunteers shall be excess of the vendor entering into a contract for service's insurance and shall not contribute to it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, employees, and volunteers.
- d. Coverage is to be written on an occurrence basis through an insurance company, or companies, lawfully authorized to do business in the State of New York with at best rating of no less than A-
- e. The vendor entering into a contract for service agrees to hold harmless and indemnify the Town, its officers, employees, and volunteers for all liability arising out of the contract, except that arising out of the sole gross negligence of the Town.

## In addition:

- A) General Liability coverage shall be written on ISO Occurrence form CG00 01 (10/01) or a substitute form providing equivalent coverage and shall cover liability arising from premise and operations, independent contractors, products-completed operations and personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- B) Town of Parma and all other parties required of shall be included as additional insureds on the Commercial General Liability (CGL), using ISO Additional Insured Endorsement CG 20 10 (11/85) (on going and product completed operations) or both CG 20 10 (10/01) (ongoing operations) and CG 20 37 (10/01) (product completed operations) or an equivalent coverage to the additional insured. This insurance for the additional insured shall be as broad as the coverage provided for the named insured contractor. It shall apply as primary insurance on a non-contributing basis before any other insurance or self-insurance, including any deductible, maintained by or provided to, the additional insured.
- C) Waiver of subrogation
- D) Cancellation notice of 30 days
- E) There shall be no endorsement of modification of the Contractors CGL policy arising from pollution, explosion, collapse, underground property damage of work performed by subcontractors.

- F) Contractor shall waive all rights of subrogation against\_Town of Parma and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability policy (CGL).
- G) Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain completed operations coverage for itself and each additional insured for at least 3 years after completion
- H) There shall be no exclusion or limitation relating to NYS Labor Law.

## Property Insurance

If deemed necessary by the Town, the vendor entering into a contract for service shall carry Builder's Risk/Installation Floater/Contractor's Equipment Insurance against the perils of fire, extended coverage, vandalism, and malicious mischief. Certificates and copies thereof shall be submitted to the Town, its officers, employees, and volunteers for their approval. Such insurance at all times will cover the full cash value of all completed construction covered by the contract with the exception of the usual underground exclusions, as well as material and equipment in place and/or stored at the site, whether or not a partial payment has been made therefore.

All insurance will be written through an admitted insurance company or companies lawfully authorized to do business in the State of New York with a Best's rating of no less than A-.

## For all coverages:

Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after a thirty (30) day prior written notice by certified mail, return receipt requested, has been given to the Town.

Any deductibles or self-insured retention should be declared to, and approved by, the Town.

The vendor entering into a contract for service shall furnish the Town with certificates of insurance and with original endorsements effecting coverage required by these insurance requirements. The certificates and endorsements are to be signed by any persons authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the Town before work commences. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

The vendor entering into a contract for service shall include all subcontractors as insured under its policies or shall furnish separate certificates of insurance and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Section.

## Input from Officers

Comments concerning the policies and procedures shall be solicited from officers of the political subdivision or district therein involved in the procurement process to the enactment of the policies and procedures and will be solicited from time to time hereafter.

#### Annual Review

The Parma Town Board shall annually review these policies and procedures. The Parma Town Supervisor shall be responsible for conducting an annual review of the procurement policy and for an evaluation of the internal control structure established to ensure compliance with the procurement policy.

#### Unintentional Failure to Comply

The unintentional failure to fully comply with the provisions of the General Municipal Law, Section 104-b shall not be grounds to void action taken or give rise to a cause of action against the Town of Parma or any officer or employee thereof.

## **TOWN OF PARMA WHISTLE BLOWER POLICY**

### Policy:

The primary duty of all Town employees is to the public whom we serve. If you observe what you believe to be an act of fraud, waste, abuse, misconduct, illegal activity or other violation of the Town's Code of Ethics by a Town officer or employee, you have a duty to report it. This policy is a safeguard against retaliatory actions that could be taken against a Town officer or employee for such a report made in good faith.

