

Parma Town Board meeting held on Wednesday, May 19, 2015 at the  
Parma Town Hall, 1300 Hilton Parma Corners Road, Hilton, New York

### ATTENDANCE

Supervisor	James Smith	
Councilperson	Gary Comardo	
Councilperson	James Roose	
Councilperson	Tina Brown	
Councilperson	Kyle Mullen	
Highway Supt.	Brian Speer	
Town Clerk	Donna K. Curry	
Building and Development Coordinator	Dennis Scibetta	
Absent	Dir. of Parks and Recreation	Tom Venniro

### OTHERS IN ATTENDANCE

Library Director Becky Tantillo, Dawn Wiggins, Kaleab Wiggins, Mike Weldon, Luigi Flocco and other members of the public.

### CALL TO ORDER

Supervisor Smith called the meeting to order at 7:00 p.m. and lead those present in the Pledge of Allegiance to the Flag, followed by a moment of silence. Emergency exit procedures were noted.

### MINUTES – MAY 6, 2015

The Town Clerk noted she had made revisions to the draft and the Town Board was informed of the same.

**RESOLUTION NO. 153-2015** Motion by Councilperson Mullen, seconded by Councilperson Comardo, to accept the Minutes of the May 6, 2015 meeting.

Motion carried: Aye 5 (Smith, Comardo, Roose, Brown, Mullen) Nay 0

### TOWN CLERK REPORT

Three public notices have been received from the following Towns and posted on the Town Hall Bulletin Board and the website:

Town of Greece sent notice regarding site plan approval for the proposed expansion of existing outdoor vehicle storage/display at 4545 West Ridge Road. It was noted the notice was not received timely and acknowledgement was received from the Town of Greece on the error and that Parma residents within 500 feet had also been notified.

Town of Clarkson sent notice regarding a property merge at 2197 Clarkson Parma Town Line Road to create a 1.16 acre lot from the existing parcels and to alter the lot lines.

Town of Ogden sent notice for establishing a Self-Storage Overlay District off Brockport Spencerport Road between Washington Street and Route 531.

### **HIGHWAY DEPARTMENT REPORT**

Supt. Speer reported crews have done the first time around the Town for the Spring brush collection and are in the midst of the second run. All the trees have been planted in the berm on the south side of the salt shed. Supt. Speer will be attending the Association of Town Annual Highway School the first week in June. Councilperson Brown inquired if he had heard anything more on the County roadwork projects for this year. Supt. Speer reiterated the information provided at the last meeting. Supervisor Smith inquired if he had submitted project requests to Senator Robach's office. Supt. Speer has not at this time but would like to get numbers together for the south end of Hill Road. Another possibility was the drainage ditch cleanout for Tallwood/Country Village which has been an ongoing concern for the Town and Village. Councilperson Comardo suggested Assemblyman Lawrence be contacted regarding the issues we have encountered with the requirements for Special Police Officers. He has firsthand knowledge of this and this may be a good way to resolve the problem we have. There must be other municipalities in the State that do not have police departments but need this type of service. Work on West Creek Drive will be done at the same time work on Village II Drive in the Village is done as it will be the same process used. Supervisor Smith shared a compliment to the Highway Department for the prompt repair of a property owner's mailbox on West Beach Drive.

### **BUILDING DEPARTMENT REPORT**

Mr. Scibetta reported he met with Mike McHenry and Mike Lissow from the Village and spoke to Supt. Speer regarding a drainage issue due to farming a field that is impacting in the Country Village. He felt this comes under subdivision approval, SWPPS and SPEDES regulations, will have to be taken care of so the water does not go off the site. The Hill Subdivision on Clarkson Parma TL Road is in the initial planning stages. The plans have been designed with wells but they would like to look at the possibility of municipal water. There will be ten lots and access to Ridge Road which could make this feasible. The Gust of Sun Winery tasting room is off to a good start and Griffin Brewery hoped to be open in mid-June. A day spa salon is also expected as a tenant and the owner plans to expand in the future.

