



TOWN OF PARMA

1300 Hilton-Parma Road
P.O. Box 728
Hilton, New York 14468
(585) 392-9461
Fax (585) 392-6659

JAMES SMITH
Supervisor
GARY COMARDO
Councilperson
JAMES ROOSE
Councilperson
TINA BROWN
Councilperson
KYLE MULLEN
Councilperson

TOWN BOARD MEETING May 19, 2015 7:00 P.M.

This Meeting Will Be Recorded By the Town Clerk

Pledge of Allegiance

Moment of Silence

Emergency Exit Instructions

Roll Call

Minutes of May 6, 2015 Town Board Meeting

Town Clerk Report

Highway Superintendent Report

Building Inspector Report

Parks and Recreation Director Report

Miscellaneous Report

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

BUSINESS ITEMS:

1. Eagle Scout Gazebo Project
2. Baseball Equipment Disposal
3. Hiring of Park Attendant
4. Returning Summer Playground Staff and Rates
5. NABA Baseball Field Usage Agreement
6. Cyclo Cross Field Usage Agreement
7. Budget Transfers
8. Miscellaneous

INFORMATIONAL ITEMS:

1. Miscellaneous
- 2.

LIAISON REPORTS:

WARRANTS: General Funds (AOO) Part Town (BOO) Highway Town Wide (DAO)

Highway Part Town (DBO) Town Wide Drainage (SDO) Trust and Agency (TAO)

ADJOURNMENT:

AGREEMENT FOR USE OF FIELDS FOR National Adult Baseball Association NABA

This agreement, entered into on May 19, 2015 by and between the TOWN OF PARMA, 1300 Hilton Parma Road, Hilton, New York, hereinafter referred to as the “TOWN” and the National Adult Baseball Association, hereinafter referred to as the “NABA”:

WHEREAS, the TOWN and the NABA desire to promote the positive emotional and physical development and enrichment of Adult Baseball of the Parma community by supporting and providing quality facilities for baseball within the Town of Parma;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

- 1 The term of this agreement shall be one year commencing on May 19, 2015 and terminating on August 31, 2015.
- 2 The TOWN hereby permits the use of select fields at the Parma Town Park by the NABA during the NABA season on the dates of 5/31 (and potential rain dates as approved by the Director of Parks and Recreation). The NABA may have to provide the personnel and supplies to line specific fields. The NABA will be responsible for traffic management during games.
- 3 The TOWN shall determine the suitability of the fields for seasonal use with a target date of the TOWN preparing the fields. If weather and or field conditions result in a modification to such dates, the TOWN shall notify the NABA as soon as possible in writing via e-mail. If the TOWN determines that any field(s) is (are) unsuitable for play, the TOWN shall notify the NABA as soon as possible via e-mail.
- 4 The TOWN shall be responsible for and assume the costs for routine maintenance of the fields, including but not limited to mowing the grass on all fields, routine fertilization, and watering, over-seeding, and other field work as needed to make the fields ready for play. The NABA shall pay to the TOWN \$100.00 per game day as a contribution toward routine field maintenance and Lloyd Pavilion rental, to be paid by May 31 of 2015. Representatives from the NABA and from the TOWN shall jointly inspect the fields before and after the games for wear and tear or damage, and the NABA shall pay the TOWN for repair of such extraordinary wear and tear or damage. The amount to be paid shall be approved by both the TOWN and the NABA; if the parties cannot agree on the amount to be paid, and then it shall be determined by a neutral third party mediator.
- 5 The NABA shall assist with litter pickup of the area after the games. NABA will provide their own trash removal or pay a \$100 fee to cover the cost of additional trash hauling.

