

## **OPERATIONS AGREEMENT**

Between

Cecil E. Reeves and Dorothy M. Reeves (Or Their Successors)

Village of Baldwinsville

Town of Van Buren

Town of Lysander

&

Baldwinsville Little League (A chartered member of Little League Baseball, Inc.)

This AGREEMENT made between the parties stated on this 3<sup>rd</sup> day of July 1997, revised on 9<sup>th</sup> day of April, 2008, and revised again on February 3, 2025 binds all parties to the overall operations and management of the Village of Baldwinsville Diane Reeves Memorial Park.

### **RECITALS:**

SINCE, in 1997 Cecil E. and Dorothy M. Reeves of Baldwinsville, NY donated approximately 9 acres of land to the Village of Baldwinsville upon condition that the said land is to be used primarily as a youth (ages 5-19) baseball and softball park with said land to revert back to Cecil E. and Dorothy M. Reeves or their heirs if the land is not used for this purpose for two consecutive years, and

SINCE, it is the collective opinion of all parties stated above that there is a need to continue to use said park primarily as a youth baseball and softball park, and

SINCE, said park is owned by the Village of Baldwinsville and is used for the benefit of youth in both towns and village,

NOW, THEREFORE, Cecil E. Reeves, the Village of Baldwinsville, the Town of Van Buren, the Town of Lysander and the Baldwinsville Little League hereby agree as follows:

1. That said park is owned by the Village of Baldwinsville.
2. That a seven-member Park Committee will be established to oversee the overall management and operations of the park facilities on behalf of the Village of Baldwinsville.

3. The park committee shall consist of the following members:
  - One Councilperson from the Town of Lysander appointed by the Town of Lysander supervisor.
  - One Councilperson from the Town of Van Buren appointed by the Town of Van Buren Supervisor.
  - The Village of Baldwinsville Mayor.
  - One person from the community-at-large recommended by the Village Mayor (subject to approval by the remainder of the committee).
  - Two persons appointed by the Board of the Baldwinsville Little League.
  - One person appointed by Cecil E. and Dorothy M. Reeves, or their successors.
4. The park committee shall be chaired by the Village of Baldwinsville Mayor. The committee shall meet a minimum of once annually, and otherwise as required. Meetings shall be called by the Committee Chair. Attempts should be made to schedule meeting with a minimum of two days notice. The Park Committee is recommended to operate in accordance with Roberts Rules of Order and the acceptance or rejection of any resolution shall be by majority vote. Minutes of each meeting shall be taken and provided to Committee members.
5. The Park Committee shall review all proposed capital improvements and construction projects for any new structures, fields, parking facilities, or any other infrastructure in the Park. Specific review responsibilities of the Committee shall include, but not limited to:
  - The review of all spending of public funds.
  - The review of all capital improvement projects in the park.
  - The establishment of rules and regulations pertaining to the use of the Park.
  - The overall aesthetic appeal of the Park.

The Committee shall provide recommendations to the Village of Baldwinsville Board of Trustees on all such proposals for consideration and approval.

6. Baldwinsville Little League is granted exclusive right to use and schedule the use of the Park, including the administration of fees associated with the use of the Park by outside organizations.
7. The Baldwinsville Little League is granted exclusive right, is responsible to bear the cost to construct, maintain and operate concession facilities with the Park. All costs associated with operating such concession facility shall be borne by the Baldwinsville Little League. The Baldwinsville Little League shall receive all proceeds and profits from said concession facility.

8. The Baldwinsville Little League has the right to operate their concession facilities during any and all activities at the Park, including non-Baldwinsville Little League functions.
9. The Baldwinsville Little League may waive the right to operate concession facilities at non-Baldwinsville Little League functions. No other entity may operate concession facilities within the Park without approval of the Village of Baldwinsville Board of Trustees.
10. The Baldwinsville Little League agrees to purchase, rent, own and maintain equipment necessary for the operation and maintenance of all baseball functions within the Park. Operation and maintenance of baseball functions shall include, but not necessarily be limited to:
  - Assembly, setup, and erection of all fencing, portable equipment, cages, signs, etc at the start of each season.
  - Preparation of all fields.
  - Regular grass cutting as necessary regardless of whether or not baseball is played on any particular field.
  - Grass cutting, collection of litter and general maintenance of the grounds surrounding the baseball fields.
  - Disassembly, removal and winter storage of all portable equipment.
  - The maintenance and upkeep of all concession facilities and the concession pavilion.
  - Irrigation of the fields as necessary.
  - Collection of refuse
  - General upkeep of the fields to maintain each field in a safe operating condition for the intended level of play and in accordance with the rules and regulation of the governing body for that level of play.
11. The Baldwinsville Little League has the authority to raise funds through corporate sponsorship and the sale of corporate advertising. A listing of corporate sponsors shall be forwarded to the Village Mayor prior to the start of each operating year. The Village of Baldwinsville Board has the authority to delete any corporate sponsor from the list if it believes that a particular corporate sponsorship would be inconsistent with the intended use of the Park as a youth baseball facility. No advertisement (lettering on uniforms, fence signs, program ads, website, etc) for sponsors may include direct reference to alcohol, tobacco products, or those which may according to community standards be considered offensive.

12. The Baldwinsville Little League agrees to pay for and maintain the following insurance policies:

Liability Insurance

Workman's Compensation Insurance for all employees

The Village and both Towns shall be named as additional insured on the liability policy. The amount of coverage will be as required by the Village. All policies will be reviewed by the Parks Committee.

13. The Village of Baldwinsville agrees to be responsible for the maintenance of the maintenance buildings with the Park, hard plumbing restroom facilities, driveways/roadways/parking lots, the supply of water services (non-irrigation waters), and for the removal of collected refuse.

14. While this Park is not owned by either the Town of Van Buren or Town of Lysander, both Towns agree to support activities carried out in the Park as resources are available and upon approval of each individual Town Board.

15. By signing this agreement the Village of Baldwinsville, Town of Lysander, and Town of Van Buren automatically terminates the agreement revision pertaining to the operation of this facility dated April 9, 2008.

16. The term of this Operations Agreement shall be for a period of two years and shall be automatically renewed every two years unless terminated by any of the parties prior to the renewal date.

Joan Reeves:

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Joan Reeves

Village of Baldwinsville:

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Bruce Stebbins, Mayor

Town of Lysander:

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Kevin Rode, Town Supervisor

Town of Van Buren:

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Wendy Van Der Water, Town Supervisor

Baldwinsville Little League:

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Victoria P Shires, League President

Addendum 1: Signatures from the April 9, 2008 revision:

16. The Term of this Operations Agreement shall be for a period of two years and shall be automatically renewed every two years unless terminated by any of the parties prior to the renewal date.

Cecil E. Reeves: Cecil E. Reeves  
Cecil E. Reeves

Village of Baldwinsville: Joseph P. Saraceno  
Mayor

Town of Lysander: Barry W. Bunn  
Town Supervisor

Town of VanBuren: Ronald E. Siple  
Town Supervisor

Baldwinsville Little League: Mark Curry  
League President

## Addendum 2: Revision History

7/3/97	Original	Original release
4/9/08	Revision	No history of changes available from original
2/3/25	Revision	Change #4 from quarterly meeting to 1x annual, unless otherwise needed
		Change #6 to give exclusive right to scheduling to LL, allow to charge fee for non-LL use.
		Change #15 to state that this revision terminates the 4/9/08 revision.
		Added addendums 1 (legacy signatures), 2 (revision history table), 3 (Insurances)

## Addendum 3: Insurance Certificates