

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
JULY 16, 2024
6:30 P.M.

James Roose
Supervisor
Linda M Judd
Councilperson
Tina Brown
Councilperson
David Ciuffo
Councilperson
Tod Ferguson
Councilperson

This Meeting Will Be Recorded by the Town Clerk

Pledge of Allegiance

Moment of Silence

Emergency Exit Instructions

Roll Call

PUBLIC HEARING: 1. Neighborhood Commercial District

Minutes of June 18, 2024 Town Board Meeting

Town Clerk Report

Highway Superintendent Report

Parks and Recreation Director Report

Building Inspector Report

Library Report

PUBLIC FORUM:

BUSINESS ITEMS:

1. General Commercial Moratorium
2. Auditor's Report – 2023 Financials
3. Comp Plan SEQRA Intent to Declare Lead Agency
4. Set Public Hearing – Comprehensive Plan August 20
5. Highway Department Pole Barn – Request for Bids
6. Accept Letter of Credit – Wilder 10
7. MRB Proposal
8. Parks Dump Truck Procurement
9. NRPA Conference Attendance
10. Asset Disposal
11. Enclose Ditches at 1109 & 1113 Manitou Road – Highway Dept to Provide Maintenance
12. Prepaids
13. Budget Transfers

INFORMATIONAL ITEMS:

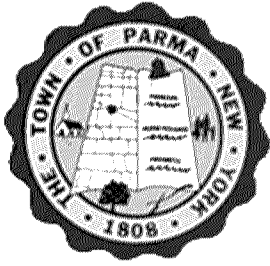
LIAISON REPORTS:

WARRANT:

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

1300 Hilton-Parma Corners Road
P.O. Box 728
Hilton, NY 14468
Phone (585) 392-9461
Fax (585) 392-6659

TOWN OF PARMA HIGHWAY DEPARTMENT BUILDING

SCOPE OF WORK:

The Town of Parma is seeking bids to construct a 40'x120'x16' post frame building at the Highway Department, 31 Henry Street, Hilton, NY 14468. All bidders are responsible for visiting the job site and reviewing the Instructions to the Bidder. As part of the bid the winning contractor is expected to assess the existing area for structural problems that may arise. The Building Specifications are as follows:

- 40' x 120' x 16' Post frame building.
- Steel roof and siding.
- No eave and gable overhangs.
- 2 - 3'0" Solid man doors with locksets.
- 4 - 16'x14' Insulated Overhead Doors with chain fall openers.
- 2 - 12'x12' Insulated Overhead Doors with chain fall openers.
- Columns engineered for building.
- Headers engineered for building.
- Trusses 4' on center engineered for building (4/12 pitch).
- Concrete footing under and around base of post (post holes approximately 48" deep)
- 2x4 wall girts and 2x4 purlins 2 foot on center.
- 2x8 pressure treated splash board at grade level.
- Prevailing Wage
- Stamped plans.
- Provide a dumpster for debris.
- All debris is to be removed from the site at the end of the job.

Bid instructions can be found on the following pages.

INSTRUCTIONS TO BIDDERS

PREPARATION OF BIDS:

Each person making a Bid:

1. Certifies that they have fully informed themselves of the contents of the Bidding Documents by their personal examination of them;
2. Certifies that they have not relied on any estimates, or any representations made by the Town of Parma, its agents, servants or employees with respect to the work to be performed or the material to be supplied under Bidding Documents; and
3. Agrees that they will not make against the Town, its agents, servants, or employees, any claim based upon the lack of such information or the existence of such reliance.

Upon request, each prospective Bidder will be given a complete set of Bidding Documents.

Each set of Bidding Documents should contain:

1. Advertisement for Bids
2. Instructions to Bidders
3. Bid Forms:
 - a. Contract GC—General Construction Bid Form
 - b. Non-Collusive Bidding Certificate
 - c. Certification Regarding Equal Employment Opportunity
4. Other Forms:
 - a. A written description of the work to be done.
 - b. A written estimate of the project timeline and project steps.
 - c. A written description of the work or support from the Town.
 - d. A disposal plan for the equipment to be removed.