- 6 The NABA shall submit any proposals for field improvements to the TOWN by October 1st of each year, which will address safety issues, short and long term needs, priorities and necessary resources to be provided by the TOWN and/or NABA. These projects are to be submitted to the Town Board and are subject to review and approval by the Town Supervisor, Director of Recreation and Parks, and Town Board; and they are to be within the funding level as approved by the Town Board. The NABA shall assist in funding within its means at a dollar amount that is mutually agreed upon in writing by both the TOWN and NABA.
- 7 The NABA shall agree to carry at all times liability insurance, naming the TOWN as an additional insured and applying to all uses of the sports fields by the NABA under this agreement, in an amount at least equal to the town's minimum standards of insurance for each occurrence of bodily injury and property damage. The TOWN shall notify the NABA in writing what such standards are, and the NABA shall file a copy of its insurance certificate with the TOWN each year, as soon as it becomes available and no later than 30 days prior to the event if possible. Requirements are as follows, the certificate must:
 - Indicate the date of the event or a date range which includes the date of the event.
 - Indicate a General Liability amount of \$1,000,000 for each occurrence.
 - Certificate Holder must state Town of Parma.
 - Town of Parma must be listed as additionally insured or indicate that the certificate holder is additionally insured.
- 8 The NABA agrees to abide by all regulations set forth in the Town Park ordinances and any other reasonable rules or regulations which the TOWN may prescribe from time to time. The NABA shall provide written reports of all incidents and/or accidents associated with the fields to the Parks and Recreation Director within 48 hours of such incidents and/or accidents.
- 9 To the fullest extent permitted by law, the NABA and any contract vendors NABA uses shall indemnify and hold harmless, and defend the TOWN and its agents, employees, volunteers, and elected officials from and against all claims, or actions based upon property damage, personal injury resulting from any acts, omissions, or any other matter whatsoever of the NABA, its members, guests, and invitees, and anyone directly or indirectly employed by the NABA while on the premises of the Parma Town Park. This agreement shall include indemnity to the TOWN for all costs, counsel fees, expenses, or any other liability whatsoever, which may be incurred by the TOWN as the result of the use of the Parma Town Park.
- 10 The NABA is required to rent certain Park Pavilions as stated above in order to insure sufficient parking and avoid conflicts with other parties.

James M. Smith
Parma Town Supervisor

Date

Nicholas D'Ambrosio
NABA Team Manager

Date

AGREEMENT FOR USE OF PARMA TOWN PARK TRAILS FOR PARMA CYCLOCROSS

This agreement, entered into on May 19, 2015 by and between the TOWN OF PARMA, 1300 Hilton Parma Road, Hilton, New York, hereinafter referred to as the "TOWN" and the PARMA CYCLOCROSS ORGANIZATION, hereinafter referred to as the "CYCLOCROSS":

WHEREAS, the TOWN and the CYCLOCROSS desire to promote the positive emotional and physical development and enrichment of the people of the Parma community by supporting and providing quality facilities for cross country running within the Town of Parma;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

The term of this agreement shall be one year commencing on May 19, 2015 and terminating on December 31, 2015.

1. The TOWN hereby permits the use of a select area at the Parma Town Park by the CYCLOCROSS during the "Parma Cyclocross Race on Sunday, October 11, 2015.
2. The TOWN shall determine the suitability of the area for use. If weather and/or area conditions result in a modification to such dates, the TOWN shall notify the CYCLOCROSS as soon as possible in writing via e-mail. If the TOWN determines that any area(s) is(are) unsuitable for use for the race, the TOWN shall notify the CYCLOCROSS as soon as possible via e-mail no less than three days in advance of a race.
3. The TOWN shall be responsible for and assume the costs for routine maintenance of the area, including but not limited to mowing the grass, trail maintenance and other field work as needed to make the area ready for use. The CYCLOCROSS shall pay to the TOWN \$200.00 annually as a contribution toward routine maintenance, to be paid by July 1 of each year. The TOWN shall submit to the CYCLOCROSS an invoice for such payment due.
Representatives from the CYCLOCROSS and from the TOWN shall jointly inspect the area before and after the race for wear and tear or damage, and the CYCLOCROSS shall pay the TOWN for repair of such extraordinary wear and tear or damage. The amount to be paid shall be approved by both the TOWN and the CYCLOCROSS; if the parties cannot agree on the amount to be paid, and then it shall be determined by a neutral third party mediator.
4. The CYCLOCROSS shall assist with litter pickup of the area during and after the race. The CYCLOCROSS will provide their own trash removal or pay a \$100 fee to cover the cost of additional trash hauling.
5. The CYCLOCROSS agrees to reimburse the TOWN for the cost of any park septic system pumping needed during the race, and the TOWN shall submit to the CYCLOCROSS an invoice for said pumping. The Town may have septic tanks pumped in advance of the race and based on levels have them pumped shortly after the tournament. Based on the past, the septic pumping could cost anywhere between \$400-\$1,500.