## Provisions:

- 1. IMPROPER CONDUCT: If you believe action taken by the Town, or a Town officer or employee in the performance of his/her official duties, violates a federal, state or local law, rule or regulation, or the Town's Code of Ethics, you have a duty to report it.
- 2. GOOD FAITH: A good faith report means you have reasonable grounds to believe the conduct constitutes improper governmental action and is true, even if the belief should later prove to be unsubstantiated.

REPORTING: In most cases, your immediate supervisor is in the best position to address an area of concern; therefore, you should make the good faith report to your Department Head. However, it is understood that the circumstances will dictate the appropriate avenue to follow. Your Department Head or the Director of Finance will report the conduct to the Town Supervisor. Here is the preferred reporting order:

- Your Department Head
- Director of Finance
- Town Supervisor
- Town Board
- 3. ANONYMITY / CONFIDENTIALITY: Your report can be made anonymously. Your report will be kept confidential to the best extent possible, consistent with the need to make a fair and complete investigation.
- 4. RETALIATION: The Town shall take no retaliatory action against you because you made a good faith report of any information regarding fraud, waste, abuse, misconduct, or any alleged prohibited or illegal activity in violation of any law, rule or regulation governing officers and employees of the Town. If you feel you have been retaliated against, in violation of this policy, report it immediately using the steps outlined above.

## Supervisor's Procedures for Implementation:

1. RECEIVING THE REPORT: Supervisors should make no judgment upon the merits of the report when receiving it from the employee. Treat the report seriously and if not anonymous, assure the employee it will be treated confidentially within the constraints outlined in step 4.

- 2. FORWARDING THE REPORT: Forward the report to the Director of Finance, Supervisor or Town Board as circumstances dictate.
- 3. RETALIATION: Employees who make a complaint in good faith will not be retaliated against or penalized in any manner. If you observe retaliation or receive a report of retaliation, report it using the steps outlined in step 3.

# MCMWCP Town of Parma

Workplace Violence

**Prevention Program** 

**Revision Date: August 2012** 

## Town of Parma Workplace Violence Prevention Policy & Incident Reporting

The Town of Parma is committed to the safety and security of our employees. Workplace violence presents a serious occupational safety hazard to our agency, staff, and clients. Threats, threatening behavior, or acts of violence against employees, visitors, guests, or other individuals by anyone on the Town of Parma property or work sites will be thoroughly investigated and appropriate action will be taken, including summoning criminal justice authorities when warranted. All employees are responsible for helping to create an environment of mutual respect for each other as well as clients, following all policies, procedures and program requirements, and for assisting in maintaining a safe and secure work environment.

This policy is designed to meet the requirements of NYS Labor Law 27b and highlights some of the elements that are found within our Workplace Violence Prevention Program. The process involved in complying with this law included a workplace evaluation that was designed to identify the workplace violence hazards our employees could be exposed to. Other tools that were utilized during this process included establishing a committee made up of management and Authorized Employee Representatives who will have an ongoing role of participation in the evaluation process, recommending methods to reduce or eliminate the hazards identified during the process and investigating workplace violence incidents or allegations. All employees will participate in the annual Workplace Violence Prevention Training Program.

The goal of this policy is to promote the safety and well-being of all people in our workplace. All incidents of violence or threatening behavior will be responded to immediately upon notification. Town of Parma has identified response personnel that include a member of management and an employee representative. If appropriate, the Town of Parma will provide counseling services or referrals for employees.

All Town of Parma personnel are responsible for notifying the contact person designated below of any violent incidents, threatening behavior, including threats they have witnessed, received, or have been told that another person has witnessed or received.

