



TOWN BOARD AGENDA

Meeting # 2025-03

February 10, 2025

The Town Board meeting will be held in the West Seneca Court Room at 6:00 PM.

If a member of the public wishes to speak regarding Communications or the Issues of the Public portion of the meeting, they can do so by: 1) appearing in person during those portions of the meeting; 2) during the Facebook live stream by writing "PUBLIC COMMENT" before expressing their point during those portions of the live stream; 3) by emailing the Town Board at townboardmembers@twsny.org by 3pm of the day of the meeting. Emails are for the Town Board's consideration and are not read aloud during the meeting.

SUPERVISOR CALL TO ORDER

1. Pledge of Allegiance
2. Fire Safety Notification
3. Roll Call

MINUTES TO BE APPROVED

1. Town Clerk Newton re Meeting Minutes 2025-02 of January 27, 2025

PUBLIC COMMENTS

TABLED ITEMS

1. Deputy Supervisor Greenan re Phase III Composting Program proposal

OLD BUSINESS

1. Code Enforcement re 1840 / 1850 Union Rd - Special Use Permit for an Adult Use Cannabis Dispensary

NEW BUSINESS

1. PERSONNEL

1. Highway Superintendent Adams re Retirement of Building and Grounds Laborer Daniel Walsh
2. Highway Superintendent Adams re Appointment of Max Clifford as part-time Sanitation Department Laborer
3. Town Justice re Appointment of Kathryn Reagan as Clerk to the Town Justices
4. Chief Cosgrove re Appointment of David Vasquez as part-time Public Safety Dispatcher
5. Director of Senior Services re Resignation of part-time Clerk Richard Kelley
6. Recreation Supervisor Masset re Recreation Department Appointments
7. Recreation Supervisor Masset re Appointment of Ivan Nietopski as part-time permanent Recreation Leader

2. ANNOUNCEMENTS

1. Town Engineer re Return of deposit for Greenspring Subdivision
2. Town Engineer re Transfer of Water Service to Erie County Water Authority
3. Town Engineer re Basement Inspections & Smoke Testing

3. FOR DISCUSSION

1. Supervisor Dickson re Work Sessions
2. Councilmember Piekarec re Senior Center Lower Floor Space

4. COMMUNICATIONS TO BE VOTED ON

1. Town Engineer re Dedication of Ebenezer Landing sanitary sewer system
2. Highway Superintendent Adams re Highway facility drains
3. Highway Superintendent Adams re Attendance at Advocacy Day Meeting
4. Chief Cosgrove re Attendance at Law Enforcement Training Directors Association Spring Conference
5. Director of Finance re 2025 Budget Transfer – Personnel
6. Director of Finance re 2024 Budget Transfer – Town Clerk
7. Recreation Supervisor Masset re Buffalo Bombers
8. Recreation Supervisor Masset re Spectrum Health
9. Recreation Supervisor Masset re West Seneca Fire District #4
10. Recreation Supervisor Masset re Game on Sports Inc.
11. Recreation Supervisor Masset re Shakespeare in Delaware Park
12. Recreation Supervisor Masset re West Seneca Community 5K
13. Recreation Supervisor Masset re Light Up the Night

5. WARRANT

6. REPORTS FOR FILING

1. Town Clerk Newton re Town Clerk monthly report for January 2025

ISSUES OF THE PUBLIC

COMMUNICATIONS BY BOARD MEMBERS AND DEPARTMENT HEADS

EXECUTIVE SESSION

ADJOURNMENT



TO: Honorable Town Board
FROM: Molly Martin, Deputy Town Clerk
DATE: February 10, 2025
SUBJECT: Town Clerk Newton re Meeting Minutes 2025-02 of January 27, 2025

Requested Action: Town Clerk Newton re Approval of Meeting Minutes 2025-02 of January 27, 2025

RESOLUTION:

ATTACHMENTS:

1. tbm01.27.202520250131162154

ROLL CALL: Present Supervisor Dickson
Councilmember Breidenstein
Councilmember Kims
Councilmember Piekarec
Councilmember Robertson

Absent None

Supervisor Dickson read the Fire Prevention Code instructing the public where to exit in case of a fire, or an emergency was stated.

APPROVAL OF AGENDA

1. Town Clerk re Approval of Agenda as submitted

Motion by Supervisor Dickson, seconded by Councilmember Piekarec, to approve the agenda with the additional item from the Director of Senior Services.

Ayes: All Noes: None Motion Carried

MINUTES TO BE APPROVED

1. Town Clerk Newton re Reorganizational Meeting Minutes from January 13, 2025

Motion by Supervisor Dickson, seconded by Councilmember Robertson, to approve the Reorganizational Meeting Minutes from January 13, 2025.

Ayes: All Noes: None Motion Carried

2. Town Clerk re Meeting Minutes 2025-01 of January 13, 2025

Motion by Supervisor Dickson, seconded by Councilmember Kims, to approve Meeting Minutes 2025-01 of January 13, 2025.

Ayes: All Noes: None Motion Carried

PUBLIC COMMENTS

Courtney Fallon, Treehaven Road, referred to Communications Item No. 10, Summer employee bonus:

- ✓ Requested the Town Board not to approve the item and in her opinion the bonus should be higher for water safety instructors
- ✓ Recommended terms to better accommodate pool staff, specifically college students
- ✓ Qualification 4.d in her opinion does not accommodate employees' scheduling challenges, for example, summer school

Mary Jane Held, 1442 Orchard Park Road, referred to the proposed project at 1425 Orchard Park Road:

- ✓ Is opposed to the project and suggested a dog park instead – Supervisor Dickson stated the town is reviewing adding a dog park and NYS is planning to add sidewalks along Orchard Park Road.
- ✓ Is concerned about additional traffic

TABLED ITEM

1. Code Enforcement re Request for special use permit – 1850 Union Road

The item remained tabled.

OLD BUSINESS

1. Code Enforcement re Rezone & Special Use Permit – 1425 Orchard Park Road

Code Enforcement Officer Schieber stated the following information has been received:

- ✓ Fully coordinated SEQR
- ✓ SHPO clearance regarding a full investigation of the archeologically sensitive area near cemetery
- ✓ NYSDOT have no objections to the traffic generated by the project

Town Engineer Foote stated the lining of the trunk sewers is reducing overflow occurrences.

Councilmember Breidenstein questioned Mr. Foote on the completion date of the Phase 8 project. Mr. Foote stated he anticipates the project will be completed this summer noting the lining will be completed this spring.

Councilmember Piekarec stated he is in favor of the project and noted he does not agree with the Town Board having tabled the project last year.

Councilmember Kims stated in her opinion it was prudent of the town to address the downstream sewer problems before approving the project.

Motion by Supervisor Dickson, seconded by Councilmember Breidenstein, to approve the request for rezoning and special use permit for property located at 1425 Orchard Park Road, changing its classification from C- 1 and R-75 to C-1(S) for construction of a multi-unit residential development.

On the question, Councilmember Breidenstein recognized the Engineering Departments efforts to clear the sewer lines and acknowledged the concerns of residents whose basements have flooded on a routine basis. Furthermore, Councilmember Breidenstein stated that sometimes government takes time, however we have a responsibility to the residents and developers to get it right.

Supervisor Dickson further advised there is a playground for children at the school and would support a town shared playground for the neighborhood.

Ayes: All

Noes: None

Motion Carried

Motion by Supervisor Dickson, seconded by Councilmember Piekarec, to adopt the following resolution:

WHEREAS, the Town Board of the Town of West Seneca, as lead agency acting pursuant to the State Environmental Quality Review Act, Article 8 of the New York State Environmental Conservation Law, has reviewed Part I of the Short Environmental Assessment Form ("EAF") prepared by the applicant for property located at 1425 Orchard Park Road ("Subject Property"), for construction of a new 30 unit multi-family residential development and associated site work and parking (the "Project"), and reviewed the draft completed Part II and Part III of the EAF analyzing the potential for the Project to result in any significant adverse environmental impacts and has otherwise taken a hard look at the identified potential environmental impacts utilizing the criteria specified in 6 NYCRR 617.7(c); and

WHEREAS, the Erie County Division of Planning, after carefully and fully reviewing a description of the proposed project, along with the application and other documents as submitted to the Town of West Seneca, replied in writing that the project was to be of local concern; and

WHEREAS, the Town Board held a public hearing which was properly noticed to the public wherein the project was discussed; and

WHEREAS, the Town Board herein determines that it shall act as lead agency for such purposes and there has been no opposition thereto by any other interested agency; and

WHEREAS, the Town Board, carefully and fully reviewed the application including the following documents submitted by the applicant and other interested entities: Response from DEC, SHPO, NYSDOT, Army Corp of Engineers, and the reports of Powers Archaeology, LLC; and

WHEREAS, the Town Board, upon taking an independent hard look and reasoned evaluation of all of the above-referenced information, comments and written documentation with regard to the project;

WHEREAS, upon review of Parts I, II, and III of the EAF and documentation and plans submitted by the applicant in connection with the review of the Project, the Town Board has not identified any potentially significant adverse environmental impacts associated with the proposed use of the Subject Property, has determined that this is an unlisted action and preparation of a Full Environmental Impact Statement is not necessary and that the issuance of a Negative Declaration is therefore appropriate; now, therefore, be it

RESOLVED that pursuant to 6 NYCRR 617.7(a) the Town Board hereby accepts its designation as lead agency and does hereby adopt a Negative Declaration with respect to the Project based on its determination that the Project will not result in any potentially significant adverse environmental impacts.

Ayes: All

Noes: None

Motion Carried

2. Code Enforcement re Rezone & Special Use Permit – 2544 Clinton Street

Mr. Schieber stated the applicant has provided the following:

- ✓ Adjusted conceptual plan for the addition of parking spaces
- ✓ Information and schematics for the existing mansion building to temporarily house residents in the event of emergencies
- ✓ Cover letter

Town Attorney Trapp stated he sent letters to the Seneca Nation and received no response which can be interpreted as agreement with SHPO. The West Seneca Central School District indicated that they have sufficient capacity for the program. The SEQR documents are in front of the Town Board and a full EAF for the site was completed.

Supervisor Dickson stated he received a letter from the West Seneca Superintendent indicating her full support of the project.

Councilmember Breidenstein addressed the concerns he expressed about the project:

- ✓ Lack of a response from Seneca Nation – Councilmember Breidenstein’s own correspondence went unanswered
- ✓ Parking spaces – Questioned the number of handicapped spaces required in the town code. Mr. Schieber stated the number is determined by the overall quantity of the site and 2-3 handicapped spaces are required per 100; the applicant exceeds this amount.

- ✓ Sidewalks – NYS has indicated sidewalks will not be added to Clinton Street and questioned if sidewalks have been added by the developer. Mr. Schieber referred to the drawing and stated sidewalks are included in the interior of the development. Additionally, NYS requested the development carry the sidewalk out of the property west on Clinton Street up to the bridge area.
- ✓ Did not see elevators or lifts in the plans of the 3-story buildings and questioned how individuals with mobility issues will be accommodated – Mr. Schieber stated the applicant will address the question.
- ✓ Concerned that the dumpster site is inadequate for the property – Supervisor Dickson stated he understands the Planning Board can review and recommend changes or additions.
- ✓ How many electric car charging stations will be installed accommodated – Mr. Schieber stated the applicant will address the question.
- ✓ Is the entire parcel being rezoned – Mr. Schieber stated the entire parcel and noted the remainder is not suitable for development.

Councilmember Piekarec questioned if the current M-1 zoning allows manufacturing businesses. Mr. Schieber confirmed this. Councilmember Piekarec questioned if the town requires any new projects to include electric car charging stations. Mr. Schieber stated the requirement is not in the town code but is regularly discussed at the Planning Board meetings. Councilmember Piekarec stated in his opinion most of the residents will have gasoline powered vehicles.

Dan Brock of LaBella Associates made the following comments:

- ✓ Handicap parking spaces were addressed
- ✓ ADA compliant units are located on the ground floors of buildings and the plans meet all NYS requirements
- ✓ Dumpsters are for garbage overflow, each unit will have a tote – Councilmember Breidenstein questioned what party will be responsible for garbage collection and mentioned a concern with the garbage generated by parties moving in and out of the development. Mr. Brock understands it will be the developer's responsibility and will investigate the particulars of collection.
- ✓ NYS guidelines require a certain number of electric vehicle charging stations and the plans accommodate 5 stations

Councilmember Piekarec asked if the sidewalks are ADA compliant along the length of the property. Mr. Brock confirmed the development must be ADA compliant. Councilmember Piekarec asked if the community mansion can accommodate all residents. Mr. Brock stated that there will be enough room to accommodate 200 people and noted there are office spaces that will be on a generator and can accommodate additional people.