Each person submitting a Bid shall set forth in the space provided at the end of the Bid Form:

1. Name and title of person preparing bid
2. Business name, address, telephone, e-mail, and fax number of bidder
3. Names and contact information of references of similar projects (minimum of 3)
4. Signature
5. The date

Each person submitting a Bid shall submit (one original and two exact copies) of the following

1. Completed and signed bid document forms:
 - a. Bid Form Contract GC
 - b. Non-Collusive Bidding Certificate
 - c. Certification Regarding Equal Employment Opportunity
 - d. Performance Bond

The total price shall be typewritten, or written in ink, in words and in figures. Labeled spaces are provided for this purpose in the Bid Form. In the event that the price stated in words is not the same as the price stated in figures, the price stated in words shall be binding. All prices quoted shall exclude all Federal, State, and Municipal taxes.

Each bid shall be delivered to the Town of Parma, 1300 Hilton Parma Road, Hilton, New York 14468 no later than 10:00 am on August 16, 2024, enclosed in an opaque, sealed envelope clearly labeled with the name of the bidder and the title of the proposal as taken from the title page of the bidding documents.

The Contract between the Town and the successful bidder shall be deemed executory only to the extent of the monies actually appropriated and available for the purpose of the contract, and no liability on account there for shall be incurred beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of the contract.

Unauthorized Changes: If this document is found to be altered in any way by a bidder, it shall be cause for disqualification of the bidder from any contract resulting from this solicitation and/or any future solicitation by the Town.

BID OPENING AND AWARD:

All Bids will be opened and read at the time and place specified in the Advertisement for Bids. The Town Clerk may, in her discretion:

1. Permit a Bidder to withdraw his bid, if a written request to withdraw the bid is received by the Town Clerk prior to the time set for the Bid Opening; or
2. Reject any Bid which lacks prices on all items included in the proposal, or which in any other way is incomplete.
3. Require the apparent low bidder(s) to furnish evidence, including documentary evidence where deemed necessary, to establish proof of financial responsibility and ability to perform the contract, if awarded.

THE Town of Parma RESERVES THE RIGHT:

1. To reject any and all Bids if in its opinion the best interest or best value of the Town will be promoted thereby.
2. Where the Bid Form invites prices on more than one item, to consider the prices upon the various items as separable bids, and to award to any responsible bidder only those items for which it has submitted the lowest responsive bid.
3. To conduct investigations as to the qualifications and financial position of the apparent low bidder(s), to the fullest extent allowed by law. The Town, in its sole discretion, shall determine the financial and professional adequacy of bidder(s).
4. To require evidence of professional and financial competency from the bidders submitting the three lowest responsive bids. Such evidence may include, but is not limited to, the following:
 - a. Proof of the required number of qualifying years of experience and/ or number of projects, as the case may be, as stated in the specifications.
 - b. List of equipment owned or leased by the bidder which would be available to perform the work.
 - c. List of key personnel that would actually perform the work.
 - d. A sworn statement as to whether the bidder has ever failed to complete a contract or defaulted on a contract, whether the bidder has ever had a claim(s) submitted on any performance bond, payment bond, or supply bond posted by the bidder, and whether there are any recorded judgments against the bidder or any predecessor of the bidder within the last seven years.