### **RECREATION DEPARTMENT REPORT**

Mr. Venniro was not in attendance. Supervisor Smith noted most of the Park and Recreation items would be covered under business items. He noted there was an impromptu 5K Walk in the park this past Sunday. Requesting and notification for the event was late. He was not aware of any issues; however, if they intend to do this in the future they should contact us sooner. A group of teacher volunteers did community volunteer projects at the Park, VFW and the Library. The help was much appreciated.

**LIBRARY REPORT**

Ms. Tantillo had provided the Board with a Library Summary for April. She reported the RG&E lighting project has begun. Lights are being upgraded to more efficient LED lighting. She commented that a difference can already be seen. The Recreation Department was thanked for sharing the Recreation bus for a teen excursion to Nazareth College Teen Book Festival. The bench in front of the Library has been removed and security cameras have also been installed.

**PUBLIC FORUM**

Supervisor Smith asked if there was any other citizen who would like to address the Town Board with any concerns.

Mr. Flocco addressed the Town Board regarding a past streetlight issue and ongoing drainage problems which he has had for several years. He was frustrated that he has not been able to have the issue resolved and wants the ditches to be cleaned. Supt. Speer said it was on the list to be done. He noted that if the pipe under the road had to be replaced then the County would have to be involved and pay for that portion. The Town would be responsible for the catch basin. Supt. Speer stated that he will clean the ditches this year.

**BUSINESS ITEMS**

**EAGLE SCOUT GAZEBO PROJECT APPROVAL**

This was tabled to the June 2015 meeting so the Board can have firmer budget numbers on what has been raised to defray the cost of the gazebo.

**BASEBALL EQUIPMENT DISPOSAL**

**RESOLUTION NO. 154-2015** Motion by Supervisor Smith, seconded by Councilperson Comardo, to declare and authorize the disposal of obsolete baseball equipment as noted below:

DATE: 5/14/15

DEPARTMENT: Recreation

TAG #	DESCRIPTION / MANUFACTURER	MODEL	SERIAL #	ACQUIRED FROM	COST	A-ACQUIRED D-DISPOSAL	DATE	REMARKS
	38 umpire masks	Items do not meet amount threshold and are not on Master Inventory				Disposal	5/1/2015	Over Used/Outdated
	3 boxes of softballballs	Items do not meet amount threshold and are not on Master Inventory				Disposal	5/1/2015	Over Used/Outdated
	1 hitting screen	Items do not meet amount threshold and are not on Master Inventory				Disposal	5/1/2015	Over Used/Outdated
	112 helmets	Items do not meet amount threshold and are not on Master Inventory				Disposal	5/1/2015	Over Used/Outdated
	1 box of balls	Items do not meet amount threshold and are not on Master Inventory				Disposal	5/1/2015	Over Used/Outdated
	3 pairs of cleats	Items do not meet amount threshold and are not on Master Inventory				Disposal	5/1/2015	Over Used/Outdated
	3 sets of rubber bases	Items do not meet amount threshold and are not on Master Inventory				Disposal	5/1/2015	Over Used/Outdated
	Set of plastic bases	Items do not meet amount threshold and are not on Master Inventory				Disposal	5/1/2015	Over Used/Outdated
	4 franklin tees	Items do not meet amount threshold and are not on Master Inventory				Disposal	5/1/2015	Over Used/Outdated
	250 bats	Items do not meet amount threshold and are not on Master Inventory				Disposal	5/1/2015	Over Used/Outdated
	Box of baseballs	Items do not meet amount threshold and are not on Master Inventory				Disposal	5/1/2015	Over Used/Outdated
	24 catchers gloves	Items do not meet amount threshold and are not on Master Inventory				Disposal	5/1/2015	Over Used/Outdated
	20 bat bags	Items do not meet amount threshold and are not on Master Inventory				Disposal	5/1/2015	Over Used/Outdated
	36 catchers shin guard sets	Items do not meet amount threshold and are not on Master Inventory				Disposal	5/1/2015	Over Used/Outdated
	14 catchers chest pads	Items do not meet amount threshold and are not on Master Inventory				Disposal	5/1/2015	Over Used/Outdated
	12 baseball gloves	Items do not meet amount threshold and are not on Master Inventory				Disposal	5/1/2015	Over Used/Outdated