Councilmember Robertson asked which power company will service the development. Mr. Brock stated NYSEG will supply electricity. Councilmember Robertson stated he does not believe the location is right for an all-electric community and added the condition that the applicant must provide the development plans to NYSEG for the utility company's review and approval. NYSEG's report will be submitted to the town.

Councilmember Piekarec asked Mr. Schieber and Mr. Foote if the applicant is required as a part of the site plan process to obtain approval from the electric company for hook-ups. Mr. Schieber stated in this instance, he will reach out to his contacts to facilitate this request.

Councilmember Breidenstein questioned if school buses will be able to navigate the site. Mr. Brock stated buses are generally provided with a central loop and accessible areas for the students.

Motion by Supervisor Dickson, seconded by Councilmember Piekarec, to approve the request for rezoning and special use permit for property located at 2544 Clinton Street changing its classification from M-1 to R-

50(S) for construction of multiple family dwelling with all related site improvements with the condition that the applicant contact NYSEG and receive approval for the electrical development and that the report will be sent to the Town Board and Planning Board.

Ayes: All

Noes: None

Motion Carried

Motion by Supervisor Dickson, seconded by Councilmember Piekarec, to adopt the following resolution:

WHEREAS, the Town Board of the Town of West Seneca, as lead agency acting pursuant to the State Environmental Quality Review Act, Article 8 of the New York State Environmental Conservation Law, has reviewed Part I of the Full Environmental Assessment Form ("FEAF") prepared by the applicant for property located at 2544 Clinton Street ("Subject Property"), for development of affordable housing multi-family residential units and associated site work and parking (the "Project"), and reviewed the draft completed Part II and Part III of the EAF analyzing the potential for the Project to result in any significant adverse environmental impacts and has otherwise taken a hard look at the identified potential environmental impacts utilizing the criteria specified in 6 NYCRR 617.7(c); and

WHEREAS, the Erie County Division of Planning, after carefully and fully reviewing a description of the proposed project, along with the application and other documents as submitted to the Town of West Seneca, replied in writing that the project was to be of local concern; and

WHEREAS, the Town Board held a public hearing which was properly noticed to the public wherein the project was discussed; and

WHEREAS, the Town Board herein determines that it shall act as lead agency for such purposes and there has been no opposition thereto by any other interested agency; and

WHEREAS, the Town Board, carefully and fully reviewed the application including the following documents submitted by the applicant and other interested entities: Response from DEC, SHPO, NYSDOT, West Seneca Central School District, and the reports and submissions from LaBella, PC; and

WHEREAS, the Town Board, upon taking an independent hard look and reasoned evaluation of all of the above-referenced information, comments and written documentation with regard to the project;

WHEREAS, upon review of Parts I, II, and III of the FEAF and documentation and plans submitted by the applicant in connection with the review of the Project, the Town Board has not identified any potentially significant adverse environmental impacts associated with the proposed use of the Subject Property, has determined that this is an unlisted action and preparation of a Full Environmental Impact Statement is not necessary and that the issuance of a Negative Declaration is therefore appropriate; now, therefore, be it

RESOLVED that pursuant to 6 NYCRR 617.7(a) the Town Board hereby accepts its designation as lead agency and does hereby adopt a Negative Declaration with respect to the Project based on its determination that the Project will not result in any potentially significant adverse environmental impacts.

Councilmember Breidenstein noted that he experienced internet issues today and was unable to download and view the materials that were sent to him today and will be abstaining for that reason.

Ayes: 4 (Dickson, Kims, Piekarec, Robertson) Abstain: 1 (Breidenstein) Noes: None Motion Carried

NEW BUSINESS

A. PERSONNEL

1. Town Attorney re Pay rate increase for part-time Legal Staff

Motion by Supervisor Dickson, seconded by Councilmember Robertson, to increase the hourly rate for Law Clerk Diane Webber to \$23.28 per hour and part-time Clerk Typist Joli Messinger to \$19.10 per hour retroactive to the beginning of 2025.

Ayes: All Noes: None Motion Carried

2. Town Clerk re Pay rate increase for part-time Cashier Donna Ferron

Motion by Supervisor Dickson, seconded by Councilmember Robertson, to increase the hourly rate for part-time Clerk Typist Donna Ferron to \$18.60 per hour retroactive to January 1, 2025.

Ayes: All Noes: None Motion Carried

3. Chief Cosgrove re Promotion of Michael Kocieniewski to Patrol Lieutenant

Motion by Supervisor Dickson, seconded by Councilmember Breidenstein, to promote Michael Kocieniewski to the rank of Police Lieutenant effective January 28th, 2025, at an annual salary of \$116,922.39.

Ayes: All Noes: None Motion Carried

4. Chief Cosgrove re Appointment of Zachary Armstrong as part-time Court Security Officer

Motion by Supervisor Dickson, seconded by Councilmember Robertson, to appoint Zachary Armstrong as a part-time Court Security Officer effective January 28th, 2025, at the rate of \$24 per hour.

Ayes: All Noes: None Motion Carried

5. Director of Senior Services re Appointment of Karen Thompson as part-time Food Service Worker

Motion by Supervisor Dickson, seconded by Councilmember Robertson, to appoint Karen Thompson as a part-time permanent Food Service Worker at the rate of \$15.50 per hour effective January 28th, 2025, to be paid from account line 01762000.50146.

Ayes: All Noes: None Motion Carried

6. Director of Senior Services re Status change for part-time Senior Clerk Typist Georgiann Busse

Motion by Supervisor Dickson, seconded by Councilmember Robertson, to change the status of Senior Clerk Typist Georgiann Busse from temporary RPT to part-time permanent effective February 2, 2025, at her original rate of \$19 per hour to be paid from account code 01762000-50138.

Ayes: All Noes: None Motion Carried

7. Director of Senior Services re Status change for part-time Clerk Typist Jeannette Kropczynski

Motion by Supervisor Dickson, seconded by Councilmember Robertson, to change the status of part-time Clerk Typist Jeanette Kropczynski to part-time seasonal effective February 2, 2025, to be paid from account code 01762000-50138.

Ayes: All Noes: None Motion Carried

8. Director of Senior Services re Resignation of part-time Recreation Attendant Valarie Halady

Motion by Supervisor Dickson, seconded by Councilmember Robertson, to accept the resignation of Recreation Attendant Valerie Halady effective January 25, 2025.

Ayes: All Noes: None Motion Carried

9. Director of Senior Services re Appointment of Jessica Reino as RPT Recreation Attendant

Motion by Supervisor Dickson, seconded by Councilmember Piekarec, to appoint Jessica Reino as a RPT Recreation Attendant at the rate of \$20 per hour effective February 2, 2025, to be paid from account line 01762000.50484.

Ayes: All Noes: None Motion Carried

B. ANNOUNCEMENTS

1. Councilmember Robertson re Resignation of Valerie Halady from the Senior Services Advisory Board

Received and filed.

2. Chief Cosgrove re Retirement of part-time Disaster Coordinator Peter Spilsbury, Jr.

Motion by Supervisor Dickson, seconded by Councilmember Piekarec, to accept the retirement of Peter W. Spilsbury, Jr., as part-time Disaster Coordinator effective January 27, 2025.

Ayes: All Noes: None Motion Carried

C. COMMUNICATIONS TO BE VOTED ON

1. Supervisor Dickson re West Seneca Deer Control Program

Motion by Supervisor Dickson, seconded by Councilmember Robertson, to approve the attached West Seneca Deer Control Program and authorize the Supervisor to execute the DEC Deer Damage Permit.

On the question, Councilmember Piekarec inquired if property owners should contact the Program Coordinator or the Supervisor's Office to allow access to their property. Supervisor Dickson confirmed that those individuals should contact his office directly. Councilmember Piekarec asked how many deer will be culled. Supervisor Dickson advised in the short term approximately 100 but cannot say for certain.

Councilmember Breidenstein inquired if this program requires any additional insurance coverages. Ms. Kathleen Rapasadi, Tompkins Insurance indicated that she would investigate this request. Councilmember Breidenstein inquired if the town will control the background check or is that at the individual expense. Chief Cosgrove will utilize the Police Department to conduct background and criminal history checks.

Ayes: All

Noes: None

Motion Carried
APPENDICES

2. Supervisor Dickson re Appointment of Richard Richert as West Seneca Deer Control Program Coordinator

Motion by Supervisor Dickson, seconded by Councilmember Robertson, to appoint Richard Richert as West Seneca Deer Control Program coordinator at an annual stipend of \$1,000 paid for out of the Deer Task Force budget line 01352000.50419.

Ayes: All

Noes: None

Motion Carried

3. Deputy Supervisor Greenan re West Seneca Semiquincentennial

Motion by Supervisor Dickson, seconded by Councilmember Robertson, to adopt the following resolution regarding the West Seneca Semiquincentennial celebration:

WHEREAS, July 4th, 2026, will be the 250th anniversary of the signing of the Declaration of Independence (the "semiquincentennial"), and

WHEREAS, October 16th, 2026, will be the 175th anniversary of the creation of the Town of Seneca by the Erie County Board of Supervisors, the name of which was changed to West Seneca in February 1852, and

WHEREAS, the U.S. Semiquincentennial Commission was established by Congress in 2016 to plan and orchestrate the 250th anniversary of the signing of the Declaration of Independence of the United States on July 4th, 2026, and

WHEREAS, the West Seneca Civic and Patriotic Commission was founded as the West Seneca Bicentennial Commission in 1974 to coordinate festivities in West Seneca related to the 200th anniversary of the signing of the Declaration of Independence, and

WHEREAS, former West Seneca Town Board member Joan F. Lillis was the chair of the West Seneca Bicentennial Commission and is the current chair of the West Seneca Civic and Patriotic Commission, and
WHEREAS, the West Seneca Civic and Patriotic Commission has agreed to coordinate festivities in the Town of West Seneca related to the 250th anniversary of the signing of the Declaration of Independence and the 175th anniversary of the creation of the Town of West Seneca, and

RESOLVED, that the Town Board of the Town of West Seneca hereby appoints the West Seneca Civic and Patriotic Commission, chair Joan F. Lillis, to coordinate festivities in the town related to the 250th anniversary of the signing of the Declaration of Independence and the 175th anniversary of the creation of the Town of West Seneca, and

FURTHER RESOLVED, that the Town Board of the Town of West Seneca pledges to support the 250th and 175th anniversaries, both financially and physically, and

FURTHER RESOLVED, that the Town Board of the Town of West Seneca calls on all service clubs and voluntary organizations in the Town of West Seneca to support the Civic and Patriotic Commission in furtherance of this plan.

Resolved in the Town of West Seneca on January 27, 2025.

Ayes: All

Noes: None

Motion Carried

4. Deputy Supervisor Greenan re 2025 Excess Workers' Compensation Proposal

Tompkins Insurance Broker Ms. Kathleen Rapasadi stated they approached several carriers and the price offered by Midwest was the best option.

Motion by Supervisor Dickson, seconded by Councilmember Kims, to authorize the Supervisor to execute the two-year contract with Midwest Employers Casualty Company for Excess Workers' Compensation in the amount of \$282,556.

Ayes: All

Noes: None

Motion Carried

5. Deputy Supervisor Greenan re Phase III Composting Program proposal

Deputy Supervisor Greenan stated the Phase III proposal would expand the West Seneca composting program by providing a 50% subsidized pickup service for 75 households. Supervisor Dickson stated the town and each household would each contribute \$6.50 per month for bi-weekly pickups for a total cost to the town of \$11,283 that would be paid from the Recycling Collection line noting the town is attempting to obtain a grant. Another option is to continue with the current program allowing 120 households to drop off their composting.

Supervisor Dickson asked if the town resumes recycling collection, could composting pickup be included. Highway Superintendent Adams stated food scrap pickup would require different equipment and is not part of the initial plans, but another option may be to add another location for residents to drop off their compost items.

Deputy Supervisor Greenan stated additional educational events will be included with both options.

Councilmember Piekarec stated he would support continuing with the current program with the possibility of adding another drop off location. Deputy Supervisor Greenan stated she will contact Farmers Pirates to obtain the cost to add another drop off location.

Motion by Supervisor Dickson, seconded by Councilmember Piekarec, to table the item pending additional information.