BID ACCEPTANCE AND AWARD; CONTRACT EXECUTION, PROGRESS, AND PAYMENT:

1. This contract will be awarded to that qualified Bidder whose Base Bid totals the lowest number of dollars or whose price for an Alternative option is accepted by the Town Board, if any.
2. Bid acceptance and award to the lowest responsible Bidder or Best Value by the Town Board-will be made as soon as practicable after the Bid Opening.
3. Following the award by the Town Board, a contract providing that the bidder and the Town are to perform according to the terms, conditions, and specifications set forth in the Bidding Documents will be prepared by the Board for execution by both parties.
4. Payment by the Town will be made in the manner set forth in the specifications portion of the Bidding Documents. (Reference Section 9 and 10 below)
5. All bidders shall please take note that the Town is a municipal corporation and exempt from all sales tax.
6. The Town reserves the right to reject any and all bids or to waive any formality deemed to be in the best interest of the Town.
7. Anytime a specification refers to a specific brand name, model, material, etc., it means that item or an item equivalent thereto, as determined by the Town.
8. The Contractor's will complete the work on or before **November 15, 2024**.
9. Work outside the Contract Scope: Any work not provided for in the awarded contract or written change order thereto executed by the Town or its designated representative is excluded from this contract, and the Town shall not be liable to the contractor for any cost, expense, or disbursement incurred by the contractor under the terms of this contract for such work.
10. The Town shall not be liable to the contractor for any cost, expense, or disbursement incurred by the Contractor for any extra/additional work performed unless the Town or their designee has executed a Change Order, or an official Purchase Order prior to such Additional Work being performed.
11. A Change Order is a written order to the contractor, signed by the Town or designee, specifically describing changes

in specifications or quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. Work covered by a change order shall be within the scope of the contract.

12. Overtime: If the contractor chooses to perform work under this contract, which said work would trigger the payment of overtime or holiday time under the provisions of the NYS Prevailing Wage Schedule, the Town shall not be liable for any costs incurred by the contractor thereby for equipment, material, purchased services, and/or labor.
13. In carrying out any of the contract provisions or in exercising any power of authority granted to any Town representative by this contract, there shall be no liability upon such Town representatives, either personally or as an officer or representative of the Town. It is understood and agreed that in all such matters, said Town representatives act solely as agents and representatives of the Town.
14. It is specifically agreed by and between the parties hereto, that no provisions of this contract are intended to create any third-party beneficiary, (including any third-party status in any subcontractor) or to authorize anyone not a party to the contract to maintain a suit for personal injury or property damage under the terms or provisions of this contract.
15. Default and Termination of Contract: The contractor shall be considered in default of his contract and such default will be considered as cause for the Town to terminate the contract for any of the following reasons:
 - a. Fails to comply with any term or condition of the contract,
 - b. Fails to begin the work under the contract within the time specified in the "Notice to proceed",
 - c. Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract,
 - d. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable,
 - e. Discontinues the prosecution of the work,
 - f. Fails to resume work which has been discontinued within a reasonable time after notice to do so,
 - g. Becomes insolvent, voluntarily or involuntarily files for bankruptcy, or commits any act of bankruptcy or insolvency,
 - h. Allows any final judgment to stand against him unsatisfied for a period of ten (10) days or more,
 - i. Makes an assignment for the benefit of creditors,
 - j. Fails to timely pay employees, subcontractors, and or suppliers of materials or purchased services, or
 - k. For any cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Town deem the contractor in default of the contract for any reason, it shall give written notice to the contractor and the contractor's surety as to the reasons for considering the contractor in default and the Town's intentions to terminate the contract.

If the Town terminates the contract, the Town may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Town will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Town, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due to the contractor. If such expense exceeds the sum which would have been payable under the contract, then the contractor and the surety will be liable and shall pay to the Town the amount of such excess.

OBLIGATIONS OF SUCCESSFUL BIDDER:

Each Bidder agrees, if awarded the Contract:

1. Assignment: Not to assign or sublet the contract or any work covered by the contract without previous written permission from the Town.
2. Prevailing Wage Rate Requirement: Prevailing wage rates and payroll transcript records: Contractors will be required to adhere to NYS DOL prevailing wage schedules in paying wages to employees. The prevailing wage schedules in effect at the time of the contract execution shall control.
 - a. Section 220(3-a) of the New York State Labor Law: Pursuant to Section 220 (3-a) of the NYS Labor Law, the successful bidder to whom the Town awards the contract, and any sub-contractor performing work under said contract, shall submit to the Town a transcript of its original payroll records within thirty (30) days of the issuance of the contract, or within five (5) days of first entering the work site, whichever occurs first, and thereafter the contractor and subcontractor shall submit certified payroll records every

thirty (30) days, until the contract expires or terminates. The filing of payrolls in a manner consistent with subdivision 3-9 is a condition precedent to payment of any sums due and owing to any person for work done on the project. Certified payroll records must also be submitted with invoices.