Designated Co	ontact Person:	
Name:	Jim Roose	
Title:	Town of Parma Supervisor	
Department:	Supervisor	
Phone:	(585) 392-9462	
Location:	1300 Hilton Parma Corners Road, Hilton, NY 14468	

# Workplace Violence Prevention

## Introduction

Workplace violence presents a serious occupational safety hazard for workers; during the last decade homicide was the third leading cause of death of all workers and the leading cause of occupational death for women workers.

Examples of high risk workplaces including healthcare settings, social services, working alone or in small numbers, service workers, public transportation drivers and many other types of public employment.

New York State requires public employers (with the exception of employers as defined in section twenty-eight hundred one-a of the education law) to perform a workplace evaluation of each worksite. The evaluation is intended to identify factors which may place the workforce at risk to occupational assaults or homicides. The results of the evaluation and the Risk Factors found should be shared with employees; this information should be reviewed initially and annually thereafter. Employers who have 20 or more full time employees are required to develop a written Workplace Violence Prevention Program.

# Workplace violence is physical assault, threatening behavior or verbal abuse occurring in the work setting.

As listed below:

- Verbal or physical harassment
- Verbal or physical threats directed toward an employee by another employee or nonemployee
- Non-specific threats of violence by employee
- Specific threats of violence by employee
- Display or possession of any weapon
- Violent confrontation by a spouse of significant other with an employee over a personal/domestic dispute
- Violent altercations between two employees or employee and supervisor
- Any other behavior that causes others to feel unsafe (e.g. bullying, sexual harassment, etc.)

## WHAT CAN BE DONE TO PREVENT WORKPLACE VIOLENCE?

Any preventive measure must be based on a thorough understanding of risk factors associated with the various types of workplace violence. And, even though our understanding of the factors which lead to workplace violence is not perfect, sufficient information is available which, if utilized effectively, can reduce the risk of workplace violence. However, strong management commitment, and the day-to-day involvement of department heads, supervisors, employees and labor unions, is required to reduce the risk of workplace violence.

## FOUR TYPES OF WORKPLACE VIOLENCE

Prevention programs include all forms of violence. To help sort out the different types of workplace violence, specialists agree that workplace violence falls into four broad categories. They are:

**TYPE 1:** Violent acts by criminals who have no other connection with the workplace but enter to commit robbery or another crime.

Type 1 acts of violence account for the vast majority—nearly 80 percent—of workplace homicides. In these incidents, the motive is usually theft, and in a great many cases, the criminal is carrying a gun or other weapon, increasing the likelihood that the victim will be killed or seriously wounded. This type of violence falls heavily on particular occupational groups whose jobs make them vulnerable. This includes taxi drivers (the job that carries by far the highest risk of being murdered), late-night retail or gas station clerks, as well as others who are on duty at night, who work in isolated locations or dangerous neighborhoods, and who carry or have access to cash.

Type 1 preventive strategies include an emphasis on physical security measures, special employer policies, and employee training. Because the outside criminal has no other contact with the workplace, the interpersonal aspects of violence prevention that apply to the other three categories are normally not relevant to Type 1 incidents.

**TYPE 2:** Violence directed at employees by customers, clients, patients, students, inmates, or any others for whom an organization provides services. In general, the violent acts occur as workers are performing their normal tasks. In some occupations, dealing with dangerous people is inherent in the job, as in the case of a police officer, correctional officer, security guard, or mental health worker. For other occupations, violent reactions by a customer or client are unpredictable, triggered by an argument, anger at the quality of service or denial of service, delays, or some other precipitating event.

Employees experiencing the largest number of Type 2 assaults are those in healthcare occupations nurses in particular, as well as doctors and nurses aides who deal with

psychiatric patients; members of emergency medical response teams; and hospital employees working in admissions, emergency rooms, and acute care units.

**TYPE 3:** Violence committed by a present or former employee against coworkers, supervisors, or managers.

**TYPE 4:** Violence committed in the workplace by someone who doesn't work there, but has a personal relationship with an employee—an abusive spouse or domestic partner.