Ayes: All

Noes: None

Motion Carried

6. Town Justices re Attendance at 2025 Court Clerk Conference

Motion by Supervisor Dickson, seconded by Councilmember Robertson, to authorize the attendance of Court Clerks Mary Jean Fitzgerald and Teressa Stacey at the Winter 2025 Continuing Court Clerk Education (CCE) Training Program for Towns & Villages at the Marriott Marquis in New York City from February 16 - 18, 2025, at a cost not to exceed \$2,100 per person to be paid from training line 01111000-50414.

Ayes: All

Noes: None

Motion Carried

7. Chief Cosgrove re Sale and disposal of police vehicles

Motion by Supervisor Dickson, seconded by Councilmember Breidenstein, to authorize the West Seneca Police Department to enter into an agreement with Auctions International, Inc., 11167 Big Tree Road, East Aurora, NY 14052, for the sale and disposal of old police vehicles:

The following vehicles will be sold at auction:

- 2015 Ford Explorer - VIN: 1FM5K8AR8FGC51548
- 2021 Dodge Charger - VIN: 2C3CDXKG3MH613370
- 2021 Dodge Charger - VIN: 2C3CDXKG3MH609111
- 2022 Dodge Charger - VIN: 2C3CDXKG1NH162523
- 2021 Dodge Charger - VIN: 2C3CDXKG7MH613372

Further, all funds generated are placed in the police budgetary Police Vehicles line 50208.

Ayes: All Noes: None Motion Carried

8. Chief Cosgrove re Purchase of police vehicles

Motion by Supervisor Dickson, seconded by Councilmember Robertson, to authorize Chief Cosgrove to draw up specifications and set a purchase bid on the NYS Office of General Services Market Place for the purchase of five (5) new 2024 or 2025 Dodge Durango Pursuit police vehicles to be paid from the 2025 police vehicle budget line 01312000.50208.

Ayes: All Noes: None Motion Carried

9. Chief Cosgrove re Purchase of ammunition

Motion by Supervisor Dickson, seconded by Councilmember Kims, to approve the purchase of ammunition per the quote from Amchar Wholesale Inc. noting the prices on the quote are in accordance with NYS contract #PC68734 and the total amount of the purchase will be \$13,847.45 to be paid from the 2025 budget line 01312000.50409.

Ayes: All Noes: None Motion Carried

10. Recreation Supervisor Masset re 2025 Summer employee bonus

Motion by Supervisor Dickson, seconded by Councilmember Breidenstein, to approve the 2025 summer bonus schedule for part-time Recreation Department employees.

Ayes: All Noes: None Motion Carried

11. Recreation Supervisor Masset re Trinity Christian School

Motion by Supervisor Dickson, seconded by Councilmember Kims, to authorize the Supervisor to execute the necessary documents to enter into an agreement with the Trinity Christian School for use of Firemen's Park for a Field Day event.

Ayes: All Noes: None Motion Carried

C. WARRANT

Motion by Supervisor Dickson, seconded by Councilmember Robertson, to approve the vouchers submitted for audit, chargeable to the respective funds as follows:

General Fund: \$ 591,917.97
Highway Fund: \$ 28,665.74
Trust & Agency: \$ 0.00
Capital Fund: \$ 517,610.98
Sewer Districts: \$ 12,516.72
Water Districts: \$ 237,548.84
Drainage District: \$ 0.00
Gas Conversion Lighting Districts: \$ 265.08
Electric Lighting Districts: \$ 9,383.92

Total: \$ 1,397,909.25

Ayes: All

Noes: None

Motion Carried

ISSUES OF THE PUBLIC

James Randolph, West Bihrwood Drive, made the following comments and questions:

- ✓ What is the status on proposed updates to the Ethics Code – Supervisor Dickson stated a draft has been provided to the Town Board for review and a public hearing will be held.
- ✓ What are the duties of the Secretaries to the various boards –
 - Town Clerk Newton first referred to the Zoning Board of Appeals and Planning Board
 - Upon the receipt of an application it is processed for payment and copies of the application are reproduced for the committee; the agenda is prepared by the secretary based on the number of applications received and reviewed with Code Enforcement and Chairperson; letters are drafted for the notifications to applicants and/or neighbors as required; confirmation of the location and appropriate notifications are then submitted and filed with the County and/or the State as required, places a legal notice for the meeting with publication vendor, on the website and on the clerk's bulletin board; arranges for copies of the agendas, set up of the meeting room; attendance of the meeting and preparation of the draft of the minutes; final letter notifications to applicants of approvals or tabling notification; finalization of the agenda item documentation and the minutes are placed in final form in the minute book.
 - With regards to the other commissions (Ethics, Environmental, Historical and Recreation) the Chairperson prepares and forward the agenda to the secretary for posting on the website who then prepares copies of the agenda and other materials as requested, attends the meeting, prepares the minutes, and places the approved meeting minutes in the minutes books.
- ✓ Is a difference the Planning and Zoning Boards compared to other boards due to the larger involvement – Town Clerk Newton confirmed this is correct.
- ✓ In his opinion, based on the duties just provided, he feels that the stipend amounts could be increased. Supervisor Dickson confirmed that during the next budget session they will consider increasing the amounts.

Courtney Fallon, Treehaven Road, made the following comments and questions:

- ✓ Requested a change to the town pool safety plan to reduce the staffing requirements and increase capacity
- ✓ In her opinion, the town is overspending on unnecessary lifeguards
- ✓ In her opinion, the current program offerings are less than pre-pandemic offerings

Michael Smolen, Cresthaven Drive, stated in his opinion, NYS Public Health Law Rule 213, Quarantine and Isolation is tyranny and encouraged the Town Board to oppose this.

COMMUNICATIONS BY BOARD MEMBERS AND DEPARTMENT HEADS

Municipal Director of Human Resources Scibetta

- Making progress filling open positions

Recreation Supervisor Masset

- The Recreation Department's website lists open part-time positions and recreation programs

Councilmember Robertson

- Good start to the year with Police Department appointments, the deer control program, and the Highway Departments response to the weather events

Councilmember Breidenstein

- West Seneca Chamber of Commerce will be recognizing members of the Town of West Seneca at the upcoming Awards dinner
- The Recreation Commission is reviewing recommendations for pool fees and will be brought forward for review at a future meeting
- Recognized the Police Department and Highway Department's efforts
- Recognized the efforts of the Town Clerk's Department launching the new meeting software

Supervisor Dickson

- Anticipates that the new owners of the Seneca Mall site will attend the March Planning Board meeting
- NYS has hired a consultant to review options for the East & West Road developmental school property
- Apartments are planned for the former Bellwood School building
- Flappy's Restaurant has a new owner and has plans for the building
- There are ongoing discussions with the property owner of the old car wash at Clinton Street and Transit Road

Councilmember Kims

- Thanked the Highway and Police Departments

Councilmember Piekarec

- Anticipates a presentation from the Senior Advisory Board for uses of the lower level of the Senior Center
- Recognized Mr. Spilsbury's efforts with the fire companies

Town Clerk Newton

- The proceeds from the Community dinner provided for 3 donations of \$1,100 each to the following local charities - WS Food Pantry, Grace Guest House, and WNY Valor. The WS Rotary Club worked with the Chamber of Commerce on the check presentation
- 2025 Town and County tax collection is underway with a due date of February 18th
- Anticipating a full launch of the new CivicPlus software by the end of February and the website launch is expected in the summer
- Expressed gratitude to Deputy Molly Martin for all of her efforts with the CivicPlus agenda software

Deputy Supervisor Greenan

- Currently seeking produce vendors for the Farmers Market

ADJOURNMENT

Motion by Supervisor Dickson, seconded by Councilmember Kims, to adjourn the meeting at 7:42 P.M.

Ayes: All

Noes: None

Motion Carried

TOWN OF WEST SENECA



Gary A. Dickson
Supervisor's Office

TOWN SUPERVISOR
Gary A. Dickson
TOWN COUNCIL
Scott D. Robertson
Jeffrey A. Piekarec
Susan K. Kims
Robert J. Breidenstein

Dear Colleagues,

As promised, below is the proposed deer control program for West Seneca for the board's approval.

1. In a letter dated 12/20/2024 the DEC issued a DEC deer damage permit (DDP) effective 1/1/2025 through 12/31/2025 upon receipt of the attached Agreement to Conditions signed by the Supervisor.
2. The West Seneca Deer Control Program (DCP) will be managed by a coordinator appointed by the Town Board who is a DEC-licensed Nuisance Wildlife Control Operator (NWCO) with extensive experience controlling deer in West Seneca, Clarence, and other towns. Everyone participating in the West Seneca program will possess an active NWCO license and pass a background screening by the West Seneca Police Department.
3. The DCP will take place on town-owned property and on private property, with the owner's permission, in accordance with DEC regulations.
4. DCP activity will be fully coordinated with the West Seneca Police Department (as are current deer control activities currently underway on private property with their own DEC permits).
5. Mirroring the program in Clarence, the Town of West Seneca will pay \$50 for each deer taken as part of the DCP and pay the Buck and Doe Shop in Williamsville to process the deer (currently estimated at \$20 per deer). Meat from the Buck and Doe shop will be donated to the West Seneca Food Pantry.
6. The Town of West Seneca will pay for bait (corn and apples) and other equipment for the DCP, except that participants will supply their own firearms and crossbows, as appropriate. The Highway Superintendent has agreed to provide storage for bait.
7. Every effort will be made to keep the DCP from negatively impacting the residents of West Seneca, with safety as the top priority.
8. At the end of each season (which will run from mid-November to the end of March), the DCP coordinator will present a summary of the number of deer taken, the number of deer recommended to take in the following season, any security incidents, and other relevant information and suggestions.
9. Upon board approval, the attached signed permit will be sent to the DEC.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Fish, Wildlife and Marine Resources, Region 9
182 East Union, Suite 3, Allegany, NY 14706-1328
P: (716) 372-0645 | F: (716) 372-2113
www.dec.ny.gov

December 20, 2024

Honorable Gary A. Dickson
Town of West Seneca
1250 Union Road
West Seneca, NY 14224

**PERMIT TRANSMITTAL LETTER DEER
DAMAGE PERMIT NO. 9-2025-37993**

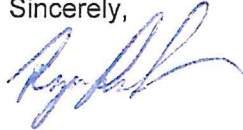
Supervisor Dickson:

Enclosed is the Town of West Seneca's deer damage permit (DDP), which was issued in accordance with the applicable provisions of the Environmental Conservation Law (Article 11-0521). This permit is only valid once reviewed and *signed* by you (the permittee).

In addition, enclosed you will find the Log of Agents Shooting on a Deer Damage Permit (Shooter Log) form and the Deer Harvest Summary Report Card. You are required to maintain this Shooter Log and return the Report Card within *30 days* after the expiration date of your permit. **Reporting is required regardless of whether or not any deer are taken on your permit.**

Please do not hesitate to contact me with any questions. Thank you for your cooperation.

Sincerely,



Ryan D. Rockefeller

Wildlife Biologist – Big Game

Enclosed: Deer Damage Permit, Shooter Log, Report Card, Carcass Tags

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

REG YEAR PERMIT #
S 2025 37993

Division of Fish and Wildlife, Bureau of Wildlife, Region 3
182 East Union St., Suite 3, Allegany, NY 14706
T: (716) 372-0340 ext.
www.dec.ny.gov

DEER DAMAGE PERMIT

Pursuant to Environmental Conservation Law 11-0521

ISSUED TO:

Gary Dickson	Town of West Seneca
1250 Union	
Buffalo, NY 14224	Work: (716) 558-3203
	Email: GDICKSON@TWSNY.ORG

LOCATION OF PROBLEM:

1. County: Erie, Town: West Seneca Lands owned by the Town of West Seneca and private properties where agreements have been secured. List of properties to be maintained by the permittee., WMU: 9C

NATURE OF CONFLICT:

Community/Residential

ACTIONS AUTHORIZED:

Baiting, Lethal removal (bow or crossbow), Lethal removal (shotgun or muzzleloader), Take of antlerless deer only, Use of artificial lights, night vision, laser sights and thermal optics are authorized

CARCASS TAGS ISSUED:

(50 Total): 21101-21150

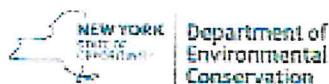
Issue Date: 1/1/2025	Issuing Agent:
Expiration Date: 12/31/2025	Ryan Rockefeller

ASSUMPTION TO CONDITIONS

I have read and fully understand the enclosed conditions of this permit.