- b. If the work to be performed by the successful bidder is located at a single location, the successful bidder and every subcontractor retained by the successful bidder shall post in a prominent and accessible place on the site where the work is performed a legible statement of all wage rates and supplements as specified in the bidder's contract with the Town to be paid or provided, as the case may be, by the successful bidder or subcontractor for the various classes of mechanics, working men, or laborers, employed on the work. Such posted statement shall be written in plain English and titled, in lettering no smaller than two inches (2") in height and two inches (2") in width, with the phrase "Prevailing Rate of Wages". Such a posted statement shall be constructed of materials capable of withstanding adverse weather conditions.
3. Compliance with law: To comply with and fulfill all laws, orders, ordinances, rules and requirements of Federal, State, City, County or other political subdivisions and of any other department, bureau of governmental authority; all applicable OSHA and New York State Labor rules, regulations, and statutes.
4. To perform all work and to furnish all materials in strict accordance with the Bidding Documents unless written orders, describing a specific deviation from the Bidding Documents, shall previously have been issued by the Town; and
5. The Town of Parma shall determine whether or not the performance is in accordance with the Bidding Documents. Note: Each Bidder should be sure to check the specification portion of the Bidding Documents for additional information relating to the preparation of Bid, the Bid Opening and Award, and the obligations of the successful bidder.
6. Acceptance of Final Payment as Release: The acceptance by the contractor of final payment shall be and shall operate as a release to the Town of all claims and all liability to the contractor other than claims in stated amounts as may be specifically excepted by the contractor for all things done or furnished in connection with this work and for every act and neglect of the Town and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the contractor or its sureties from any obligations under the contract documents or the Performance and Labor and Materials Bonds.
7. Contractor's insurance: The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph and such insurances have been filed with and approved by the Town Board, nor shall the Contractor allow any sub-contractor to commence work on his sub-contract until such sub-contractor has been approved by the Town or its agents, and all similar insurance required of the sub-contractor has been so obtained and approved. The required insurance coverage shall remain in force during the entire contract term and any extensions thereof. The required insurance coverage is as follows:
 - a. Workmen's Compensation Insurance and Disability Benefits Insurance shall be obtained in accordance with the Law of the State of New York.
 - b. Public Liability and Property Damage Insurance which shall protect the Contractor and any sub-contractor performing work in connection with this Contract for claims for damages for personal injury including accidental death, as well as from Claims for property damage which may arise from operations connected with this Contract, whether such operations be by Contractor or by any sub-contractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:
 - c. Public Liability Insurance in an amount not less than One Million (\$1,000,000) for injuries including accidental death to any one person, and subject to the same limit for each person, and in an amount not less than \$2,000,000 on account of one occurrence.
 - d. Property Damage Insurance in an amount not less than Five Hundred thousand dollars (\$500,000) for damages on account of any one accident and in an amount not less than \$500,000 for damages on account of all accidents.
 - e. Motor Vehicle Insurance for motor vehicles that will be on site are required to have such insurance (if applicable):
 - f. Bodily Injury- \$1,000,000 each person, \$2,000,000 each occurrence
 - g. Property Damage - \$500,000 each occurrence

The Owner's Protective Liability Insurance policies should contain the following provisions:

- a. The presence of the Town's agents and employees on the site of the work shall not invalidate the policy of insurance.
- b. The policy shall not be invalidated by reason of any violation of any of the terms of any policy issued to

the Contractor.