Types 3 and 4 are no less or more dangerous, or damaging, than any other violent act. But when the violence comes from an employee or someone close to an employee, there is a much greater chance that some warning sign will have reached the employer in the form of observable behavior. That knowledge, along with the appropriate prevention programs, can at the very least mitigate the potential for violence or prevent it altogether.

## **RESPONSIBILITY**

The Program Administrators for workplace security are the HR Director and Department Heads. They have the authority and responsibility for implementing the provisions of this program for the Town of Parma

All Department Heads and supervisors are responsible for implementing and maintaining this program in their work areas and for answering employee questions about the program. A copy of this program is available from your department head.

It's the responsibility of all employees to report all threatening behavior to management immediately. The goal of this policy is to promote the safety and well-being of all people in our workplace. All incidents are to be reported *within the first 24 hours*.

Management, supervisors, and all safety personnel are responsible for the observation of all personnel and identification of potential workplace violence exposures. All matters reported and/or identified are to be fully investigated. Findings will be presented to management and an action plan developed to minimize and eliminate the potential threat.

## THE ROLE OF THE EMPLOYER

The Town of Parma does promote a work environment free from threats and violence and, in addition, can face economic loss as the result of violence in the form of lost work time, damaged employee morale and productivity, increased workers' compensation payments, medical expenses, and possible lawsuits and liability costs

The Town of Parma will adopt a workplace violence policy and prevention program. The Town will be responsible for communicating the policy and program to the employees as well as:

- Supporting, not punish, victims of workplace or domestic violence.
- Adopting and practicing fair and consistent disciplinary procedures.
- Fostering a climate of trust and respect among workers and between employees and management.
- When necessary, seeking advice and assistance from outside resources, including threatassessment psychologists, psychiatrists and other professionals, social service agencies, and law enforcement.
- Providing regular training in preventive measures for all new/current employees, supervisors and managers.

## THE ROLE OF THE EMPLOYEES

Employees have the right to expect a work environment that promotes safety from violence, threats, and harassment. They can actively contribute to preventive practices by doing the following:

- Accept and adhere to an employer's preventive policies and practices.
- Become aware of and report violent or threatening behavior by coworkers or other warning signs.
- Follow procedures established by the workplace violence prevention program, including those for reporting incidents.
- Go to HR Director or Department Head if uncomfortable.

## **COMMUNICATION**

Town of Parma recognizes that to maintain a safe, healthy and secure workplace we must have open, two-way communication between all employees, including supervisors and department heads, on all workplace safety, health and security issues. Town of Parma has a communication system designed to encourage a continuous flow of safety, health and security information between management and our employees without fear of reprisal and in a form that is readily understandable.

## **RECORD KEEPING AND REVIEW**

In reviewing records, care must be taken to ensure appropriate confidentiality of medical and personnel records.

Periodic updates and reviews of the following workplace violence reports and records will be made.

- Department of Safety and Health (POSH) 900 logs
- Workplace violence incident reports
- Workplace Survey
- Accident Investigations
- Training Records
- Grievances

The employer, with the Authorized Employee Representative, shall evaluate the effectiveness of the WVPP, annually or after serious incidents. The employer should attempt to describe within their WPP the triggering event that will initiate a review. The review should focus on the incident trends and the effectiveness of the control measures. The review should also assess whether the reporting and record keeping systems have been effective in collecting all relevant information.

## TRAINING AND INSTRUCTION

All employees, including Department Heads and supervisors, shall have training and instruction on general and job-specific workplace safety and security practices. Training and instruction shall be provided when Workplace Violence Prevention Program is first established and annually thereafter. Training shall be provided promptly after hiring all new employees and to other employees for whom training has not been previously provided. It shall also be provided to all employees, supervisors and Department Heads given new job assignments for which specific workplace security training for the job assignments has not previously been provided. Additional training and instruction will be provided to all personnel whenever management is made aware of new or previously unrecognized security hazards.