**List of Baseball Equipment for Donation**

	<b>Date</b>	<b>Reason</b>	<b>Donated location</b>
<b>Item</b>	05/01/2015	Over used	Genesee Valley Little League
Box of gloves	05/01/2015	Over used	Genesee Valley little League
9 catchers masks	05/01/2015	Over used	Genesee Valley little League
9 catchers gloves	05/01/2015	Over used	Genesee Valley little League
9 catchers chest protector	05/01/2015	Over used	Genesee Valley little League
9 catcher shin guards	05/01/2015	Over used	Genesee Valley little League
18 helmets	05/01/2015	Over used	Genesee Valley little League
12 bats	05/01/2015	Over used	Genesee Valley little League
Bat bags	05/01/2015	Over used	Genesee Valley little League
2 sets of plastic bases	05/01/2015	Over used	Genesee Valley little League
4 tees	05/01/2015	Over used	Genesee Valley little League
2 boxes of balls	05/01/2015	Over used	Genesee Valley little League
3 pairs of cleats 1 hitting screen	05/01/2015	Over used	Genesee Valley little League

Motion carried: Aye 5 (Smith, Comardo, Roose, Brown, Mullen) Nay 0

**HIRING OF PARK ATTENDANT**

**RESOLUTION NO. 155-2015** Motion by Supervisor Smith, seconded by Councilperson Comardo, to authorize the hiring of Charles Burke as a Seasonal Laborer – Park Attendant in the Parks Department at a rate of \$9.00.

Motion carried: Aye 5 (Smith, Comardo, Roose, Brown, Mullen) Nay 0

**HIRING OF RETURNING SUMMER PLAYGROUND STAFF**

**RESOLUTION NO. 156-2015** Motion by Supervisor Smith, seconded by Councilperson Roose, to authorize the hiring of return staff from last year at wage rates which are commensurate with the current pay scales for these positions.

Motion carried: Aye 5 (Smith, Comardo, Roose, Brown, Mullen) Nay

**NABA BASEBALL FIELD USAGE AGREEMENT**

**RESOLUTION NO. 157-2015** Motion by Councilperson Mullen, seconded by Councilperson Brown, to authorize the Supervisor to enter into the field use agreement with the National Association of National Adult Baseball Association.

Motion carried: Aye 5 (Smith, Comardo, Roose, Brown, Mullen) Nay 0

See Schedule A at end of minutes.

**PARMA CYCLOCROSS PARK USE AGREEMENT**

**RESOLUTION NO. 158-2015** Motion by Councilperson Mullen, seconded by Councilperson Comardo, to authorize the Supervisor to enter into a trail use agreement with the Parma Cyclocross Organization.

Motion carried: Aye 5 (Smith, Comardo, Roose, Brown, Mullen) Nay 0

See Schedule B at end of Minutes

**BUDGET TRANSFERS**

**RESOLUTION NO. 159-2015** Motion by Supervisor Smith, seconded by Councilperson Roose, to approve the Budget Transfers as presented.