- c. All policies of insurance required of the Contractor, except Workmen's Compensation and Disability Benefits, insuring, indemnifying and saving harmless the Town of Parma, shall be endorsed naming the Town of Parma and its officers and employees and agents, as an additional insured on a primary basis.
- d. Proof of Coverage of Insurance: The Contractor shall furnish the Town certificates of all insurance, each of which shall contain the following provision: Such insurance shall not be canceled, terminated, modified or changed by either Contractor or the Insurance Company, except on ten (10) days prior written notice sent by the Insurance Company via registered mail to the Town. Such notices shall be addressed to James Roose, Town of Parma Supervisor.
- e. The contractor shall save and hold the Town, its officers and employees harmless from and against all liability, claims and demands on account of personal injuries, bodily injuries and death (including, without limitation of the foregoing Workmen's Compensation) or property loss or damage of any kind whatsoever, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this contract, regardless of whether such injury, loss or damage shall be caused by, or claim to be caused by, the negligence or other fault of the contractor, or of a sub-contractor, or of some other person; or by any agents or employees of any of the foregoing; or by accident; or otherwise; provided however this provision shall not be construed to require the contractor to indemnify any indemnitee for the negligence of the indemnitee to the extent such negligence proximately caused the damages complained of. The contractor shall, at his own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all action based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions.

EQUAL EMPLOYMENT OPPORTUNITY:

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, military status, national origin, or sexual orientation. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, military status, national origin, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, marital status, military status, sexual orientation, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. Nothing in the Agreement or in any exhibit or attachment hereto, shall be construed to affect, alter, or modify the immunity of the Town of Parma. It is expressly understood and agreed that in the execution of this Agreement, the

Town of Parma does not waive, nor shall be deemed to waive, any immunity or defense that would otherwise be available to the Town of Parma against claims arising in the exercise of governmental powers and functions.

8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The Contractor will take such action with respect to any sub-contract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

END OF INSTRUCTIONS TO BIDDERS

TOWN OF PARMA HIGHWAY DEPARTMENT BUILDING

BID FORM CONTRACT GC - GENERAL REMOVAL AND INSTALLATION WORK

TO THE TOWN OF PARMA: The undersigned hereby declares that they have carefully examined all bid documents and all interpretations of any addenda to the Bid Documents and is satisfied as to all the quantities and conditions and understands that in signing this Bid, they waive all rights to plead any misunderstanding regarding the same. Pursuant to and in compliance with the Bid Documents, the Bidder hereby offers to furnish all equipment and whatever else is necessary or proper for, or incidental to, the completion of this Contract, as required by and in strict compliance with the applicable provisions of all contract documents, for the following bid prices:

Contract GC: Ceiling Removal and Replacement Lump Sum Base Bid Total:

Dollars (in figures): _____

Dollars (in words): _____

Alternate#1 Hourly rate for any additional work agreed to.

Dollars (in figures): _____

Dollars (in words): _____

Name of Company: _____

Name of Person Preparing Bid: _____ Date: _____

Refer to Technical Specifications for base bid and alternate scope of work.

TOWN OF PARMA HIGHWAY DEPARTMENT BUILDING

NON-COLLUSIVE AFFIDAVIT
STATE OF NEW YORK, COUNTY OF MONROE

Being first duly sworn deposes and says that:

- (1) He is (owner, partner, officer, representative, or agent) of _____
the bidder that has submitted the attached Bid.
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, agreed, directly or indirectly, with any other Bidder, firm or person, to submit a collusive or sham bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Local Public Agency or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed): _____

Subscribed and sworn to before me

This day of _____, 2024.

Notary Public

TOWN OF PARMA HIGHWAY DEPARTMENT BUILDING

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is required pursuant to Executive Order 11246 (30F.R.1231925). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed sub-contractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or sub-contract subject to the Equal Opportunity Clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION OF BIDDER:

Bidder's Name: _____

Address and Zip Code: _____

1. Has bidder participated in a previous contract or sub-contract subject to the Equal Opportunity Clause?
Yes No
If answer is yes, identify the most recent contract:

2. Were compliance reports required to be filed in connection with such a contract or sub-contract?
Yes No
If answer is yes, identify the most recent contract:

3. If answer to Item 2 is "No", please explain in detail:

CERTIFICATION: The information above is true and complete to the best of my knowledge and belief.