General workplace violence and security training and instruction include, but are not limited to, the following:

- Explanation of the Workplace Violence Prevention Program including measures for reporting any violent acts or threats of violence.
- Recognition of workplace security hazards including the risk factors associated with the four types of violence.
- Methods to defuse hostile or threatening situations.
- Measures to summon others for assistance.
- Employee routes of escape.
- Notification of law enforcement authorities when a criminal act may have occurred.
- Emergency medical care provided in the event of any violent act upon an employee will include First Aid, CPR and/or calling 911.
- Post-event trauma counseling for those employees desiring such assistance.
- Crime awareness

- Location and operation of alarm systems, panic buttons and other protective devices.
- Communication procedures.
- Self-Protection
- Dealing with angry, hostile or threatening individuals.
- Using the "Buddy" system or other assistance from co-workers.
- Awareness of indicators that lead to violent acts by service recipients.
- Managing with respect and consideration for employee well-being.

## **REPORTING AND INCIDENT INVESTIGATION**

Procedures for reporting incidents and investigation of incidents for workplace violence – threats and physical injury – include:

#### **Employees are responsible for:**

- Reporting their concerns to their immediate Supervisor.
- Employees are encouraged to fill out an incident report which can be obtained from management.
- Employee is required to request assistance if necessary.

#### Employers are responsible for:

- Reviewing and investigating the incident and report findings.
- Reviewing all previous incidents.
- Visiting the scene of an incident as soon as possible.
- Interviewing threatened or injured employees and witnesses.
- Examining the workplace for security risk factors associated with the incident, including any previous reports of inappropriate behavior by the offender.
- Determining the cause of the incident.
- Taking corrective action to prevent the incident from recurring.
- Recording the findings and corrective actions taken.

#### Appendix 1

## Workplace Violence Incident Report Form

#### **EMPLOYEE REPORTING**

Name		
Department	 	

#### INCIDENT

Name of Assaulter/Threatener	Category of Assaulter/Threatener EmployeeCustomer Vendor Other-Please explain:
Date of Assault/Threat Time	Location of Assault/Threat
	_ Written ElectronicPhysical with Injury Other – Please explain:
Were there witnesses? <u>yes</u> no If Yes, ho Provide information below and attach witness state	
Provide information below and attach witness state	ments.

#### **WITNESSES** (If additional witnesses, provide information on attached sheet of paper)

Witness 1 – Name	Telephone		
	Work Home		
Address (street, city, state, zip)	Category of Witness		
	EmployeeCustomerVendor		
	Other – Please Explain		
Witness 2 – Name	Telephone		
	Work Home		
Address (street, city, state, zip)	Category of Witness		
	EmployeeCustomerVendor		
	Other – Please Explain		
Witness 3 – Name	Telephone		
	Work Home		
Address (street, city, state, zip)	Category of Witness		
	EmployeeCustomerVendor		
	Other – Please Explain		

#### IF ASSAULTED, answer next 6 questions. IF THREATENED, go to next section

	, , , , , , , , , , , , , , , , , , , ,
1.	What started the assault?
2.	What did the assaulter say when you were assaulted?
3.	What was used to hit/strike/injure you?
4.	What injuries did you sustain? Was medical treatment necessary?
5.	How did the assault end?
6.	How did you leave the assault site?

#### **IF THREATENED**, answer next 3 questions

1.	As closely as possible, what were the words used?
2.	Was "threatener" in a position to carry out the threat immediately?
3.	How serious do you believe the threat was and why?

**EMPLOYEE RELATED ACTIONS** (Employee must complete next two questions whether a threat or assault)

1. What actions were taken by the employee? (e.g. filed workers' compensation, obtained medical treatment, used sick leave/vacation, etc.)

2. What specific actions from Employer does employee request related to assault/threat? If none, so indicate.

#### LAW ENFORCEMENT INFORMATION

Law Enforcement Agency Contacted –	Date Contacted	Telephone Number	
Name of Person/Officer			

Was a written report completed?yes no (At	tach copy of Police report w	hen possible)
What action was promised?		

