



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
FEBRUARY 21, 2023
6:30 P.M.

James Roose
Supervisor
Linda M Judd
Councilperson
Tina Brown
Councilperson
David Ciufu
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 February 7, 2023 Town Board Meeting
Town Clerk Report
Highway Superintendent Report
Parks and Recreation Director Report
Building Inspector Report
Library Report

PUBLIC HEARING:

PUBLIC FORUM:

BUSINESS ITEMS:

1. Authorize Supervisor to Sign MRB Master Plan Proposal
2. Resignation of Don Wells, Assessor
3. Appointment of Charlene Stephany, Assessor
4. Highway Agreement Expenditures of Highway Money
5. Snow and Ice Agreement
6. Quote for Bobcat
7. Prepays
8. Budget Transfers
9. Miscellaneous

INFORMATIONAL ITEMS:

1. Moul Rd. Water District Informational Meeting (3-22-23)
2. EMS Services
3. Miscellaneous

LIAISON REPORTS:

WARRANT: AOO- General Fund BOO- Part Town DAO- Highway Town Wide
TAO- Trust & Agency SDO- Drainage DBO – Part Town

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)"

**AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS
2023**

AGREEMENT between the Town Highway Superintendent of the Town of Parma, Monroe County, New York and the undersigned members of the Town Board.

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected in the Town for the repair and improvement of highways, and received from the State for state Aid for the repair and improvement of highways, shall be expended as follows:

1. **GENERAL REPAIRS.** The sum of \$53,000 shall be set aside to be expended for primary work and general repairs upon 26.89 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the renewals thereof. Specific work as follows:

Pavement markings, Drainage Culverts, General Asphalt Repairs

2. **PERMANENT IMPROVEMENTS.** The following sum of \$180,000 shall be set aside to be expended for the permanent improvements of town highways:

E. Wautoma Beach Rd	Collamer Rd
Spencer Rd	Orchard Hills Dr
North Shore Dr	Black Tern Ter

Executed in duplicate this _____ day of _____, 2023

Supervisor

Councilperson

Councilperson

Councilperson

Councilperson

Town Highway Superintendent

NOTE: this agreement should be signed in duplicate by majority of the members of the Town Board and by the Town Superintendent. Both copies must be approved by the County Superintendent. One copy must be filed in the town clerk's office and one in the County Superintendent's office.

Contract No.: D014820
 Supplemental Agreement No.: 2
 Date Prepared: _____

SUPPLEMENTAL AGREEMENT No. 2 to Contract No. D014820

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State"); and the

TOWN OF PARMA ("Municipality")

Acting by and through the _____.

This amends the existing Municipal Snow and Ice Agreement between the parties in the following respects only (*check all that apply*):

- Amending the contract end date ONLY
- Amending the number of lane miles/specific roads covered under Paragraphs 7 and 9 of the Original Agreement (revised map attached)
- Amending the estimated expenditure for the 2022/2023 season by:
 - adding funding due to exceeding the Estimated Expenditure for the above-mentioned season (required Amendment B attached with a copy of the final snow & ice voucher, if applicable)
 - adding funding to adjust the Estimated Expenditure to account for increases in labor, materials, equipment, and/or overall costs, per the terms in Paragraphs 9 and 10 in the Original Agreement (Adjustment Worksheet and Municipal Resolution attached)
- Extending the Agreement for an additional 5-year period (Extension No. _____ of a maximum of 3)
- Other: _____

Contract No.: D014820

Supplemental Agreement No.: 2

Date Prepared: _____

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY:

By: _____
For Commissioner of Transportation

By: _____

Date: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF : Monroe

On this _____ day of _____, 20____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipality described in and which executed the above instrument; that it was executed by order of the _____ of said Municipality pursuant to a resolution that was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

