

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: Town Board
From: Chris G. Trapp, Attorney for the Town
Re: Life Church Buffalo Bottle and Can Drive
Date: May 5, 2022

The Life Church Buffalo would like to use the Ice Rink Parking Lot loop located at the Union Road Town Complex for purposes of conducting a can and bottle drive on Saturday, May 14, 2022 from 9:00 a.m. to 1:00 p.m.. All proceeds from the drive shall be used for purposes of sending supplies, food, and shelter assistance for Ukrainian refugees in Romania and elsewhere.

The certificate of insurance is in order and a motion is needed to authorize the Supervisor to execute the agreement on behalf of the Town.

AGREEMENT

It is hereby agreed by and between the Town of West Seneca (hereinafter referred to as the "Town") and Life Church Buffalo (hereinafter referred to as "Church") that:

1. The Church shall be permitted to use the Ice Rink Parking Lot loop located at the Union Road Town Complex for purposes of conducting a can and bottle drive on Saturday, May 14, 2022 from 9:00 a.m. to 1:00 p.m..
2. The Church shall be permitted to commence set-up for the event at 8:00 a.m. and must finish clean-up by 1:30 p.m., removing all trash and debris that may exist as a result of such use.
3. The Church shall also be permitted to install a sign advertising such event at a location and size as approved by the Town. Such sign shall be permitted to be installed on Thursday, May 12, 2022 and must be removed at the conclusion of the event with such area being returned to its original condition.
4. The Church shall provide the Town with a Certificate of Insurance upon such terms as may be required by the Town naming the Town as an additional insured.
5. It is recognized that all proceeds from the drive shall be used for purposes of sending supplies, food, and shelter assistance for Ukrainian refugees in Romania and elsewhere.
6. The Church shall defend, indemnify, and hold harmless the Town, the Town Board, the Supervisor, employees, agents, and representatives of the Town from all, and all manner of action and actions cause and causes of action, suits, costs, 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 Church, its volunteers, employees, agents and representatives with respect to the aforementioned event. It is understood that

such full indemnification shall include, but not be limited to, any claims that may be raised in any way whatsoever with respect to the exposure/infection/spread of Covid-19 and any of its variants sustained by any individual.

7. The Church shall comply with all orders, directives, laws, rules and regulations of any Federal, State, County, or the Town, including, but not limited to, the CDC, Erie County Health Department, State Health Department.

8. The parties acknowledge that they have the right and authority to bind their respective parties to each and every term in this Agreement.

Date: May __, 2022

Hon. Gary Dickson, Supervisor

Bethany Mazur, Life Church Buffalo