#### MANAGER ACTIONS

Directions given to Employee (i.e. go home, go to hospital, etc.)

Department Head Recommendation:

\_\_\_\_Prosecution \_\_\_\_Restraining Order

\_\_\_\_Letter to Threatener \_\_\_\_Other, please specify \_\_\_\_\_\_

#### **NOTIFICATION DATES**

Received by Department Head	Employee notified of Chosen Action
Received by Personnel Director	

#### RECOMMENDATIONS

What can be done to prevent future incidents?

## Appendix 2

	Personal Conduct to	o Mi	nimize Violence			
Fol	Follow these suggestions in your daily interactions with people to de-escalate potentially violent situations. If at any time a person's behavior starts to escalate beyond your comfort zone, disengage.					
	Do	Do Not				
*	Project calmness, move and speak slowly, quietly and confidentially.	*	Use styles of communication which generate hostility such as apathy, brush off, coldness, condescension, robotism, going strictly by the rules or giving the run-around			
*	Be an empathetic listener: Encourage the person to talk and listen patiently.	*	Reject all of a client's demands from the start.			
*	Focus your attention on the other person to let them know you are interested in what they have to say.	*	Pose in challenging stances such as standing directly opposite someone, hands on hips or crossing your arms. Avoid any physical contact, finger pointing or long periods of fixed eye contact.			
*	Maintain a relaxed yet attentive posture and position yourself at a right angle rather than directly in front of the other person.		Make sudden movements which can be seen as threatening. Notice the tone, volume and rate of your speech.			
*	Acknowledge the person's feelings. Indicate that you can see he/she is upset.	*	Challenge, threaten, or dare the individual. Never belittle the person or make him/her feel foolish.			
	you can see neysne is upset.	*	Criticize or act impatiently toward the agitated individual.			
*	Ask for small, specific favors such as asking the person to move to a quieter area.	*	Attempt to bargain with a threatening individual.			
*	Establish ground rules if unreasonable behavior persists. Calmly describe the consequences of any violent behavior.	*	Try to make the situation seem less serious that it is.			
*	Use delaying tactics which will give the person time to calm down. For example, offer a drink of water (in a disposable cup).	*	Make false statements or promises you cannot keep.			
*	Be reassuring and point out choices. Break big problems into smaller, more manageable problems.	*	Try to impart a lot of technical or complicated information when emotions are high.			
*	Accept criticism in a positive way. When a complaint might be true, use statements like "You are probably right" or "It was my fault." If the criticism seems unwarranted, ask clarifying questions.	*	Take sides or agree with distortions.			
*	Ask for his/her recommendation. Repeat back to him/her what you feel he/she is requesting of you.	*	Invade the individual's personal space. Make sure there is a space of three feet to six feet between			
*	Arrange yourself so that a visitor cannot block your access to an exit.		you and the person.			