Permittee Signature: *Gary Dickson*

Date: 1/15/2025



STANDARD CONDITIONS

1. This permit is not valid unless or until the AGREEMENT TO CONDITIONS is signed by the permittee.
2. This permit is valid only on lands identified on the front of the permit.
3. This permit is valid only with landowner permission.
4. If this permit is to be used on multiple properties with different landowners and the permittee is not the lessee of the properties, written permission of all cooperating landowners must be attached to the original permit and copies must be carried afield with the agent.
5. The permittee must maintain a log of agents using the permit. The log must be available for inspection at any time.
6. Agents must sign the log agreeing to comply with all permit conditions prior to acting pursuant to this permit.
7. Persons who have previously been found in violation of Deer Damage Permit conditions may not act as agents without written permission from the Regional Wildlife Manager.
8. Agents must be at least 18 years of age.
9. Only the permittee and designated agents may be afield when acting pursuant to this permit.
10. If agents are authorized pursuant to this permit, the permittee shall be liable and responsible for any activities conducted by designated agents pursuant to this permit or any actions by designated agents resulting from activities authorized by this permit.
11. The DEC has the right to inspect any building, structure or property used for any activity pursuant to this permit.
12. The permittee must return the completed Summary Report to the DEC office listed on the permit WITHIN 30 DAYS of the permit expiration date. Failure to report will be grounds for denial of future permits.

SPECIAL CONDITIONS

1. Shooting may take place at any time of day or night.
2. Carcasses may be consumed or donated.
3. A management plan update and progress report must be submitted with each permit renewal request.
4. All shooting with a firearm must be done from an elevated platform or position

ACTION-SPECIFIC CONDITIONS

1. To shoot under this permit, agents must possess a valid NYS hunting license, hunter education certificate, or certificate of safe firearms training.
2. Persons who have had their NYS hunting privileges revoked or suspended may not act as shooting agents on this permit.
3. Permittee and agents must abide by local firearms discharge ordinances or obtain a written waiver from local authorities. If a waiver is required, it must be carried afield when acting pursuant to this permit.
4. All deer taken without administration of drugs or chemicals must be prepared for consumption, buried, incinerated, or disposed of at a rendering facility or landfill. Every effort should be made to use the deer for human consumption, including donation to those in need.
5. The permittee and designated agents must carry a copy of the signed permit and a carcass tag when acting pursuant to this permit.
6. Unused carcass tags must be destroyed upon permit expiration.
7. A damage permit carcass tag must be completely filled out immediately upon taking a deer and must be attached to the deer by the permittee or agent upon reaching his/her vehicle, home or farm building, or before leaving the property.
8. Bait may only consist of unprocessed corn, grains, fruit, or vegetable matter and may not contain any protein supplements or salt.
9. Bait may not be placed more than three weeks prior to shooting or capture activity or in proximity to hunted parcels.
10. Bait must be removed immediately upon completion or suspension of activities.
11. Baiting areas must be pre-approved by regional wildlife and law enforcement staff.
12. Implements used for shooting deer must meet the deer-hunting specifications in ECL 11-0901.

ENVIRONMENTAL CONSERVATION LAW

1. No one may sell, trade or barter: a Deer Damage Permit, a carcass tag, the ability to be an agent on a permit, the opportunity to shoot a deer on a permit, or a deer shot on a permit.

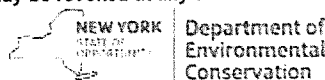
ENVIRONMENTAL CONSERVATION LAW - BAITING

1. Bait may not be placed within 300 feet of a public road.

ENVIRONMENTAL CONSERVATION LAW - SHOOTING

1. Possession of a loaded firearm or cocked crossbow in or on a motor vehicle and shooting from a motor vehicle or across any part of a public roadway are prohibited unless exempted by Federal or State law.
2. Discharging a firearm within 500 feet, a crossbow within 250 feet, or a vertical bow within 150 feet of a school, playground, public structure, or occupied factory, church or farm building is prohibited.
3. Discharging a firearm within 500 feet, a crossbow within 250 feet, or a vertical bow within 150 feet of a dwelling is prohibited unless the shooter owns or leases the dwelling or has the owner's or lessee's consent.

Failure to comply with the conditions outlined above and on any additional pages may result in denial of future permits and may be considered violations of state laws. This permit may be revoked at any time.



Log of Agents Shooting on a Deer Damage Permit

Every Agent shooting on this Deer Damage Permit must read and abide by all the Permit Conditions. In addition, each Agent must read the certification below and print their full name, address, date of birth, and sign their full name prior to exercising the privileges of this permit.

By signing this form I agree that I have read, fully understand, and agree to abide by all of the attached Permit Conditions. I am at least 18 years old, I possess a valid NYS hunting license, hunter education certificate, or certificate of safe firearms training, and my NYS hunting privileges have not been revoked or suspended.

Print Full Name	Print Address	Date of Birth	Signature
			I have read and understand the permit conditions and the above heading and affirm under penalty of perjury that all information is true pursuant to section 210.45 Penal Law
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			I have read and understand the permit conditions and the above heading and affirm under penalty of perjury that all information is true pursuant to section 210.45 Penal Law



TO: Honorable Town Board
FROM: Amelia Greenan, Deputy Supervisor
DATE: February 10, 2025
SUBJECT: Deputy Supervisor Greenan re Phase III Composting Program proposal

Requested Action: Attached for your review is a proposal for Phase III of the Town of West Seneca's Composting Program. This contains a second option to simply continue the same efforts of Phase II.

Phases of the West Seneca Food Composting Program:

Phase I of the Composting Program began with a resident-led, weekly educational table and opportunity to sign up at the West Seneca Farmers Market. This offered residents the ability to drop off their food scraps at no cost at a "drop off zone" in Town Center for the duration of the Farmers Market. This program received strong positive feedback and illustrated measured success.

Phase II was made possible by the Town Board's approval to expand the drop-off opportunity to 120 residents for a full calendar year. Data and feedback were continuously collected, and two informational events were organized for a youth audience and a senior audience in collaboration with the Recreation Department and Senior Center. As you can see from the attached reports, the community has expressed interest in a pick-up option.

PROPOSED: Phase III may, at the decision of the Town Board, include a 50% subsidized pickup service for up to 75 households, and the continuation of a free drop-off opportunity to 120 households. The pickup service will first be offered to consistent participants of the 2024 drop-off program, followed by all other West Seneca residents. This will help to continue the positive momentum of the program, enhance our local sustainability efforts, and increase our chances of obtaining future grants. Thank you for your consideration.

Please authorize the Supervisor to sign an agreement with Farmer Pirates Compost to conduct Phase III of the Food Composting Program. Costs not to exceed approximately \$11,283 will be funded out of the Recycling Collection Line, 01-8161-00-50428.

UPDATE: Per the request of the Board on January 27th, please see the attached updated proposal option which includes a second location.

RESOLUTION:

ATTACHMENTS:

1. Phase III Town of West Seneca Composting Proposals (002)
2. Adjusted Phase III Town of West Seneca Composting Proposals (002)

Continuation of Town of West Seneca Composting Program: Phase III Proposals

Option 1: Subsidized Pick Up Service and Free Drop Off Program

Total Yearly Maximum Cost to Town: \$11,283 (approximate)

1. **Program Summary:** Farmer Pirates Compost would offer two composting options to households in West Seneca, pick up or drop off. For the pick up service, the fee would be subsidized and shared between the resident and the Town, open to 75 households. Each household signed up receives a 5 gallon bucket, lid and liner. They will collect food scraps within the bucket and every two weeks on their designated pick up day, they will leave the bucket out front for collection. Farmer Pirates Compost will empty the buckets, leaving a fresh liner to collect in until the following pick up. Each participating pick up household will receive 2 free 1 cubic ft bags of compost during the spring season (April - June). The drop off program will run exactly as the current pilot operates, available to 120 households to use free of cost. They will collect food scraps at home and empty at the drop off location as needed. Farmer Pirates services the drop off totes weekly. Active drop off members receive a discount code to use on compost during the spring sale season.
2. **Projected Impact:** Based on data collected, ~24,898 lbs of yearly food scraps would be collected from 75 households using the pickup service and ~17,583 lbs of food scraps would be collected from 120 households using the drop off program. In total, a potential 42,480 lbs or 21.24 tons of food scraps would be diverted from landfills and composted in one year with Option 1.
3. **Cost Breakdown:**
 - Bi-Weekly Pick up service - up to 75 households
 - Town cost: \$6.50/month per household
 - Yearly Max: \$6,183.00 (approximate)
 - Service cost: \$5,557.50
 - Estimated supplies cost: \$625.50 (buckets, lids, stickers)
 - Household cost: \$6.50/month
 - Quarterly: \$19.50
 - Yearly: \$78
 - Includes 2 x one cubic foot bags of compost per household
 - Drop off program- up to 120 households*
 - Town cost: \$5,100/year
 - Household cost: Free
 - Includes discount code for compost
 - *If the total maximum household number for drop off is not reached and there is a waitlist for pick up, Farmer Pirates will work with Town to add in new pick up members while staying within budget.

Option 2: Continuation of Current Municipality Sponsored Drop Off Program

Total Yearly Maximum Cost to Town: \$5,100

1. **Program Summary:** Farmer Pirates Compost would continue to offer the drop off composting program option to households in West Seneca. The drop off program will run exactly as the current pilot operates, open to 120 households to use free of cost. They collect food scraps at home and drop off at the drop off location as needed. Farmer Pirates services the drop off totes weekly.
2. **Projected Impact:** The drop off program has the potential to collect and divert ~17,583 lbs or 8.79 tons of food scraps from 120 households in one year with Option 2.
3. **Cost Breakdown:**
 - Drop off - up to 120 households
 - Town cost: \$5,100/year
 - Household cost: Free

Town of West Seneca Residential Composting Pilot Collection Data

Phase I Drop Off Pilot Collection Data

Number of Participants (households)	54
Duration	17 weeks
Program Dates	5/25/2023 - 9/12/2023
Total Food Scraps Collected Phase I (lbs)	2,120
Total Food Scraps Collected Phase I in Tons	1.06

Phase II Drop Off Pilot Collection Data

Max Number of Participants (households)	120
Duration	52 weeks
Program Dates	1/26/2024 - 1/24/2025
Total Food Scraps Composted to Date (1/17/2025) (lbs)	15,435
Total Phase II Food Scraps Collected in Tons to Date	7.72

Phase III Pilot Projected Collection Data

OPTION 1: 75 Pick Up Households and 120 Drop Off Households

75 Residential Bucket Pick Up

Quarter	Weekly Average per Household (lbs)	Number of Pick Up Households	Food Scraps Collected per Quarter (lbs)
First Quarter	6.72	60	5,242
Second Quarter		75	6,552
Third Quarter		75	6,552
Fourth Quarter		75	6,552
Total Projected Pick Up Collection (lbs)			24,898
Total Projected Pick Up Collection in Tons			12.45

120 Neighborhood Drop Off

Year	Weekly Average per Drop Off Household (lbs)	Number of Drop Off Household	Food Scraps Collected per Year (lbs)
2025	2.82	120	17,583
Total Projected Drop Off Collection (lbs)			17,583
Total Projected Drop Off Collection in Tons			8.79

OPTION 1: Phase III Pilot Total Projected Collection Data

Total Projected Collection Data Phase III (lbs)	42,480
Total Projected Collection Data Phase III in Tons	21.24

OPTION 2: 120 Drop Off Households

120 Neighborhood Drop Off

Year	Weekly Average per Drop Off Household (lbs)	Number of Drop Off Household	Food Scraps Collected per Year (lbs)
2025	2.82	120	17,583

OPTION 2: Phase III Pilot Total Projected Collection Data

Total Projected Collection Data Phase III (lbs)	17,583
Total Projected Collection Data Phase III in Tons	8.79

Phase II Pilot Summary

From January 26, 2024 through January 17, 2025 (pilot is ongoing), the participating Town of West Seneca households have contributed 15,435 lbs of food scraps to be composted, diverting them from landfills. This is approximately 7.7 tons of food scraps turned to compost. The program reached the maximum of 120 participating households in April 2024, and remained full with a waitlist for 4 additional months. Since August, the number of actively participating households has remained between 105 - 117 per month.