Signature: _____ Date: _____

Name & Title: _____

§ 165-38 Neighborhood Commercial (NC) District.

A. Purpose.

The purpose of the Neighborhood Commercial (NC) District is to provide low intensity commercial and mixed-use development to meet the personal service needs of adjacent residential neighborhoods. Associated land uses are intended to be compatible with the residential neighborhood due to their small size, low volume of traffic, and limited hours of operation.

B. Specially Permitted Principal Uses.

1. Small-scale Retail Uses.
2. Laundromats.
3. Professional offices.
4. Farmer's Market.

C. Permitted accessory uses.

1. Storage facilities incidental to the principal use, provided that all storage of materials and equipment is enclosed, or otherwise secured from adverse weather.
2. Any building in the NC District containing a permitted neighborhood commercial use may also include a residence as an accessory use, provided that the living area shall have a minimum area of 800 square feet. Said living unit shall not be on the same floor of the building as the neighborhood commercial use. The building shall meet the minimum requirements specified in the Uniform Code for such mixed occupancies.

D. Dimensional requirements for the Neighborhood Commercial (NC) District.

1. The dimensional requirements for this district are specified in Schedule I which is a part of this chapter.
2. No principal building in a Neighborhood Commercial (NC) District shall contain an area of less than 1,000 square feet. **[Added 12-1-1998]**

E. Building Placement and Orientation.

1. To the maximum extent practicable, all buildings shall be arranged to orient toward public streets and frame the corner at the intersection of any 2 streets.
2. All buildings shall have front entrances which face public streets and shall include a sidewalk connecting the entrance to the public sidewalks.
3. If a public sidewalk is not present the Town might require a sidewalk to be installed parallel to the street or roadway in addition to the sidewalk connecting to the building entrance.

F. Building Composition.

1. Buildings shall exhibit a clearly defined base, mid-section and crown. This can be accomplished using a combination of architectural details, materials, and colors.
2. Façades of buildings shall be broken down into a series of appropriately proportioned "structural bays" or components typically segmented by a series of columns, masonry piers, or pilasters that frame window, door and bulkhead components.
3. A façade bay shall have a maximum width of 20 feet.
4. Long, blank, unarticulated wall façades that face a major street are prohibited.
5. Elevation features should have depth, avoiding a flush or flat appearance.

6. Where a portion of a building façade without windows is necessary to front on a street, it shall be "broken" by vertical and horizontal articulation (e.g., sculpted, carved or penetrated) characterized by breaks (reveals, recesses) in the surface of the wall.
7. The proportion of glazing to overall ground floor façade area shall be a minimum of 50% on façades facing a street.
8. The proportion of glazing to overall upper floor façade area shall be a minimum of 25% on façades a major street.

G. Off-street Parking Location and Requirements.

In addition to requirements provided in **Article XVI** of this Chapter, the following parking requirements shall apply to the Neighborhood Commercial District:

1. Front yard parking shall be prohibited.
2. Parking shall be in either the side or the rear yard of a property. Side yard parking shall be setback a minimum of 10 feet behind the front building façade.
3. All nonresidential land uses in this district shall require a maximum of 1 parking space for every 500 square feet of building area.
4. Access shall consist of at least 1 drive aisle 15 feet in width for parking areas with fewer than 20 spaces and at least 2 drive aisles 10 feet in width for parking areas with more than 20 spaces.
5. Whenever a parking area faces a street or a property line, a planting area of a minimum width of 8 feet with plantings at least 3 feet high planted at least 3 feet on center shall be provided between the parking area and the street line or property line. The planting plan for this strip shall be approved by the Planning Board as part of the site plan review.