## **Five Warning Signs of Escalation Behavior**

Warning Signs	Possible Responses
Conf	usion
Behavior characterized by bewilderment or distraction. Unsure or uncertain of the next course of action.	<ul> <li>Listen to their concerns.</li> <li>Ask clarifying questions.</li> <li>Give them factual information.</li> </ul>
Frusti	ration
Behavior characterized by reaction or resistance to information. Impatience. Feeling a sense of defeat in the attempt of accomplishment. May try to bait you.	<ul> <li>See steps above.</li> <li>Relocate to quiet location or setting.</li> <li>Reassure them.</li> <li>Make a sincere attempt to clarify concerns.</li> </ul>
Bla	me
Placing responsible for problems on everyone else. Accusing or holding you responsible. Finding fault or error with action of others. They may place blame directly on you. <b>Crossing over to potentially hazardous</b> <b>behavior.</b>	<ul> <li>See steps above.</li> <li>Disengage and bring second party into the discussion.</li> <li>Use teamwork approach.</li> <li>Draw client back to facts.</li> <li>Use probing questions.</li> <li>Create "Yes" momentum.</li> </ul>
Anger-Judgme	nt call required
Characterized by a visible change in body posture and disposition. Actions include pounding fists, pointing fingers, shouting, or screaming. <b>This signals very risky behavior.</b>	<ul> <li>Utilize venting techniques.</li> <li>Don't offer solutions.</li> <li>Don't argue with comments made.</li> <li>Prepare to evacuate or isolate.</li> <li>Contact supervisor and/or security office.</li> </ul>
Hostility – Judgm	nent call required
Physical actions or threats which appear imminent. Acts of physical harm or property damage. Out-of- control behavior signals they have crossed over the line.	<ul> <li>Disengage and evacuate.</li> <li>Attempt to isolate person if it can be done safely.</li> <li>Alert supervisor and contact security office immediately.</li> </ul>

## **GUIDELINES FOR PUBLIC COMMENT**

Towns are authorized to enact rules and regulations regarding the conduct of public meetings and public hearings. Town Law, §130.

The public shall be allowed to speak only during a public hearing or during the public comment period of the meeting or at such other times as a majority of the Board shall allow. Comments must relate to the business of the Parma Board or the specific Public Hearing being held to provide information to the Board or express their concerns. The Public Comment period is not intended to be a question and answer period. When practical the Board will try to answer short direct questions.

Citizens that have a question or concern that will require some research are encouraged to provide that information to a Board member prior to the meeting. This should allow the Board to have a response or possibly resolve the matter beforehand.

The Chair shall recognize the person wishing to speak. Comments shall be limited to three minutes per person. Each participant shall be permitted to speak only once during each Town Board meeting. Comments shall be directed only to the Chairperson and Board members. Comments shall be respectful and in good order. The Chairperson or Board member may reply only after the speaker has finished talking.

Speakers must give their name, address and organization, if any and state the topic they wish to address.

Board members may, with the permission of the Chairperson, interrupt a speaker during their remarks, but only for the purpose of clarification or information.

Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste. Members of the public shall refrain from debate and argument among themselves during the Board meeting and shall address all remarks to the Board.

Prepared statements and accompanying documents and attachments shall not be read aloud but shall be submitted to the Chairperson for review by the Board in the future and may be included in the Board minutes.

When a group of persons wishes to address the Board on the same subject matter, it shall be proper for the presiding officer to request that a spokesperson be chosen by the group to address the Board and to limit the number of persons addressing the Board on the same matter so as to avoid unnecessary repetition.

Interested parties or their representatives may address the Board by written communications. Written communications shall be delivered to the Town Clerk or designee. Sufficient time should be allowed to distribute these communications to the Board members so they are aware of them prior to the next meeting.

Any person making offensive, insulting, threatening, insolent, slanderous or obscene remarks or who becomes boisterous or who makes threats against any person or against public order and security while in the Board Room shall be removed at the direction of the presiding officer from further audience at the meeting, unless permission to continue is granted by the majority vote of the Board members present.

A disruptive speaker after a final warning by the Chair will be removed from the meeting by a peace office. The authority is section 240.20 of the Penal law related to disorderly conduct.

Banners, flyers, or other signs are not permitted in the meeting room. The distribution of flyers is not permitted in the meeting room.

The Open Meetings Law gives the public the right to attend meetings and to listen to deliberations. However, the public may not participate in the meeting except upon the invitation of the Chairperson and, in the case of public hearings, as required by law.

At any time, the Chairperson may entertain or enter a motion to adjourn, which shall be carried upon majority vote. At any time, the Board may vote to exhaust the agenda before possibly inviting further public comment.

There will be a signup sheet for those wishing to address the Board during a public hearing or a meeting where the attendance is high. The Chairperson will call upon the people that signed up in the order that they appear.