Notary Public

APPROVED AS TO FORM
STATE OF NEW YORK ATTORNEY GENERAL

APPROVAL BY NYS COMPTROLLER'S OFFICE

By: _____

By: _____

NYS DOT Municipal Snow & Ice Program

AGREEMENT ADJUSTMENT/CALCULATION WORKSHEET For Index Lump Sum Agreements

2022/23 Snow & Ice Season
Current Contract Period: 7/1/2019 to 6/30/2024

Municipality	TOWN OF PARMA	Contract #	D014820
County	MONROE	Region	4
Contract LM	52.96		

2021/2022 Season's Estimated Expenditure					\$298,801.66	
%	Labor	45.01%	Materials	20.69%	Equipment	34.30%
Value	\$130,643.11		\$60,065.83		\$99,540.72	

LABOR *

Labor Portion of 2021/22 Estimated Expenditure	\$130,643.11
% Labor Increase/Decrease for 2022/23 Season	x 6.45 %
Additional/Less Labor Costs for 2022/23	\$8,426.50

Labor Portion of 2022/23 Season Estimated Expenditure	\$ 139,069.61
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* *Attach Municipality's certification of applicable labor cost increase*

MATERIALS

Materials Portion of 2021/22 Extension's Estimated Expenditure \$60,065.83

	% Materials	2021/22 Total Material \$	I. Proportionate \$ Amount	2022/23 Price Per Unit	2021/22 Price Per Unit	Difference (Show +/-)	II. ± ▲ %	I. x II. Inc/Dec
Salt	100%	\$60,065.83	\$60,065.83	\$62.48	\$55.59	\$6.89	12.40%	\$7,448.16
Sand								
Other								
Materials Total								\$67,513.99

Materials Portion of 2022/23 Season's Estimated Expenditure	\$67,513.99
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EQUIPMENT

Equipment Portion of 2021/22 Estimated Expenditure	\$99,540.72
% Equipment Increase/Decrease for 2022/23 Season	x 0.00%
Additional/Less Equipment Costs for 2022/23	\$0.00

Equipment Portion of 2022/23 Season Estimated Expenditure	\$99,540.72
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SUBTOTAL of Labor + Materials + Equipment:		\$306,124.32
FIXED COSTS (fill out if necessary)		
Salt Storage (Barns)	2013/2014 to 2032/2033	\$5,900.00
DTN Weather Service		
Snow Fence	1,950 LF x \$1.36 per LF	\$2,652.00
Total Fixed Costs		\$8,552.00

2022/23 SEASON ESTIMATE (Labor + Materials + Equipment + Fixed Costs)	\$314,676.32
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SUMMARY OF COSTS

	2021/22 \$	%	2022/23 \$	%
Labor	\$130,643.11	45.01%	\$139,069.61	45.75%
Materials	\$60,065.83	20.69%	\$67,513.99	21.55%
Equipment	\$99,540.72	34.30%	\$99,540.72	32.70%
Fixed Costs	\$8,552.00	-	\$8,552.00	-
Totals	\$298,801.66	100%		100%

A: Original Base Season Estimate from Current Agreement:	\$262,516.06
B: 2022/23 Season Estimate	\$314,676.32
Increase or Decrease (B minus A)**	\$52,160.26

***If an increase is needed for the 2022/23 season, an amendment (Supplemental Agreement) to the contract will be required and will be subject to OSC approval.*

Estimate Recommended/Reviewed By: _____
Resident Engineer

Estimate Reviewed By: _____
Municipality

Estimate Approved By: _____
S&I Program Manager

Freight Charges
Dealer Assembly Charges
Quote Total - US dollars

\$1,641.00
\$62.50
\$72,274.79

Notes:

*Prices per the New York State Contract – PC69396

*Terms Net 60 Days. Credit cards accepted.

*FOB Destination

*State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.

*TID# 38-0425350

*Orders Must Be Placed with Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.