2. Landscaping.

1. All plants (including grass) shall be living plants. Artificial plants shall be prohibited.
2. Plants native to Upstate and Central New York are encouraged.
3. A minimum of 80% of surface area shall be covered by living materials for all areas where landscaping is required. Living materials shall not include mulch, bark, gravel or other non-living material.
4. Deciduous trees shall be a minimum of 1.5 inch caliper at the time of planting, and 8 feet in height at the time of planting.
5. Evergreen trees shall have a minimum height of 5 feet at the time of planting.
6. Due to heat and drought stress and vision clearances, ornamental and evergreen trees are not recommended, unless advised by the Town based on site conditions or circumstances.
7. Upright shrubs shall be a minimum of 24 inches in height and spreading shrubs, deciduous or evergreen, shall be a minimum of 15 inches in diameter.
8. Front yard and foundation landscaping must be provided. Foundation landscaping shall be provided in the form of a continuous 5-foot (minimum) landscape area around the full perimeter of the building, excluding pedestrian and vehicle access points.
9. Front yard landscaping and building foundation landscaping shall include a combination of trees, flowering shrubs, perennials, and ground covers.
10. Foundation landscape areas shall be 100% planted along the front, 50% planted along each side and 25% planted in the rear.

3. Buffers.

1. A buffer strip 10 feet in width shall be provided upon all non-residential land uses which abut a residential land use at the side or rear lot line. This buffer strip may be included within the required side or rear yard setback.
2. No parking area, building or other structure or paved area except walks, walls or fences shall be permitted in any buffer strip.
3. No storage or display of goods shall be permitted in any buffer strip.
4. Buffer strips shall include solid fencing and/or live, healthy vegetation of at least 5 feet in height.
5. Each buffer strip shall be planted with at least 2 trees and/or shrubs every 10 linear feet. The remainder of each buffer strip shall be landscaped in grass, ground cover, other vegetation or a walk, wall or fence.
6. Fences or walls shall be subject to the provisions in **§ 165-128 A.1-A.9**.

4. Signs.

1. All regulations within **§ 165-112** shall apply to the Neighborhood Commercial District.
2. The sign regulations below in **§ 165-38 J.3-J.9** shall only apply to the Neighborhood Commercial District.
3. The following signs shall be prohibited in the Neighborhood Commercial District:
 - a. Billboards.
 - b. Illuminated Signs.
 - c. Inflatable signs.
 - d. Pennants/streamers.
 - e. Pole signs.
 - f. Roof signs.
 - g. Vehicular signs.
 - h. Television display signs.
 - i. Signs attached to a tree, utility pole or otherwise affixed to anything other than an approved sign support structure.
 - j. Signs containing reflective materials.
 - k. Signs that obstruct the public right-of-way or obstruct the view of traffic.
 - l. Signs that obstruct the view of another sign on an adjacent property.
4. Permitted sign types in the Neighborhood Commercial District shall include monument signs, projecting signs, wall signs and window signs as defined by this Chapter.
5. Each commercial business shall be permitted a maximum of 2 different signs from the list of permitted signs.
6. Monument Signs.
 - a. Monument signs shall not exceed 4 feet in height.
 - b. The maximum sign area shall be 24 square feet. This excludes the area of the monument's base.
 - c. Monument signs shall be setback 5 feet from the public sidewalk or the front lot line.

whichever is further from the street. No monument sign shall be setback farther than 10 feet from any public sidewalk or street.

7. Projecting Signs.

- a. Projecting signs shall not exceed 10 square feet in area per face.
- b. Projecting signs shall not exceed 12 inches from sign face to sign face.
- c. No portion of any projecting sign shall extend more than 4 feet from the building.

8. Wall Signs.

- a. Wall signs shall be a minimum of 12 feet above the ground or a maximum of 25 feet above the ground.
- b. Wall signs shall not exceed a height of 3 feet and shall not exceed an area in square feet equal to one times the length of the building's frontage, up to a maximum of 60 square feet.