## **INTERMUNICIPAL AGREEMENT**

This Agreement, entered into by and between the Town of Parma, 1300 Hilton Parma Comers 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:

- 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. At a rate of \$ 25.00 a call.
- 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. At a rate of \$ 25.00 a call.
- 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 employee's 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: Jim Roose, Supervisor

TOWN OF HAMLIN

Dated:

By: Steve Baase, Supervisor

## LEASE AGREEMENT FOR KENNEL FACILITIES

LEASE AGREEMENT, made this 3rd day of January, 2023 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, 2023 by voucher submitted to the Parma Town Board of the Lessee.
- 12. This agreement shall commence on the 3nd day of January, 2023 and shall continue through the 3nd day of March 2024.
- 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: \_\_\_

Jim Roose Town Supervisor

WITNESS:

TOWN OF HAMLIN

By: \_\_\_

Steve Baase Town Supervisor

# Town of Parma

# IT Disaster Recovery Plan

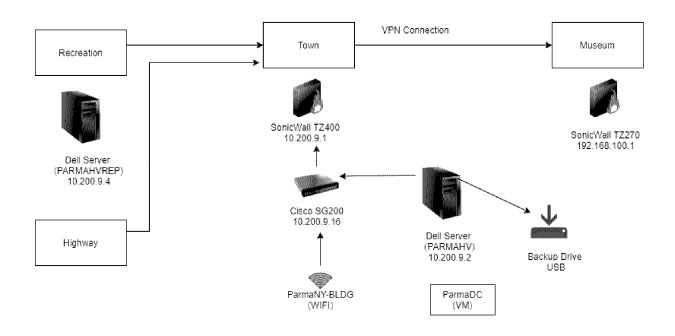
# Information Technology Disaster Recovery Plan

The Disaster recovery plan is a procedure to use to recovery critical systems and infrastructure in the event of an emergency or disaster.

## **Objectives:**

- To minimize interruptions to the normal operations.
- To limit the extent of disruption and damage. (Reference RTO / RPO)
- To minimize the economic impact of the interruption.
- To establish alternative means of operation in advance.
- To provide for smooth and rapid restoration of service.

#### Town Of Parma Network Diagram



## Town Of Parma RTO/RPO

#### **Priority Applications/Servers**

List the priority applications/servers that drive your business, the most critical periods when these applications are required and assess the overall impact to your company if you cannot perform these functions.

Two key elements that must be considered within any disaster recovery plan are the:

- **Recovery Time Objective (RTO)**: the acceptable amount of time required to recover the business function after an outage. How long can you be down without these applications running?
- **Recovery Point Objective (RPO)**: the time allowed to elapse since the last backup of your data prior to the outage. How much data can you afford to lose?

	Hours	hours			Backup	
Files, DC, Programs	24	24	PARMADC	High	Windows	N
				business Low, Medium, High	Backup Technology	up to cloud?
Applications	RPO	RTO	Server	Impact on	Current	Backed

Hyper-v, Application	24 Hours	24 hours	PARMAHV	High	Windows Backup	N
Hyper-v, Applications	24 Hours	24 Hours	PARMAREP	High	Hyper-V Replication	N

# **Backups**

- Windows Backups are preformed daily to attached backup USB drive
- The backups include **Parmahv** Hyper-V host and **Parmadc** VM
- The **Parmadc** is replicated with Hyper-V replication to Hyper-V Host **ParmaRep** located in the Recreation department on Henry Street in Hilton.

# **Disaster Recovery Procedure:**

- Spin up Hyper-V Replication VM from ParmaRep Server
- Copy data from External Windows Backup drive.
- Contact Dell to replace hardware
- Replace network equipment as required
- Use SSLVPN as needed to remote users into server that are offsite

This document is a live working document. Changes to this document will need to be updated as new hardware and new technologies are added to the infrastructure.

Rev. 1A