*Quote valid for 30 days

ORDER ACCEPTED BY:

Jim Christ
SIGNATURE

2-14-23
DATE

Jim Christ Highway Supt.
PRINT NAME AND TITLE

PURCHASE ORDER NUMBER

DELIVERY ADDRESS: 51 HENRY ST. HILTON

BILLING ADDRESS (if different than Ship To): _____

TAX EXEMPT? _____ YES _____ NO

Exempt in the State of _____

Tax Exempt ID:

FEDERAL - _____

STATE - _____

Expiration Date: _____

January 30, 2023

James Roose, Supervisor
Town of Parma
1300 Hilton – Parma Road
Hilton, New York 14468

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
COMPREHENSIVE PLAN UPDATE—TOWN OF PARMA**

Dear Supervisor Roose:

The Town of Parma has identified the development of a new comprehensive plan as critical to shaping future growth and quality of life in Parma. Your team has identified challenges associated with outdated development regulations, for which a comprehensive plan can create a clear, intentional roadmap for clear, concise improvements to the development codes.

Town leaders have worked hard to maintain high quality services by effectively managing the growth pressures inherent in your Monroe County location. A comprehensive plan will give local leaders a picture of the desire of the community for future growth, and outline strategies for managing growth pressures.

MRB Group has worked closely with your neighboring communities on similar strategies, to fantastic results. Plans in the nearby Village of Hilton and the Town of Ontario in Wayne County have addressed similar market conditions as those facing Parma. We engaged the community, evaluated market data, and created a set of strategies built for implementation. We can assist Parma in developing a similar approach.

I. Project Overview

The Parma Comprehensive Plan will serve as a roadmap toward future growth and development in the Town. Through a thoughtful process, built upon strong public involvement and validated with sound economic and demographic data, our team will support you in the creation of a 15-year plan for operational guidance, future land use considerations, infrastructure, housing concerns, and economic development.

Project elements include:

A. Project Management

We propose that the project be guided by a five to ten-person steering committee, identified by your elected leadership. The committee should be comprised of community members, major employers, and others identified as key stakeholders in the community's future. The committee will meet monthly to support the development of plan components and will serve as the voice of the community throughout plan development.

B. Public Engagement

Any long-range community plan must be informed by a robust public engagement process. Our process for hearing from the community includes the development and analysis of a communitywide survey, the hosting of two public forums where community members are welcome to share their insights on plan elements and other critical aspects of the community.

C. Existing Conditions Analysis

The key to any implementable plan is a strong foundation of sound data. Our team has access to a wide range of economic and demographic data, which we will use to create a picture of current conditions in the community. Additionally, we will work with local staff and the steering committee to "fill in the gaps" and validate trends we identify in the data. This analysis includes demographic and economic trends, current land use and zoning issues, housing

conditions, an infrastructure assessment, and other key components to community health.

D. Development of a Unified Vision, Core Values, Planning Principles

A great comprehensive plan should be built as a filter, rather than a list of proposed projects. Leveraging community input and trends identified in the data, our team will support the steering committee in the development of a unified community vision, a set of core values identifying how your community operates, and a series of planning principles that can be used as a measuring stick for future projects and investments. These components will support Parma in the implementation of future growth strategies.

E. Development of Key Initiatives

Once the community vision is established, our team will work with the steering committee to identify approximately five key initiatives that the community can leverage to advance you toward your vision. We will work with the committee to identify key public and private projects necessary to achieve your goals and objectives and outline a path toward implementation.

F. Implementation Strategy

With a clear picture of where the community is headed, our team will create an easy-to-understand matrix of implementation activities, including a proposed schedule, anticipated investment needs, and identification of the parties responsible for supporting implementation. This serves as an accountability tool to ensure future understanding of the implementation approach.

G. Adoption Support

Once the draft plan is completed, our team will work with local leadership to finalize plan elements, execute State Environmental Quality Review (SEQRA), and adopt the plan.

