



# TOWN OF PARMA

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

TOWN BOARD MEETING  
December 2, 2014  
7:00 P.M.

JAMES SMITH  
*Supervisor*

GARY COMARDO  
*Councilperson*

JAMES ROOSE  
*Councilperson*

TINA BROWN  
*Councilperson*

KYLE MULLEN  
*Councilperson*

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

Minutes of November 18, 2014 Town Board Meetings  
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. Set Time for Last Bill Pay Session on 12/30/14
2. Set Date and Time for Organizational Meeting
3. Effective Date Clarification for Dental Coverage
4. Hilton Heat Date Change Amendment
5. Miscellaneous

#### INFORMATIONAL ITEMS:

1. Miscellaneous

#### LIAISON REPORTS:

#### 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: (866) 632-9992 (voice) or (800) 877-8339 (TDD)”

# **AGREEMENT FOR USE OF FIELDS FOR HILTON PARMA SOCCER CLUB “JUST FOR KICK’S” SOCCER TOURNAMENT**

This agreement, entered into on September 16, 2014 by and between the TOWN OF PARMA, 1300 Hilton Parma Road, Hilton, New York, hereinafter referred to as the “TOWN” and the HILTON PARMA SOCCER CLUB, hereinafter referred to as the “SOCCER CLUB”:

WHEREAS, the TOWN and the SOCCER CLUB desire to promote the positive emotional and physical development and enrichment of the youth of the Parma community by supporting and providing quality facilities for soccer 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 January 1, 2015 and terminating on December 31, 2015.
2. The TOWN hereby permits the use of select fields at the Parma Town Park by the SOCCER CLUB during the “Just for Kick’s” Soccer Tournament Friday, Saturday, and Sunday, June 12, 13, and 14, 2015.
3. The TOWN shall determine the suitability of the fields for seasonal use with a target date of the TOWN preparing the fields by the first of May. If weather and or field conditions result in a modification to such dates, the TOWN shall notify the SOCCER CLUB as soon as possible in writing via e-mail. If the TOWN determines that any field(s) is (are) unsuitable for play for the tournament, the TOWN shall notify the SOCCER CLUB as soon as possible via e-mail no less than three days in advance of these games.
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, watering, over-seeding, and other field work as needed to make the fields ready for play. Representatives from the SOCCER CLUB and from the TOWN shall jointly inspect the fields before and after the tournament for wear and tear or damage, and the SOCCER CLUB 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 SOCCER CLUB; 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 SOCCER CLUB agrees to pay an additional fee of \$900 for the use of all four Park Pavilions over the three day period noted above in order to ensure sufficient parking and avoid conflicts with other parties.
6. The SOCCER CLUB shall assist with litter pickup of the area after the tournament. SOCCER CLUB will provide their own roll-off trash container or pay a \$ 100 fee to cover the cost of additional trash hauling.
7. The SOCCER CLUB agrees to reimburse the TOWN for the cost of any park septic system pumping needed during the tournament, and the TOWN shall submit to the SOCCER CLUB an invoice for said pumping. The Town may have septic tanks pumped in advance of the tournament 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.
8. The SOCCER CLUB shall submit written requests for use of TOWN equipment or other services for the tournament at least 60 days prior to the date of said tournament, and the SOCCER CLUB 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 SOCCER CLUB Tournament. If SOCCER CLUB 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 Tournament. If SOCCER CLUB 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 SOCCER CLUB's responsibility that all vendors they may bring on site are properly insured and will agree to hold the Town harmless.

**Special Events-** 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.
9. The SOCCER CLUB 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 SOCCER CLUB. 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 SOCCER CLUB shall assist in funding within its means at a dollar amount that is mutually agreed upon in writing by both the TOWN and SOCCER CLUB.
  10. The SOCCER CLUB 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 SOCCER CLUB 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 SOCCER CLUB in writing what such standards are, and the SOCCER CLUB shall file a copy of its insurance certificate with the TOWN each year, as soon as it becomes available. 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.
  11. The SOCCER CLUB 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 SOCCER CLUB 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 SOCCER CLUB 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 SOCCER CLUB while on Town Park property.

12. To the fullest extent permitted by law, the SOCCER CLUB and any contract vendors SOCCER CLUB 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 SOCCER CLUB, its members, guests, and invitees, and anyone directly or indirectly employed by the SOCCER CLUB 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.

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James Smith  
Parma Town Supervisor

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Date

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Daniel Lane  
President, Hilton Parma Soccer Club

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Date