Program Start Date: January 26, 2024

Number of Pick Ups to Date: 51

Food Scraps Composted to Date: 15,435 lbs

Food Scraps in Tons: 7.7 tons

Impact Comparisons from [ReFED Impact Calculator](#):

- Total Greenhouse Gas Footprint: 30.90 metric tons of CO₂e
 - Equivalent to: 7 passenger vehicles driven for one year
- Water Footprint: 1.89 million gallons
 - Equivalent to: 3 olympic swimming pools

Impact Statistics from [EPA Greenhouse Gas Equivalencies Calculator](#):

- Miles Driven Offset: 15,311 miles
- Gallons of Gasoline Consumed: 694 gal saved
- Pounds of Coal not burned: 6,822 lbs

Phase II Sign Ups:

- Total sign ups throughout Phase II: 142
- Current Active sign ups: 110
- Months pilot remained full with a waitlist: 4
- Sign ups canceled or taken out for lack of participation in Check Ins: 33
- Sign ups still actively participating from the launch of Phase II: 75
- New sign ups currently active from February to date: 35

Monthly Check In Data:

- Average participant drop off frequency:
 - More than once a week: 12.36%
 - Weekly: 35.97%
 - Twice a month: 27.41%
 - Once a month: 15.59%
 - Never: 8.67%
- Voluntary Suggestions: Overall - make locks easier, more convenient location, tighter fitting tote liners, and pick up service. Examples include:
 - Potential for pickup service on trash day?
 - Any way to get similar composting bins/bags used in the City of Buffalo?
 - Maybe eventually bins could be placed in a different spot at the town complex. Or put a sign up that says parking for drop off only ? I park and walk my bucket over because the sign next to the bins says police vehicles only.
 - Too many yellow jackets around the collection bins
 - It would be great if West Seneca plowed out the recycle bins. Have to climb over snow to reach them
 - I just wish there was a better place for drop off in the lot.

- Voluntary Program Comments: Other than above mentioned suggestions, there were 181 overall positive comments left in the monthly Check Ins. Examples include:
 - As someone who lives in an apartment , I am so happy to have access to composting again.
 - As always, thanks for giving the community an easy way to compost.
 - Love the program, so easy.
 - Still loving it! Can't wait to start making walking to the park with the kids and dropping off the compost a thing for us!
 - Still am thankful the program is running ! I appreciate only having one bag of regular trash a week to put out for a family of three.
 - Love that this program is available and I hope that it becomes permanent
 - Thank you!!! I hope this will continue into next year!!!!
 - LOVE YOU GUYS! Please renew this program in West Seneca next year!
 - I have emailed the town, I really hope that they will continue this program into the future! Thank you for all that you do!
 - Love that West Seneca is providing this service. I hope it becomes more widespread
- Cancellation Comments: Overall - out of the way, began composting at home, thought it was a pick up, didn't use that often or moved out of West Seneca. Examples include:
 - Didn't want scraps in fridge
 - Purchased at home composting tumbler from Erie county
 - Thank you for letting me try it out. Please give my spot to someone else who can use it more regularly.
 - Sadly, I will have to leave the program for a while. I hope to contact you again when I can return.
 - Love this service, just the location makes it a bit more inconvenient for drop off. Thank you so much!
 - Thank you again for this option! It's just been more challenging for me to get there during the winter.

Composting Impact Statistics:

According to the [U.S Environmental Protection Agency](#), in the United States, food is the single largest category of material placed in municipal landfills, where it emits methane, a powerful greenhouse gas. Municipal solid waste landfills are the third-largest source of human-related methane emissions in the United States, accounting for approximately 14.1 percent of these emissions in 2017.

The greenhouse gas emissions from landfilled food waste are equivalent to the annual emissions of 15 coal-fired power plants. ([Food Waste and Methane: What's the Connection?](#))

Recycling wasted food into soil amendments offers opportunities to make long-term improvements in soil structure and health and help regenerate ecosystems by recovering nitrogen and carbon and returning them to the soil. ([The Environmental Impacts of U.S. Food Waste: Part 2](#))

Continuation of Town of West Seneca Composting Program: Phase III Proposals

~~Option 1: Subsidized Pick Up Service and Free Drop Off Program~~

~~Total Yearly Maximum Cost to Town: \$11,283 (approximate)~~

Option 2: Continuation of Current Municipality Sponsored Drop Off Program

- a) One location - 120 households max - Total Yearly Maximum Cost to Town: \$5,100
- i) **Program Summary:** Farmer Pirates Compost would continue to offer the drop off composting program option to households in West Seneca. The drop off program will run exactly as the current pilot operates, open to 120 households to use free of cost. Participants collect food scraps at home and drop off at the drop off location as needed. Farmer Pirates services the drop off totes weekly.
 - ii) **Projected Impact:** The drop off program has the potential to collect and divert ~17,583 lbs or 8.79 tons of food scraps from 120 households in one year with Option 2a.
 - iii) **Cost Breakdown:**
 - Drop off - up to 120 households
 - Town cost: \$5,100/year
 - Household cost: Free
- b) Two locations - 120 households max -Total Yearly Maximum Cost to Town: \$5,685
- i) **Program Summary:** Farmer Pirates Compost would continue to offer the drop off composting program option to households in West Seneca. Except for the addition of a second drop off location, this program will run exactly as the current pilot operates, open to 120 households to use free of cost. Participants collect food scraps at home and drop off at *one of the two drop off locations* as needed, with the second drop off location opening in the beginning of May 2025. Farmer Pirates services the drop off totes at both locations weekly.
 - ii) **Projected Impact:** The drop off program has the potential to collect and divert ~17,583 lbs or 8.79 tons of food scraps from 120 households in one year with Option 2b.
 - iii) **Cost Breakdown:**
 - Drop off - up to 240 households
 - Town cost: \$5,685/year
 - Household cost: Free
- c) Two locations - 160 households max- Total Yearly Maximum Cost to Town: \$6,465
- i) **Program Summary:** Farmer Pirates Compost would continue to offer the drop off composting program option to households in West Seneca. This drop off program would include two drop off locations and open to 160 households to use free of cost. Participants collect food scraps at home and drop off at *one of the two drop off locations* as needed, with the second drop off location and the household increase beginning May 2025. Farmer Pirates services the drop off totes at both locations weekly.
 - ii) **Projected Impact:** The drop off program has the potential to collect and divert ~21,963 lbs or 10.98 tons of food scraps from 160 households in one year with Option 2c.
 - iii) **Cost Breakdown:**
 - Drop off - up to 160 households
 - Town cost: \$6,465/year
 - Household cost: Free



TO: Honorable Town Board
FROM: Brian Adams, Highway Superintendent
DATE: February 10, 2025
SUBJECT: Highway Superintendent Adams re Retirement of Building and Grounds Laborer Daniel Walsh

Requested Action: Accept the retirement of Daniel Walsh from his position as a Buildings & Grounds Laborer. His official retirement date will be effective February 28, 2025.

RESOLUTION:

ATTACHMENTS:



TO: Honorable Town Board
FROM: Brian Adams, Highway Superintendent
DATE: February 10, 2025
SUBJECT: Highway Superintendent Adams re Appointment of Max Clifford as part-time Sanitation Department Laborer

Requested Action: Appoint Max Clifford as part-time Sanitation Department Laborer at the rate of \$15.75 per hour effective February 10, 2025, contingent upon completion of paperwork and passing of drug and alcohol testing.

This position will be paid from the Sanitation part-time account line 001-8160-0149-0000-0000.

RESOLUTION:

ATTACHMENTS:



TO: Honorable Town Board
FROM: Katie Almeida, Administrative Court Liaison
DATE: February 10, 2025
SUBJECT: Town Justice re Appointment of Kathryn Reagan as Clerk to the Town Justices

Requested Action: Appoint Kathryn Reagan as Clerk to the Town Justice at the rate of \$27.22 per hour effective February 11, 2025.

Funds are available for this position from Account code:
01111000.50133

RESOLUTION:

ATTACHMENTS:



TO: Honorable Town Board
FROM: Martha Franklin, Senior Police Clerk
DATE: February 10, 2025
SUBJECT: Chief Cosgrove re Appointment of David Vasquez as part-time Public Safety Dispatcher

Requested Action: Appoint David Vasquez as part-time Public Safety Dispatcher at the rate of \$21 per hour effective February 11, 2025.

Funds for this position are available from account code:
01312000.50148

RESOLUTION:

ATTACHMENTS:



TO: Honorable Town Board
FROM: Kelsey Lignos, Director of Senior Services
DATE: February 10, 2025
SUBJECT: Director of Senior Services re Resignation of part-time Clerk Richard Kelley

Requested Action: Accept the resignation of Richard Kelley as a part-time Clerk from the Senior Center effective February 11, 2025.

RESOLUTION:

ATTACHMENTS:

1. R. Kelley Resignation Letter



TO: Honorable Town Board
FROM: Lauren Masset, Recreation Supervisor
DATE: February 10, 2025
SUBJECT: Recreation Supervisor Masset re Recreation Department Appointments

Requested Action: Appointment of the individuals listed in the attached document to the corresponding pay rates, job titles with part-time seasonal status from May 25 - September 13, 2025. These appointments are contingent upon each individual obtaining the required certifications and attending all mandatory training and orientation sessions.

The listed positions will be funded from the following accounts:

- 1.7140.0149 - Recreation Staff
- 1.7180.0149 - Aquatics Staff

RESOLUTION:

ATTACHMENTS:

1. List 21025

Last Name	First Name	Title	Hourly Rate of Pay
Banks	Delaney	Lifeguard PT	\$17.00
Frey	Brady	Lifeguard PT	\$17.00
Giammaresi	Juliana	Lifeguard PT	\$17.00
Harper	Jack	Lifeguard	\$22.50
Hartman	Tyra	Recreation Leader	\$21.00
Lopez	Carly	Lifeguard PT	\$18.00
Margarone	Sophia	Lifeguard PT	\$17.00
Morris	Carolyn	Lifeguard PT	\$17.00
O'Neil	Aidan	Lifeguard PT	\$17.00
Rados	Lucy	Lifeguard PT	\$17.00
Ray	Cooper	Lifeguard PT	\$18.00
Renzoni	Olivia	Lifeguard PT	\$17.00
Robertson	Lily	Lifeguard PT	\$17.00
Robertson	Sophie	Lifeguard PT	\$17.00
Skrzypczyk	Adam	Lifeguard PT	\$17.00
Skrzypczyk	Emily	Lifeguard PT	\$18.00
Urbanski	Loralei	Lifeguard PT	\$18.00
Warnes	Matthew	Lifeguard PT	\$17.00

2.10.2025



TO: Honorable Town Board
FROM: Molly Martin, Deputy Town Clerk
DATE: February 10, 2025
SUBJECT: Recreation Supervisor Masset re Appointment of Ivan Nietopski as part-time permanent Recreation Leader

Requested Action: Appoint Ivan Nietopski as a part-time permanent Recreation Leader effective February 10, 2025, at the rate of \$27 per hour. His status will change to part-time seasonal from April 27 – September 13, 2025. He will return to part-time permanent status on September 14, 2025.

Mr. Nietopski's position and role as Pool Supervisor is contingent upon obtaining the required certifications and his attendance at all mandatory trainings/orientations. This position will be paid from the Salary of Laborers – Part Time 1.7180.0100.

RESOLUTION:

ATTACHMENTS:



TO: Honorable Town Board
FROM: Jean Pantano, Senior Clerk Typist
DATE: February 10, 2025
SUBJECT: Town Engineer re Return of deposit for Greenspring Subdivision

Requested Action: The Town of West Seneca received a \$15,000 cash deposit from Marrano Development in lieu of posting a performance bond for the construction of sidewalks and drainage sales within the Greenspring Subdivision. This deposit was provided as a financial guarantee for the completion of these improvements. It has been confirmed that the required work has been satisfactorily completed in accordance with the Town's standards. As a result, the deposit is no longer needed, and therefore arrangements should be made to return it to the Developer.

RESOLUTION:

ATTACHMENTS:



TO: Honorable Town Board
FROM: Jean Pantano, Senior Clerk Typist
DATE: February 10, 2025
SUBJECT: Town Engineer re Transfer of Water Service to Erie County Water Authority

Requested Action: The Town's intention is to convert the remaining Lease Manage area to Direct Service and this requires completing all the recommended water main replacements and potentially making other improvements and upgrades to the water system. The Town is planing completion of the work in phases over the next several years given the magnitude of this proposed project. The Town will take advantage of grant and funding opportunities to help reduce costs, minimizing the financial burden on the water customers. An Engineering report which will outline the necessary water main replacement and other upgrades needed for this transfer of service along with preliminary costs. The Engineering Department has already requested an updated list of water main replacement projects (see attached letter).