II. Scope of Services and Compensation

Plan development and project management will take place over twelve months and will be coordinated through the Administrator. Scope activities and fees include:

- A. Public Engagement and Plan Development
Development of the draft plan includes:
 - 1. Facilitation of steering committee meetings.
 - 2. Coordination of public engagement efforts including a community survey, updates for the Town website, public forums, and key stakeholder interviews.
 - 3. Existing conditions analysis includes a review of demographic and economic data, infrastructure and operations assessment, housing overview, and economic development assessment.
 - 4. Draft plan development includes the facilitation of a unified vision, core values, and planning principles, the development of key initiatives, and the development of an implementation strategy.

Subtotal of A, Items 1-4..... \$45,475.00

- B. Plan Adoption Support
Once a draft plan is in place, adoption support includes:
 - 1. Draft Plan Presentation and Public Forum.
 - 2. Edits and Final Publication.
 - 3. SEQRA Review and Adoption.

Subtotal of B, Items 1-3..... \$3,500.00

Total Compensation \$48,975.00

The cost figures shown above represent our lump sum amount. Any additional work beyond this fee and outside the scope of this

proposal would be reviewed with the Client. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.

III. Project Schedule

Our team is prepared to begin work immediately upon execution of this agreement. Work is expected to be completed within 12 months of project commencement.

IV. Additional Services

The following items, not included in the above services, can be provided on a personnel time-charge basis but would only be performed upon receipt of your authorization.

- A. **Schedule Extensions:** Our team is prepared to complete this work within twelve months (from project kickoff through plan adoption). Should the Town wish to extend this process beyond the 12-month timeframe, additional staff work may be billed at standard MRB Group hourly rates.
- B. **Quarterly Check-In and Performance Measurement:** Our team can meet regularly with local leadership following development to evaluate implementation activities.
- C. **Implementation Support:** MRB Group maintains a cadre of local government management and engineering experts. We can offer implementation support for plan activities across a range of disciplines.
- D. **Grant Support and Resource Development:** Our grants team can identify state and federal funding opportunities to advance goals identified in the plan.

V. Commencement of Work

Upon receipt of the signed proposal, MRB Group will begin work on the project.

VI. Standard Terms and Conditions

Attached hereto and made part of this Agreement is MRB Group's *Standard Terms and Conditions*.

If this proposal is acceptable to you, please sign where indicated and return one copy to our office. We have included an additional copy for your records. Thank you for your consideration of our firm. We look forward to working with you on this project.

Sincerely,



Matt Horn
Director, Local Government Services



James J. Oberst, P.E.
Executive Vice President/COO

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PROPOSAL ACCEPTED FOR THE TOWN OF PARMA BY:

Signature

Title

Date

MRB GROUP, ENGINEERING, ARCHITECTURE, SURVEYING, D.P.C.
AGREEMENT FOR PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS

A. TERMINATION

This Agreement may be terminated by either party with seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

B. OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, including attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.

C. ESTIMATES

Since the P.S.O. has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the P.S.O. does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the project construction cost.

D. INSURANCE

The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

E. INDEPENDENT CONTRACTOR

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

F. SUCCESSORS AND ASSIGNS

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

G. P.S.O. NOT RESPONSIBLE FOR SAFETY PROVISIONS

The P.S.O. is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The P.S.O. is not responsible for the Contractor's failure to execute the work in accordance with the Contract Drawings and/or Specifications.

H. INVOICES AND PAYMENT

Client will pay MRB Group, Engineering, Architecture, Surveying, D.P.C. for services in respect of the period during which Services are performed in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All invoices are due upon receipt. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, Client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

MRB Group, D.P.C. is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

J. P.S.O. NOT AN EMPLOYEE

The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

K. INDEMNITY

The Owner will require any Contractor and Subcontractors performing the work to hold it harmless and indemnify and defend the Owner and P.S.O., their officers, employees and agents from all claims resulting from the Contractor's negligence in the performance of the work.