9. Window Signs.

- a. Window signs shall only be permitted on the first floor of street-facing building façades and shall be located in such a way that does not unnecessarily detract pedestrian visibility into buildings.
- b. A window sign shall not exceed a maximum of 25% of total glass area.

5. Additional requirements for the Neighborhood Commercial (NC) District.

1. Site plan approval shall be secured from the Planning Board as required in **Article XIII** of this chapter.
2. No business use operating in a Neighborhood Commercial (NC) District shall be open to the public during the hours of 10:00 pm to 5:00 am.
3. No drive-in or drive-through services shall be permitted.
4. There shall be no outside display of merchandise or storage of waste materials.
5. Site lighting shall be shielded in such a way that the source light is not visible at the lot line. All site lighting shall be subject to the provisions in **Article XVI** of this Chapter.

6. Definitions.

FAÇADE

An exterior wall of a building that is adjacent to or fronts on a public street, park, or plaza.

FARMER'S MARKET

Any building, structure or place, the property of a municipal corporation or under lease to or in possession of a public or private agency, used or intended to be used by two or more producers for the direct sale of farm and food products from producers to consumers and food buyers. Such market may also include facilities for the packing, shipping, first-instance processing or storage of farm and food products, and shall include all equipment used or intended to be used in connection with such facilities. Such market may also include other businesses which reasonably serve the public or make the market more convenient, efficient, profitable or successful, including, but not limited to, food service, baking, and non-food retailing.

LAUNDROMAT

A business that provides washing, drying, and/or ironing machines for hire to be used by customers in a single building.

PROFESSIONAL OFFICE

Professional or government offices including those for a person or persons generally classified as professionals, such as architects, engineers, attorneys, accountants, doctors, dentists, chiropractors, psychiatrists, psychologists, and the like.

SMALL-SCALE RETAIL USE

An establishment of 10,000 square feet or fewer of gross floor area engaged in the sale or rental of goods for consumer or household use; excluding, however, animal sales or service, building materials and/or supplies. Typical uses include, but are not limited to, the sale of consumer goods, food and sundry items, beauty salons and barber shops, coffee shops, ice cream shops, and boutiques.

SIGN, MONUMENT

A sign that is supported by a foundation of one or more columns, uprights or braces not attached to or forming part of a building or structure. The sign shall be no higher than 5 feet above grade, otherwise such sign shall be classified as a pole sign.

SIGN, PROJECTING

A sign attached to or supported by a building or structure in such a manner that it extends more than 1 foot from the building's façade.

SIGN, POLE

A sign that is affixed to, attached to, or erected on a freestanding pole or other support that the bottom edge of the sign face is greater than 5 feet above grade. Pole signs are prohibited in the Town of Parma.

SIGN, WALL

A sign fastened or applied to the wall of a building or structure in such a manner that the wall becomes the supporting structure for or forms the background surface of the sign and which does not project more than 12 inches from such building or structure.

SIGN, WINDOW

A sign which is applied or attached to the exterior or interior of a window or is installed inside of a window within 12 inches of the window through which it can be seen.

STREET, MAJOR

A roadway used to move traffic into, through and out of major portions of the Town, designed for heavy traffic.

STREET, MINOR

A roadway whose major purpose it to provide direct access to properties.

Permitted Uses	Minimum Lot Size			Minimum Setback Requirements (ft)					Maximum Building Height (ft)	Maximum Building Coverage on Lot (%)	
	Area (sq ft)	Width (ft)	Depth (ft)	Principal Building			Accessory Building				
				Front	Rear	Side	Rear	Side			
All nonresidential uses shall be permitted by special permit only.											
Nonresidential Uses including Retail Uses and Farmer's Markets	15,000	50	N/A	10	25	10	15	5	35	50%	



Burritt Road

Hilton Parma Corners Road

Legend

 NC District

Neighborhood Commercial District

Town of Parma