RESOLUTION:

ATTACHMENTS:

1. Letter to Erie County Water Authority

TOWN OF WEST SENECA



ENGINEERING DEPARTMENT

TOWN SUPERVISOR
GARY A. DICKSON
TOWN COUNCIL
JEFF PIEKAREC
SCOTT ROBERTSON
ROBERT BREIDENSTEIN
SUSAN KIMS

2/5/2024

Mr. Leonard F. Kowalski, P.E.
Executive Engineer
Erie County Water Authority
3030 Union Road
Cheektowaga, NY 14227

**Re: Town of West Seneca
Transfer of Water Service to ECWA**

Dear Mr. Kowalski:

As you know, the Town of West Seneca's water system is divided into two areas: one managed by the Erie County Water Authority (ECWA) under the Lease Manage Agreement and the other as a Direct Service area. Approximately every two years, ECWA provides the Town with a list of recommended water main improvements within the Lease Managed area based on breaks and leak history. Over the years, the Town has made numerous improvements from these lists but the number of replacements has remained fairly consistent due to the addition of other replacements.

In 2023, the Town of West Seneca established an overlay water district encompassing all existing eight (8) individual water districts (Water Districts 1, 2, 3, 4, 6, 7, 8, 9) within the Lease Manage area to help spread out the financial impact to water customers for the improvements within each individual water district.

The Town of West Seneca's intention is to convert the remaining Lease Manage area to Direct Service. We understand that this requires completing all the recommended water main replacements and potentially making other improvements and upgrades within the water system. Given the magnitude of the project and expected financial impact to water customers, the Town is planning to complete the work in phases over several years instead of a single large project. This approach would allow the Town to take advantage of various grant and funding opportunities to help reduce costs, minimizing the financial burden on the water customers. Once all the required improvements are complete within a particular district, we would then like to convert the individual district from Lease Manage to Direct Service.

Our goal is to prepare an Engineering Report which outlines the necessary water main replacements and other upgrades needed for the transfer for service including preliminary costs and a phased schedule for transferring the Lease Manage areas to Direct Service water district by water district. For planning purposes, we would like to determine the total estimated project costs based on the current list of water main replacement projects and the costs for all other improvements that are required for the transfer service to ECWA.

Please provide the Town with an updated list of water main replacement projects, a list of any other improvements that are needed for the transfer and confirm if this phased transfer approach is acceptable.

Upon your review, please do not hesitate to reach out to me with any questions or if you need any additional information.

Very truly yours,

A handwritten signature in black ink that reads "Jason A. Foote". The signature is written in a cursive, slightly slanted style.

Jason A. Foote, P.E.
Town Engineer

Cc: Files
Supervisor Dickson & Town Board Members
Town Attorney



TO: Honorable Town Board
FROM: Jean Pantano, Senior Clerk Typist
DATE: February 10, 2025
SUBJECT: Town Engineer re Basement Inspections & Smoke Testing

Requested Action: To further reduce infiltration and inflow (I&I) into the sanitary sewer system, basement inspections will once again begin shortly. Over the years, the Town has conducted hundreds of basement inspections throughout the sewer system, identifying numerous violations, including illegal sump pump and floor drain connections. In the event, violations are discovered at a property, the resident will receive a letter from the Town explaining the violation and requesting that they make the necessary corrections as soon as possible. These methods for reducing I & I ensure that the financial responsibility for corrections falls on the individual property owner rather than being distributed among all residents of the sewer district. This proactive approach provides a straightforward and efficient way to identify and address issues within the sanitary sewer system. Prior to conducting basement inspections or smoke testing, informational newsletters will be distributed by mail or in person to notify affected residents of the upcoming work schedule. This work is expected to be completed by a collaboration between the Town Engineering and Sewer Departments throughout 2025.

RESOLUTION:

ATTACHMENTS:



TO: Honorable Town Board
FROM: Gary Dickson, Supervisor
DATE: February 10, 2025
SUBJECT: Supervisor Dickson re Work Sessions

Requested Action: Prior to 2020 the Town Board held regular work sessions at 3pm once a month before a Town Board meeting, which started at 7pm. At that time the Town Board was made up of two council members (who were retired) and the Supervisor. When I took office in 2020 the Town Board agreed to eliminate the work session and changed the start of Town Board meetings to 6pm. The belief was that it was difficult for the public to attend work sessions and some new council members had full-time jobs and would find it difficult to attend a 3pm work session. Any business that was formerly done in the work session could be done during the Town Board meeting new meeting time.

At a recent meeting of the Town Board of Cheektowaga, that Town Board voted to have one work session on the second Tuesday of each month and a town board meeting on the fourth Tuesday of each month. This replaces the policy of having a work session before the Town Board meeting. It's important to note that Town Law does not make any mention of work sessions. Any meeting of a quorum of the Town Board is a meeting, regardless of how it's labeled. In recent years we have only held one work session every year, for the budget.

I am willing to try this approach as West Seneca and Cheektowaga both share the same goal: to effectively and efficiently utilize the time of the Town Board members and encourage open discussion. But there is no perfect system. If my colleagues on the Town Board feel there is a better way to hold public discussions, let's discuss other options.

RESOLUTION:

ATTACHMENTS:



TO: Honorable Town Board
FROM: Jeffrey Piekarec, Councilmember
DATE: February 10, 2025
SUBJECT: Councilmember Piekarec re Senior Center Lower Floor Space

Requested Action: Discussion of the Senior Center lower floor space in anticipation of the electrical maintenance department and the town clerk's records room. New areas at the town highway garage have already been planned for the transfers. The Senior Services Advisory Board has been working to come up with the best possible uses for this newly acquired area. We are now at a point where there is agreement for a general concept on how to best utilize the area. The Advisory Board is looking to obtain the town board's feedback on our concept for approval to determine potential grants and other funding sources.

RESOLUTION:

ATTACHMENTS:

1. Final Draft Proposal
2. Lower Floor Survey
3. Senior Services Memo 2-3-25

January 22, 2025

West Seneca Town Board

1250 Union Road
West Seneca, New York 14224

RE: Proposal for multi-purpose fitness room in the lower floor space with updated electrical/flooring throughout facility

Dear West Seneca Town Board:

The *West Seneca Senior Center* is an essential commodity in our backyard affording residents aged 50+ the opportunity to take part in several meaningful activities. These activities are offered during center hours and include a wide range of programs benefiting both mental and physical well-being.

Additionally, our membership continues to grow due to the quality and efficacy of the programs offered to benefit both mind and body. Even though the square footage of the center is ample, we feel the space can be utilized more efficiently and effectively if given an updated, multi-purpose space dedicated to the seniors in our community.

With that, the advisory committee voted unanimously at our last meeting on Tuesday, January 14th, to move forward with a recommendation modifying the fitness instruction area located in the basement of the facility and making minimal, but necessary, modifications on the main level to accommodate learning activities. Specifically, we would like your permission and support to obtain more detail to:

- Update electrical so that safety protocols are met, and tripping hazards are avoided.
- Acquire the proper equipment to facilitate an optimal learning experience among members.
- Remove the main level *game room* pool table, shuffleboard and golf simulator and place these items in the old *electrician's room*.
- Dedicate the existing main level *game room* to a multi-purpose classroom for classes, clubs and smaller game activities.
- Convert the lower-level *electrician's room* into a game room.
- Claim one of the *clerk's storage/records rooms* and convert the room into a multi-purpose fitness room.
- Remove the current flooring from the facility and replace with more universal, aesthetically pleasing, durable flooring conducive to the activities taking place.



West Seneca Senior Center
Where Seniors Are Celebrated!

4620 Seneca Street | West Seneca, NY 14224
716.675.9288

Director: Kelsey Lignos

I would defer to the Town Board as to the feasibility and timeframe in which this project could be completed by *Building & Grounds* and to further explore potential funding sources.

We feel this project is warranted by the center's growth and graciously welcome your permission, support, and input.

Respectfully,

Amy L. Brotka

Amy L. Brotka, Chair

West Seneca Senior Services Advisory Board

Lower Floor Survey for Occupancy

Classroom with desks/chairs to be used as a multi-purpose room (Safe-Driver class, University Express, Arts and Crafts, Book Club)	13
Multi-Use Fitness Room (Pilates, Stretching)	16
Indoor Pickle Ball Room	16
Ping Pong Table	5
Dance Hall	1
Weight Station	1
Indoor Pool/sauna/Jacuzzi	3
Stretching Cages	2
Music and Dance room	1
Barre Class	2
TOTAL Surveyed	60

TOWN OF WEST SENECA



Jeffrey A. Piekarec
Town Councilman

TOWN SUPERVISOR
Gary A. Dickson
TOWN COUNCIL
Jeffrey A. Piekarec
Scott D. Robertson
Susan K. Kims
Robert J. Breidenstein

Dear Town Board Members,

In anticipation of the electrical maintenance department and town clerks' records storage rooms eventually moving to the new town highway garage. The senior services advisory board has been working to come up with the best possible uses for this space. After seeing significant growth in the senior center membership over the past 4 years. This additional space offers the town an opportunity to further enhance the services to our seniors in the years to come.

In recent months we have had discussions among the senior center advisory board, myself and the new senior services director about the best possible uses for this space, We have also met with the B & G General Crew Chief, and sought input from senior center members on what they would like to see this space used for. We are now at a point where we agree on a general concept on how to move forward.

What we are looking for from the town board today is their feedback on this general concept and your approval for us to move forward with further developing these plans in detail with B & G. Then having discussions with the town grant writer and town board on possible funding sources.

Sincerely,

Jeffrey A Piekarec

Town Councilman



TO: Honorable Town Board
FROM: Jean Pantano, Senior Clerk Typist
DATE: February 10, 2025
SUBJECT: Town Engineer re Dedication of Ebenezer Landing sanitary sewer system

Requested Action: This is to certify that the sanitary sewers within the Town easement in Ebenezer Landing are now complete in conformance with public improvement plans and specifications. Kindly move to accept the 1432 LF of 8" sanitary sewer, (7) 48" manholes and (1) 60" manhole completed by Tom Greenauer Development, 2699 Transit Road, Elma NY 14059, under Public Improvement Permit No. 25-01. We have received the maintenance bond and the easement description.

RESOLUTION:

ATTACHMENTS:

1. Ebenezer Landing Sanitary Sewer Easement Map

NOTE: UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF SECTION 7209 PROMISION 2 OF THE NEW YORK STATE EDUCATION LAW.

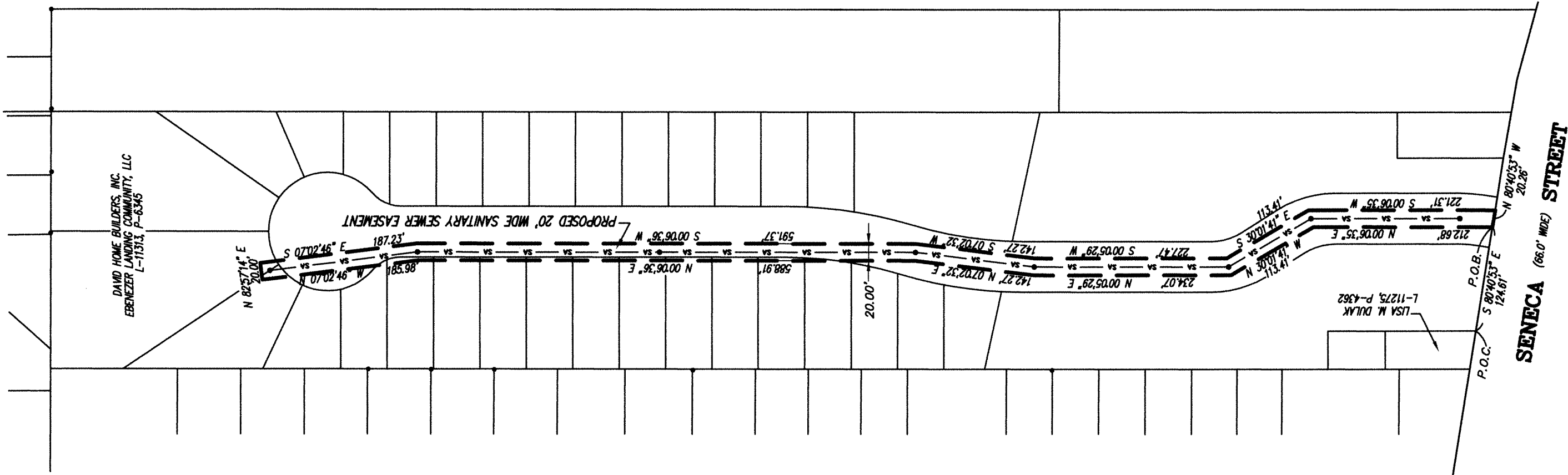
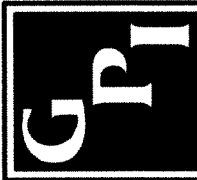


EXHIBIT MAP
PROPOSED SANITARY SEWER EASEMENT
EBENEZER LANDING
TOWN OF WEST SENECA, ERIE COUNTY, NEW YORK



GPI ENGINEERING, LANDSCAPE ARCHITECTURE & SURVEYING, LLP
ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE
4950 GENESEE STREET, SUITE 100
BUFFALO, NEW YORK 14225
(716) 633-4844 FAX 633-4940

Job No. 5801-EXHIBIT Date: NOVEMBER 13, 2024
Scale 1" = 150' Tax No.