TRANSFERS

May-15

FROM			TO			REQUESTED
ACCT #	DESCRIPTION	AMT.	ACCT #	DESCRIPTION	AMT.	
AOO516143046000	CONTRACTED SERVICE	400.00	AOO516143046300	EMPLOYEE HANDBOOK	400.00	GAVIGAN
AOO516162042200	EQUIPMENT REPAIR	500.00	AOO516162042500	MAINTENANCE SUPPLIES	500.00	GAVIGAN
AOO516898948000	MISC REIMBURSEMENTS	183.00	AOO516898940200	COMIDA	170.00	GAVIGAN
			AOO516898940100	FRANCHISE FEES	13.00	GAVIGAN
AOO516199040000	MISC CONTINGENCY	1,000.00	AOO516651046000	CONTRACTED SERVICES	1,000.00	GAVIGAN
AOO51111043000	EDUCATIONAL	834.00	AOO511111046000	CONTRACTED SERVICES	834.00	SPEER
AOO570762049605	T SHIRTS	1,000.00	AOO570798946006	CONTRACTED SERVICES	1,000.00	VENNIRO
AOO571711021100	OFFICE EQUIPMENT	1,000.00	AOO571711021000	EQUIPMENT	6,343.00	VENNIRO
AOO571711042500	MAINTENANCE SUPPLIES	2,000.00				
AOO571711045100	GASOLINE	1,343.00				
AOO571711046000	CONTRACTED SERVICES	2,000.00				
		10,260.00			10,260.00	

Motion carried: Aye 5 (Smith, Comardo, Roose, Brown, Mullen) Nay 0

**MISCELLANOUS**

**SOLAR PROJECTS REQUESTS FOR PROPOSAL (RFP)**

Supervisor Smith reported the Town Board has been provided a copy of the requests for proposals for the Solar Project. The proposals will be for a solar farm and the option for having solar panels on Town buildings. The question was raised by Councilperson Mullen on whether we are limiting ourselves to power purchases for solar and should we add green energy. The Board was in agreement to move forward with the requests for proposals as written.

**RESOLUTION NO. 160-2015** Motion by Councilperson Comardo, seconded by Councilperson Roose, to authorize sending out requests for proposals for the Solar PV Facility Project with proposals to be returned to the Town Clerk by August 4, 2014 by 11:00 a.m.

Motion carried: Aye 5 (Smith, Comardo, Roose, Brown, Mullen) Nay 0

### **LIAISON REPORTS**

\*\*Councilperson Brown reported the Planning Board tabled the Webster Subdivision project and the Websmart Auto application. Developers for the Country Hill Subdivision presented conceptual plans. They are in the early stages and will be looking into the potential of public water. A property split/merge at Bennett and Moul Roads to make a conforming lot was approved. The Conservation Board has expressed frustration that they were unable to review the shooting range project on Ridge Road. It was noted the packets were out in March. The Board cancelled their March meeting and did not meet until April which was after the Planning Board's meeting. Consideration is being made to reorganize the Board. Councilperson Brown, Supervisor Smith and Mr. Scibetta will meet to resolve. The Conservation Board has requested bike racks for the Town Hall Park. The Assessor held 325 informal meetings on assessments. Grievance night is next Tuesday. Mr. Wells was complimented as being incredibly patient explaining the process to those that came in.

\*\*Councilperson Comardo noted the Recreation Commission is scheduled for next week. The Hojack Trail Study is underway. Mr. Venniro, Art Cosgrove and Councilperson Comardo will represent the Town of Parma. Farmland and Open Space Committee has not met since our last meeting. Inquiries for the next round of potential conservation easements are routed through Scott Copey the Chairperson of the Committee and written criteria is used to narrow down the best candidate for this. The Drug Coalition will be holding another prescription drug drop off collection in the TOPS parking lot on June 20<sup>th</sup> from 8:00 a.m. to 1:00 p.m. Work continues on the Community Profile. Councilperson Comardo attended a POD meeting. Our group (Hilton, Hamlin and Parma) will be holding a table top drill as a practice for an actual event.

\*\*Councilperson Roose reported options for the Special Police are still not final. Research for how we can just have traffic control is still the goal. It was suggested that Assemblyman Lawrence be contacted because his police background could be helpful in finding a solution or should the need arise to have legislative changes. It was noted the Greece Police is looking for volunteers. It was felt there must be other municipal entities which have needs similar to ours. The training requirement is more than a person should have to complete for traffic control. The other alternative is to hire off duty police. Code Enforcement is dealing with dog issues and unlicensed cars.

