

TOWN OF WEST SENECA



Legal Department

TOWN SUPERVISOR
Gary A. Dickson

TOWN COUNCIL
Robert J. Breidenstein
Joseph J. Cantafio
Susan K. Kims
Jeffrey A. Piekarec

To: Honorable Town Board members
From: Chris G. Trapp, Esq.
Re: Trail Grooming Agreement
Date: February 9, 2022

The Western New York Mountain Bike Association has offered to groom certain trails in Sunshine Park which are used during the summer and fall seasons as cross-country running trails. The trails would be groomed by the Association for purposes of non-motorized winter activities such as snow shoeing, cross-country skiing, and fat bikes. Only trained and certified individuals will be authorized to use the grooming equipment and no additional work is anticipated to be performed by Town personnel beyond signage and typical park maintenance. The contract is in order and attached hereto.

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Motion by _____, seconded by _____ to approve the trail grooming agreement with Western New York Mountain Bike Association and authorize the Supervisor to execute same.

AGREEMENT

It is hereby agreed by and between the Town of West Seneca, 1250 Union Road, West Seneca, NY 14224 (hereinafter referred to as "Town") and WNY Mountain Bike Association, 13 Sandpiper Court, Buffalo, NY 14228, (hereinafter referred to as "Association") that:

1. The Association wishes to groom certain trails within Sunshine Park in the Town for purposes of snow shoeing, cross-country skiing, fat bikes, and similar non-motorized winter activities. Such trails shall be those normally used for cross-county running purposes.
2. The Association shall solely be responsible for the acquisition, maintenance, and storage of any equipment necessary to perform the grooming activities throughout the Town.
3. Any equipment to be used by the Association and/or their designees shall only be operated by individuals trained in such use and all certificates indicating such training shall be filed with the Town prior to the use of any equipment by anyone.
4. Such trails shall not be used by any motorized vehicles at any time, including, but not limited to, snowmobiles, ATVs, go-karts, electric and or motorized bicycles, or any other devices not powered solely by foot power.
5. No horses shall be allowed at any time to use such trails which shall be limited solely to pedestrian use.
6. Appropriate limitation signage shall be erected as locations designated by the Town with respect to such use and limitations.
7. The Association shall at all times maintain a comprehensive general liability insurance policy covering all risks at such limits as may be determined by the Town. The Town shall be named as an additional insured on all such policies and a certificate of insurance shall be provided to the Town at the time of execution of this agreement. Notice of any changes in coverage or the policies shall be provided to the Town within ten (10) days of such change.
8. The Association shall defend, indemnify, and hold harmless the Town, the Town Council, its employees, agents, and representatives of and from all, and all manner of action and actions, cause and causes of action, suits, costs, damages, claims, including, but not limited to attorney's fees, controversies, trespass, damages, judgments, extents, executions, claims and demands whatsoever, in law or in equity, whether for bodily injury, personal injury, property damage, and/or wrongful death, whether sounding in strict liability, negligence, recklessness, tort, breach of contract, and/or any other form of claim which may be filed as a result of the acts and/or omissions of the Association, its members, assigns, invitees, employees, volunteers, personnel, or any other individual associated in any manner whatsoever with said Association with respect to the use and operation of any grooming equipment and/or use of any trails groomed and/or used by the Association, its members, and invitees.

9. Either party may terminate this Agreement for any reason whatsoever upon providing the other party thirty (30) days written notice at the above addresses.
10. This agreement shall not become effective until approved by the Town Council.
11. No failure or delay by the Town in exercising any power, right, or privilege provided in this agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers, or privileges preclude any further exercise of them or the exercise of any other right, power, or privilege provided in this agreement.
12. Each signatory acknowledges and agrees that that they have the power and authority to bind their respective party with respect to this agreement.
13. This agreement shall be interpreted pursuant to the laws of the State of New York with venue in the County of Erie.

February __, 2022

Hon. Gary Dickson, Supervisor, Town of
West Seneca

_____, WNY
Mountain Bike Association