TO: Honorable Town Board
FROM: Jean Pantano, Senior Clerk Typist
DATE: February 10, 2025
SUBJECT: Highway Superintendent Adams re Highway facility drains

Requested Action: Approve the bidding process for the installation of interior trench drains, oil/water separator, and other related plumbing work at the West Seneca Highway Facility (former Gemcor facility). This project is essential for improving the facility's drainage and waste management systems. The estimated cost for this work is between \$50,000 and \$150,000 and will be funded through the \$4 million bond. Upon receiving approval for the bidding and preparation of the bidding documents, the project will be publicized and bidding documents will be available at the Town Clerk's Office.

RESOLUTION:

ATTACHMENTS:



TO: Honorable Town Board
FROM: Brian Adams, Highway Superintendent
DATE: February 10, 2025
SUBJECT: Highway Superintendent Adams re Attendance at Advocacy Day Meeting

Requested Action: Authorize the attendance of the Highway Superintendent and Deputy Highway Superintendent at an advocacy meeting in Albany, New York, March 4 - 5, 2025, and will not exceed \$500. The purpose of this trip is to meet with members of the State Senate and Assembly to advocate more funding for roads and infrastructure.

Funds are available in the continuing education line 01501000.50414.

RESOLUTION:

ATTACHMENTS:



TO: Honorable Town Board
FROM: Martha Franklin, Senior Police Clerk
DATE: February 10, 2025
SUBJECT: Chief Cosgrove re Attendance at Law Enforcement Training Directors Association Spring Conference

Requested Action: Please authorize Captain James Unger to attend the Law Enforcement Training Directors Association Spring Conference in Lake Placid, NY from April 16-18, 2025. There is no course fee to attend. The associated costs for this training, to include lodging and meals, should not exceed \$300.00 with sufficient funds available in the 2025 training budget line 001.3120.50459.

RESOLUTION:

ATTACHMENTS:



TO: Honorable Town Board
FROM: Judy Kindron, Director of Finance
DATE: February 10, 2025
SUBJECT: Director of Finance re 2025 Budget Transfer – Personnel

Requested Action: Authorize the following 2025 budget transfer for an adjustment to the Personnel Department – Salaries of Department Heads and Expenses

RESOLUTION:

Increase	
\$ 80,000.00	01143000.50100 – Personnel/Dalaries of Dept. Heads
\$ 4,000.00	01143000.50414 – Personnel/Continuing Education and Training
\$ 11,000.00	01143000.50216 – Personnel/Computer Software
\$ 95,000.00	Total Increases
Decrease	
\$ 95,000.00	01143000.50451 – Personnel/Professional Services
\$ 95,000.00	Total Decreases

ATTACHMENTS:



TO: Honorable Town Board
FROM: Judy Kindron, Director of Finance
DATE: February 10, 2025
SUBJECT: Director of Finance re 2024 Budget Transfer – Town Clerk

Requested Action: Kindly authorize the following 2024 budget transfer for an adjustment to the Town Clerk’s Department – to cover over budget expenses

RESOLUTION:

Increase
\$ 25.00 01141000.50406 – Town Clerk – Membership Dues
\$ 881.00 01141000.50419 – Town Clerk - Supplies
\$ 906.00 Total Increases

Decrease
\$ 25.00 01141000.50414 – Town Clerk – Continuing Education and Training
\$ 881.00 01143000.50137 – Town Clerk – Salaries of Account Clerks
\$ 906.00 Total Decreases

ATTACHMENTS:



TO: Honorable Town Board
FROM: Lauren Masset, Recreation Supervisor
DATE: February 10, 2025
SUBJECT: Recreation Supervisor Masset re Buffalo Bombers

Requested Action: Kindly authorize the Supervisor to execute the necessary documents to enter into an agreement with the insured D/B/A Sportsplex Operator and Developers Association, Buffalo Bombers for use of Town of West Seneca ball diamonds.

RESOLUTION:

ATTACHMENTS:

1. Buffalo Bombers Agreement

**TOWN OF WEST SENECA RECREATION DEPARTMENT
NON-EXCLUSIVE FACILITIES USAGE PERMIT & LICENSE AGREEMENT**

Group/Season/Year:	Buffalo Bombers
The Licensee: This must match the COI	
Insured Name:	D/B/A Sportsplex Operators and Developers Association, Buffalo Bombers, located at 336 Fawn Trail, West Seneca, NY, 14224
Located At:	Club #: C.92922
Licensee Representative:	
Name and Title:	Donald M. Benker, Head Coach
Address:	336 Fawn Trail, West Seneca, NY, 14224
Phone:	716-510-8587 d23baseball@yahoo.com
Email:	
Agreement Term:	
Agreement Shall Begin On:	Start: April 1, 2025
Agreement Shall End On:	End: October 1, 2025
Invoice:	<i>This document serves as the invoice</i>
Payment is Due:	10/15/2025
Usage Fee Type (Select 1):	Diamond per hour or part of hour \$35.00
Usage Fee Type	Cost
X Diamond per hour or part of hour	\$35.00
Soccer Field per hour or part of hour	\$55.00
Grassy Area per hour or part of hour	\$20.00
Road Race	\$500+ (Determined by the Highway Superintendent)
Community Event/Special Event	Fee varies based on size, purpose, and duration
Fee Notes:	
Any use type may be assessed a Buildings & Grounds, Highway, WSPD or other Town of West Seneca overtime or supply fee. This is an additional fee.	
Road Races, Special Events, Tournaments and other large events fees are determined by the West Seneca Town Board and Highway Superintendent. These vary based on the event.	
Cost may be higher or lower than what is listed above, based on size, capacity, lighting, and duration of the event.	
Proof of nonprofit status or fundraising purpose may be required. Town Board approval will be required.	
Fees that are charged per one-hour block and are shorter than one are rounded up to the nearest one-hour block. Example 1.15 hours is rounded and billed as 2 hours.	
Minimum Charge based on requested/scheduled start and end time.	
Usage is not permitted before the scheduled start time or after the scheduled end time.	
Exhibits	Ball Diamonds, Dates/Times/Locations TBD between
Permitted Use and the Permitted Use Dates	Buffalo Bombers and West Seneca Youth & Recreation

This Non-Exclusive Facilities Usage Permit & License Agreement (the “Agreement”) is made by and between the Town of West Seneca, located at 1250 Union Road, West Seneca, New York (the “Town”), and the insured Licensee as listed above (collectively, the “Parties”), and is effective as of the date executed on behalf of the Town (the “Effective Date”).

1. Subject to the conditions, obligations, and terms of this Agreement, including the Facilities Usage Rules and Regulations, the Town grants the Licensee and the Licensee’s Permitted Users a non-exclusive license (the “License”) to use the facilities specified herein. By signing this Agreement, the Licensee acknowledges that they have reviewed and understood the Facilities Usage Rules and Regulations and agrees to adhere to them. Such use shall be limited to the Permitted Use defined below.

2. Permitted Use

- A. The License is granted for the Permitted Use and the Permitted Use Dates specified above. Any modifications to this Agreement shall be at the sole discretion of the Town and must be made in writing.
- B. The Town of West Seneca reserves the right to cancel any scheduled usage dates for any reason, at any time with no notice.
- C. The Licensee will only engage in Permitted Uses; all other uses are prohibited. The Licensee will engage in Permitted Uses in a manner that will protect and not damage the Facilities and will immediately notify the Town in writing of any prohibited uses by the Licensee or its invitees.
- D. Failure of the Parties to agree upon any changes to, or extension of, the Permitted Use Dates will result in expiration of the Term; if that occurs, the Town will have no liability for damages of any kind whatsoever to the Licensee.

3. Agreement Term

- A. The term of this Agreement shall begin on and conclude on the dates listed above, unless terminated earlier in writing. The Town of West Seneca, in its sole discretion, reserves the right to cancel this agreement at any time for any reason or without cause, reason or notice. Failure to abide by this agreement and work in harmony with the Town of West Seneca could result in the termination of this agreement.
- B. No refunds will be given. All fees will still be owed for future reserved uses.

4. Licensee Representative

- A. The Licensee designates the individual named above (the “Licensee Representative”) as its authorized representative for coordinating the Permitted Use of the Facilities with the Town. The Town shall have the right to rely on all representations and warranties made by the Licensee Representative on behalf of the Licensee. The Licensee Representative information can be found above. The Licensee Representative will be the only point of contact for the Town regarding scheduling and any other questions, comments, concerns, issues, etc. related to this agreement.

5. Payment:

- A. At the discretion of the Town, payment of use, exclusive of any additional cost incurred by the Town, shall be made no less than ten (10) calendar days prior to the Licensee’s use of the Facilities. Within ten (10) calendar days after such use, the Town will issue an invoice detailing any additional maintenance, lighting, cleaning, and other costs incurred as a result of the usage. This additional invoice must be paid within thirty (30) calendar days of the invoice date, otherwise future facility use may be denied.
- B. Payments should be made to the Town of West Seneca. An additional fee will be charged for each credit card transaction, which will be added to your “amount due” at the time of payment. Payments can be

made in person at the West Seneca Youth & Recreation office located at 1300 Union Road, West Seneca, NY 14224, or mailed to West Seneca Youth & Recreation, 1250 Union Road, West Seneca, NY 14224. Do not send cash through the mail.

- C. In the event of a weather-related cancellation or other unforeseen circumstances, the Town reserves the right to close facilities. During such closure, the Licensee is prohibited from using the facilities. The Licensee will not be charged for the cancelled date by the Town. No dates are guaranteed to be able to be re-scheduled and the Town shall not be responsible for any costs and/or damages as a result of such cancellation.

6. Additional Licensee Obligations and Understandings

- A. The Town of West Seneca will not provide any sound systems, announcement systems, or other equipment. The Licensee is responsible for supplying all necessary equipment.
- B. Any placement of storage containers, bins, sheds, trailers, etc., must be approved by the Highway Superintendent at least two weeks prior to placement on Town property. These items must display signs stating, "No Climbing" and any other directives from the Highway Superintendent. The Town of West Seneca is not responsible for any damage or theft of these items.
- C. The Town of West Seneca will not be responsible for or reimburse the Licensee for any lost, stolen, damaged, or vandalized items or any items left on Town property after the end of such use.
- D. The Licensee must clean the facility after use. Failure to do so may result in cleanup fees billed after the event, based on the Town's actual cleanup costs, which cannot be predetermined. The Licensee is responsible for keeping the vicinity free and clear of debris and garbage.
- E. The Licensee agrees to follow all local laws, and any rules posted at the facility or park they are using.
- F. Parking spots cannot be reserved for any Town facility.
- G. The opening and closing dates for Town Facilities vary by season and is TBD. The dates this agreement is valid for may fall before or after the opening and closing dates for the season. The Town will notify users of opening and closing dates. Facilities cannot be used before they are open or after they are closed for the season, regardless of the dates of this agreement. The Licensee understands that regardless of the dates of this agreement, the Town of West Seneca facility requested may not be open for the season, could close for the season and/or may not be available.
- H. The Licensee will cooperate and will cause the Licensee's Representative and its invitees to always cooperate with Town personnel.

7. Grassy Area, Soccer Fields & Diamond Rental

A. Rainout Procedures:

Licensees must call the Rainout Line at 716-677-4754 each weekday after 4:00 PM to confirm that the diamond is open and not closed due to weather conditions. Please note that diamonds will not be prepared on weekends or holidays, and the rainout line is not updated during those times. Weather and conditions are unpredictable and could change after the rainout line is updated for the day.

B. Reservation Policy:

Licensees cannot reserve time slots for Baseball Diamonds, Soccer Fields or Grassy Areas until after April 10 each year. This policy allows West Seneca Youth Sports, West Seneca Central School District, and West Seneca Youth & Recreation to book their necessary time slots. Licensees understand that no usage is guaranteed regardless of when this agreement was filed. Time slots are allocated on a first-come, first-served basis, and it's possible that no timeslots may be available. If April 10 falls on a weekend or holiday, the date will move to the next business day.