\*\*Councilperson Mullen reported the Zoning Board meets this Thursday. The County GIS has now updated its overlays to include DEC and Federal Wetland overlays. The standard maps now have some new features. He expressed frustration that the wireless was not working tonight and he is unable to send email as part of tonight's meeting. He felt it may be time to review our needs and see if we are getting what we really need to accomplish the direction we are going in. He thought that the restrictions put on accessibility may be too much.

\*\*Supervisor Smith reported he hopes to have the proposal for the installation of the Court Board Room Divider Door completed so it can be sent out before the end of the month for bids. He will provide copies to the Board prior to it being released for their review. The Board was in agreement to proceed this way. Supervisor Smith attended the training program offered through Monroe County and Homeland Security for Disaster Management and Preparedness. It included a short version of the POD program; flood management issues; what can and cannot be done in a disaster; what options are available when a state of emergency is declared; and how to address getting a quorum during emergency circumstances.

## WARRANT

**RESOLUTION NO. 161-2015** Motion by Councilperson Brown, seconded by Councilperson Comardo, to approve payment of AOO General Fund bills, in the amount of \$67,104.75.

Motion carried: Aye 5 (Smith, Comardo, Roose, Brown, Mullen) Nay 0

**RESOLUTION NO. 162-2015** Motion by Councilperson Comardo, seconded by Councilperson Roose, to approve payment of BOO Part Town Fund bills, in the amount of \$4,193.94.

Motion carried: Aye 5 (Smith, Comardo, Roose, Brown, Mullen) Nay 0

**RESOLUTION NO. 163-2015** Motion by Councilperson Roose, seconded by Councilperson Mullen, to approve payment of DAO Highway, Townwide Fund bills, in the amount of \$3,109.95.

Motion carried: Aye 5 (Smith, Comardo, Roose, Brown, Mullen) Nay 0

**RESOLUTION NO. 164-2015** Motion by Councilperson Mullen, seconded by Councilperson Brown, to approve payment of DBO Highway, Part Town Fund bills, in the amount of \$13,844.68.

Motion carried: Aye 5 (Smith, Comardo, Roose, Brown, Mullen) Nay 0

**RESOLUTION NO. 165-2015** Motion by Councilperson Brown, seconded by Councilperson Comardo, to approve payment of HHO, Salt Shed Fund bills, in the amount of \$3,150.00.

Motion carried: Aye 5 (Smith, Comardo, Roose, Brown, Mullen) Nay 0

**RESOLUTION NO. 166-2015** Motion by Councilperson Comardo, seconded by Councilperson Roose, to approve payment of SDO, Townwide Drainage Fund bills, in the amount of \$240.00.

Motion carried: Aye 5 (Smith, Comardo, Roose, Brown, Mullen) Nay 0

**RESOLUTION NO. 167-2015** Motion by Councilperson Roose, seconded by Councilperson Mullen, to approve payment of TAO Trust & Agency Fund bills, in the amount of \$3,689.86.

Motion carried: Aye 5 (Smith, Comardo, Roose, Brown, Mullen) Nay 0

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The total to be paid is \$95,333.18.

There was no further business before the Town Board, Councilperson Comardo made a motion to adjourn the meeting at 8:05 p.m., seconded by Councilperson Brown and all were in favor.

Respectfully submitted,

Donna K. Curry  
Parma Town Clerk



SCHEDULE A

**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, overseeding, 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 1<sup>st</sup> 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:

1. The term of this agreement shall be one year commencing on May 19, 2015 and terminating on December 31, 2015.
2. 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.
3. 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 from \$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 County Level 2 Food Worker certificate. A copy of this certificate should be presented to the Town Clerk prior to the race. If the CYCLOCROSS intends to have a contract vendor provide prepared foods, this vendor should provide the Town Clerk with proof of insurance and a copy of a Level 2 Food Worker certificate and insurance that lists the Town of Parma as additionally insured. 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 2 Food Worker** is being provided. 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