6. The CYCLOCROSS shall submit written requests for use of TOWN equipment or other services for the tournament at least 30 days prior to the date of said race, and the CYCLOCROSS shall ensure that all necessary forms or paperwork is completed, signed, and filed with the TOWN prior to the commencement of said tournament.

* On site food preparation during the CYCLOCROSS race. If the CYCLOCROSS sells food to be cooked on site they will need an individual with a **Special Event Permit and the appropriate County Level 1 or 2 Food Worker certificate**. A copy of **the certificates** should be presented to the Town Clerk **30 days before the event**. If the CYCLOCROSS intends to have a contract vendor provide prepared foods, this vendor should provide the Town Clerk with proof of insurance and **copies of their vending permit from Monroe County and the appropriate level Food Worker certificate** and insurance that lists the Town of Parma as additionally insured **and the Certificate Holder**. It is the CYCLOCROSS's responsibility that all vendors they may bring on site are properly insured and will agree to hold the Town harmless.

Special Events – For events on Town property where food will be provided or sold, the following paperwork is requested to be on file 30 days before the event:

- **Temporary food vendor Permit**-issued by the Monroe County Dept. of Public Health
 - A **Level 1and/or 2 Food Worker** is being provided. **This will depend on what Monroe County requires for the type of food sales being done**. A copy of this individual's certificate and a statement signed by this person that they will be present during all operating times for food concessions.
7. The CYCLOCROSS shall submit any proposals for area improvements to the TOWN by October 31 of each year, which will address safety issues, short and long term needs, priorities and necessary resources to be provided by the TOWN and/or the CYCLOCROSS. These projects are to be submitted to the Town Board and are subject to review and approval by the Town Supervisor, Park Director, Park Foreman, and Town Board; and they are to be within the funding level as approved by the Town Board. The CYCLOCROSS shall assist in funding within its means at a dollar amount that is mutually agreed upon in writing by both the TOWN and the CYCLOCROSS.
 8. The CYCLOCROSS shall agree to carry at all times liability insurance, naming the TOWN as an additional insured and applying to all uses of the park areas used by the CYCLOCROSS under this agreement, in an amount at least equal to the town's minimum standards of insurance for each occurrence of bodily injury and property damage. The TOWN shall notify the CYCLOCROSS in writing what such standards are, and the CYCLOCROSS shall file a copy of their insurance certificate with the TOWN each year, as

soon as it becomes available and no later than 30 days prior to the event. Requirements are as follows, the certificate must:

- Indicate the date of the event or a date range which includes the date of the event.
 - Indicate a General Liability amount of \$1,000,000 for each occurrence.
 - Certificate Holder must state Town of Parma.
 - Town of Parma must be listed as additionally insured or indicate that the certificate holder is additionally insured.
9. The CYCLOCROSS agrees to abide by all regulations set forth in the Town Park ordinances and any other reasonable rules or regulations which the TOWN may prescribe from time to time. The CYCLOCROSS shall provide written reports of all incidents and/or accidents associated with the fields to the Town Supervisor within 48 hours of such incidents and/or accidents. Prior to the commencement of the season, the CYCLOCROSS shall submit to the TOWN a safety plan for any emergencies and written guidelines for appropriate codes of conduct exhibited by any participant, guest, agent, employee, or invitee of the CYCLOCROSS while on Town Park property.
10. To the fullest extent permitted by law, the CYCLOCROSS and any contract vendors the CYCLOCROSS uses shall indemnify and hold harmless, and defend the TOWN and its agents, employees, volunteers, and elected officials from and against all claims, or actions based upon property damage, personal injury resulting from any acts, omissions, or any other matter whatsoever of the CYCLOCROSS, its members, guests, and invitees, and anyone directly or indirectly employed by the CYCLOCROSS while on the premises of the Parma Town Park. This agreement shall include indemnity to the TOWN for all costs, counsel fees, expenses, or any other liability whatsoever, which may be incurred by the TOWN as the result of the use of the Parma Town Park.

James Smith
Parma Town Supervisor

Date

Scott Page
Director, Parma CYCLOCROSS

Date