C. Requesting Rental:

To request a rental, the Licensee must email the desired date(s), time(s), and, if applicable, the size of the diamond or field. If any diamond or field is available, we will add the game to the schedule and

notify the Licensee. If no availability exists, we will inform the Licensee so they can submit a new request. Please be aware that Recreation must submit the weekly schedule to B&G several days in advance for the upcoming week. Therefore, all usage requests and cancellations must be submitted in writing by Wednesday at 3:00 PM of the week before. Requests made after this deadline will not be accepted for the following week, which runs Monday through Sunday. All requests and cancellations should be emailed to the Recreation Department, if there is a different designated scheduler the licensee will be notified after this agreement is approved.

D. Requesting a Cancellation:

To avoid a charge for cancelation, notice must be received no later than Wednesday at 3:00 PM of the week before the usage. Fees will not be refunded or adjusted should the Licensee fail to use the date they reserved and/or if the Licensee cancels due to weather-related or other issues. The Town of West Seneca reserves the right to deny a refund of fees at any time for any reason. All requests and cancellations should be emailed to the Recreation Department. If there is a different time available, the licensee will be notified.

E. Diamond Rental Fees:

Fees apply for weekday diamond use (prepared) and weekend diamond use (unprepared). Diamonds will not be prepared on weekends, holidays, or observed union holiday dates, but Licensees may request preparation for an additional fee. To request preparation, the Licensee must contact the Highway Superintendent at least two weeks before the scheduled use. If approved, the Licensee will be informed of the preparation cost and payment due date, if different from above.

F. Diamond Lights

For diamonds with lights, it is at the discretion of the buildings and grounds department if and when the lights will be turned on and off.

G. Grassy Area Fees

The Licensee acknowledges that if they are permitted to use a grassy field, the area will not include any equipment, nets, or other items and will not be lined. The field may have lines and equipment for other events, activities, and sports. The Licensee is not permitted to make any changes or adjustments to the area, nor should they place, keep, or store any items on Town property. If the Licensee wishes to have the area lined or marked, or if they need to place or store equipment, they must contact the Highway Superintendent at least thirty (30) calendar days prior to their first usage. Approval of such requests are not guaranteed and are at the sole discretion of the Highway Superintendent, who may impose additional fees and/or requirements.

H. West Seneca Soccer Complex:

- a. The Town of West Seneca will not provide corner flags, and all other equipment and items are not required to be supplied by the Town.
- b. Grills are not permitted at the West Seneca Soccer Complex.
- c. All persons will stay off the berm at the West Seneca Soccer Complex.

8. Races, Tournaments, Community Events, and Special Events

A. Documentation Requirements:

The Licensee must attach a race map and schedule to this agreement. Additionally, the Licensee must contact the Highway Superintendent and the Police Chief to discuss the event as part of the permit process. This communication must occur at least thirty (30) calendar days prior to the event.

B. Notification Responsibilities:

The Licensee is responsible for informing all businesses and homeowners along the race route, as well as any individuals affected by road closures. This includes properties directly on the race route and those on side streets that may be impacted. Notifications must be made at least 72 hours before the race start time. Failure to adequately inform all parties may result in the inability to host future events. It is recommended that affected parties receive a flyer detailing the event date, start and end times, and other pertinent information.

C. Specific Requirements for Races:

The Licensee must provide a detailed schedule, a list of streets that will be closed or blocked, and a race map with the list clearly indicated.

D. Requirements for Tournaments and Other Events

A complete schedule must be submitted to both the Recreation Department and the Highway Superintendent no later than fifteen (15) calendar days before the event.

E. Code Enforcement Application

The Licensee must contact the Code Enforcement Office and file an "Application for Special Events" and any other required documents in addition to this document. This must be done at least thirty (30) calendar days prior to the event date.

9. Food

- A. The sale or provision of food at the West Seneca Ice Rink, Community Center, Library, West Seneca Soccer Park, and Sunshine Park is strictly prohibited. The Town of West Seneca has an exclusive agreement with a vendor for food sales in these locations. In any other areas of town, the sale or provision of food must be discussed with the Town Board before this agreement is approved. It is the Licensee's responsibility to initiate this conversation during the initial stages of the agreement process.
- B. If food is permitted to be sold, the Licensee must contact the Code Enforcement Office to file an "Application for Special Events" and any other required documents in addition to this agreement. This must be completed at least thirty (30) calendar days prior to the event date.
- C. Outside grills are not permitted in Town Parks unless approved by the Highway Superintendent. It is the Licensees responsibility to obtain approval if an outside grill is being requested to be used.

10. Gaming

- A. If raffle tickets, auctions, or similar items are being sold, the Licensee must contact the Town Clerk's Office to complete any required documentation in addition to this agreement. This must be done at least thirty (30) calendar days prior to the event date.

11. Public Health Emergency

- A. The Parties acknowledge that during any public health emergency, the Licensee, including its vendors, employees, members and/or invitees, must take precautions to help protect against the spread of any disease, pathogen, or virus including, but not limited to, COVID-19. The Licensee will ensure that the organization adheres to all guidelines and rules made by the Centers for Disease Control and Prevention (CDC), New York State Department of Health, Erie County Department of Health, and Town of West Seneca, if applicable, and any changes to those guidelines and rules. It will be the responsibility of the Licensee to be abreast of any changes to aforementioned guidelines and rules.
- B. The Licensee, on behalf of its owners/operators/employees/players/spectators, acknowledge the contagious nature of COVID-19 and other similar pathogens, viruses and diseases, and further acknowledge that such exposure or infection may result in bodily injury, illness, permanent disability, or death. The Club hereby forever releases and waives any right to bring suit against the Town, and its

officers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of any virus, pathogen and/or communicable disease, including but not limited to COVID-19 related to utilizing the Town's Facility. The Club understands that this waiver means they give up their right to bring any claims including for bodily injuries, death, disease or property losses, or any other loss, including, but not limited to, claims of negligence, tort, prima facie tort, gross negligence, breach of contract, products liability, and give up any claim seeking damages, whether known or unknown, foreseen or unforeseen.

16. Facility Alterations

- A. Neither the Licensee nor its invitees will make any alterations, improvements, or changes of any kind to any of the Facilities or other Town property. If any alterations take place, the Licensee will immediately notify the Town in writing of such prohibited alterations. If any damage is sustained to the Facilities during the Licensee's use, then the Licensee shall pay the Town for such damages.

17. Certificate of Insurance

- A. Licensee agrees to defend, indemnify and hold harmless the Town from any and all liability, damages, expenses, causes of action, suits, judgments and claims of any nature arising out of or in any manner connected with injury to persons or property which results from the Town's use and access of the Facilities, only to the extent that such liability, damages, expenses, causes of action, suits, judgments and claims do not arise out of the Town's sole negligence. The Licensee will maintain, or cause to be maintained, in full force and effect, at the Licensee's expense, one or more policies of general comprehensive liability insurance (the "Licensee's Liability Insurance") with combined single limit coverage of at least one million dollars (\$1,000,000.00) per occurrence, and at least two million dollars (\$2,000,000.00) in the aggregate, with one million dollars (\$1,000,000) umbrella coverage, naming the Town as an additional insured on a primary and noncontributory basis. If the Certificates of Insurance, demonstrating insurance coverage required by this Section, are not received by the Town at least ten (10) days prior to the Permitted Use Dates, then the Town in its sole discretion may terminate this Agreement and/or prohibit the Licensee use of the Facilities. Certificates of Insurance upon their approval by the Town shall become part of this Agreement and shall be attached hereto as EXHIBIT C. Failure to provide a Certificate ten (10) calendar days prior to use may result in termination of this Agreement. The Town of West Seneca Insurance Company (Kathleen A. Rapasadi <KRapasadi@tompkinsfinancial.com>) will review the COI's submitted, based on review, the Town of West Seneca reserves the right to deny the COI, request changes to the COI/policy and/or change the limits or requirements at any time. The Town of West Seneca will not begin the agreement process with any person or group until after the COI has been approved by the Insurance Company.

- B. Here's a checklist:

- Under the General Liability section
 - \$1,000,000 or more "Each Occurrence"
 - \$2,000,000 or more "General Aggregate"
- The additional insured box marked.
 - A retention limit of \$75,000 or less, which would be marked under the General Liability under Claims Made or Occur this section should list the Retention with the amount.
- Under the Umbrella Section
 - \$1,000,000 or more in coverage.
- Under Description

- Wording that the Certificate Holder is an additional insured for all purposes, coverage, and claims. The Certificate Holder is an additional insured on a primary and noncontributory basis.
- Certificate Holder
 - “Town of West Seneca, 1250 Union Road, West Seneca, NY, 14224”

18. Political/Charitable/Organizations Signs and Events

It is further understood and agreed that no political signs, electioneering, supply of flyers/documents/papers or other information of a political nature shall be permitted by any candidate, political party, and/or political action committee either in support of or against any political candidate or party on any property owned by the Town of West Seneca other than on any local, state or national election day in conformance with any Election Law and/or regulation. Failure to adhere to this prohibition will result in the removal of any such signage and/or document and the immediate removal of such individual, organization, or group from Town property and the future denial of the right to use Town property in the future. Nothing herein shall prevent any individual, political party, or organization from sponsoring any charitable event for a recognized charitable organization on Town property provided that the charitable organization is a participant in the event and the full proceeds, if any, from the event are promptly paid to the charitable organization with proof of such delivery provided to the Town and acknowledged by the charitable organization. In the event that there are no charges to the general public for any registration, participation, admission, food, drink, or any other aspect of the event, the same shall not be applicable. A charitable organization shall be one authorized to act as a charity pursuant to the laws of the State of New York or as a charitable organization pursuant to the laws of the United States. Evidence of such authorization in a form acceptable to the Town shall be provided to the Town at least two weeks prior to any approval by the Town. All accounts showing amounts provided to the charitable organization shall be submitted within fifteen (15) calendar days of the conclusion of the event. In no event shall the amount paid to the charitable organization be less than fifty percent of the gross total amount. The licensee must pick up any and all lawn signs they put out by the end of the day after the event.

19. Automated External Defibrillator (AED)

If required by law, Licensee shall provide for an AED device to be present during all uses set forth herein and shall certify that they have an AED implementation plan on file and individuals trained in the use and operation of the AED and that same shall be supplied to the Town, upon request. In the event that the provisions of the Public Health Law governing the use of an AED are not applicable to Licensee, the Licensee shall provide a statement to the Town to that effect upon execution of this agreement.

20. Smoking & Alcohol:

- A. No alcoholic beverages or rowdiness will be allowed on the premises or in the immediate vicinity of any Town facilities or property.
- B. There is no smoking of any kind permitted at any town facility.

21. Indemnification

The Licensee further agrees to defend, indemnify and hold harmless the Town of West Seneca from any claim, demand, suit, loss, cost of experience, or any damage which may be asserted, claimed or recovered against or from the Town by reason of any damage to property, personal injury or bodily injury, including death or in connection with exposure/infection/spread of COVID-19 or any other health related disease, sustained by any person whomsoever and which damage, injury, or death, arises out of or is incident to or in any way connected with the performance of this Agreement, and regardless of which claim, demand,

damage, loss, cost of expense if caused in whole or in part by the negligence of the Town of West Seneca, or by third parties, or by the agents, servants, employees or factors of any of them.

- 22. Failure of the Parties to agree upon any changes to, or extension of, this Agreement, same will result in expiration of the Term; if that occurs, the Town will have no liability for damages of any kind whatsoever to the Licensee. The Town, in its sole discretion, may terminate this Agreement upon thirty (30) days' written notice for any reason whatsoever, including but not limited to, any violation of the Facilities Usage Rules and Regulations.
- 23. The Licensee will cooperate and will cause the Licensee's representatives and its invitees to always cooperate with Town personnel. The Licensee, its representative, and invitees shall not interfere with the work of Town employees and shall, in no way whatsoever, attempt to control or direct the work of any Town employee. All questions should be directed to Steve Hanavan, or his designee. The Licensee, its invitees and third parties shall obey all Federal, State, and local laws as well as all rules and regulations of the Town with respect to the use of the Facilities. The Licensee, its invitees, and third parties shall obey all directives of any law enforcement agency with respect to the use and operation of the Facilities.
- 24. The Licensee shall not assign any rights or responsibilities set forth in this agreement to any other party without the express, prior written consent of the Town.
- 25. This Agreement may be executed on behalf of the Town by the Town Supervisor or any authorized Recreation Personnel, as designated by the Town Board. The Licensee acknowledges that the signatory for the Club has the authority to execute this Agreement and bind the Club with respect to the terms and conditions contained herein.
- 26. In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder shall remain in force as if such provision were not a part. This Agreement sets forth the entire understanding between the Parties and may be amended solely upon the written mutual agreement of the Parties.
- 27. **Town of West Seneca Contact Information**
 - A. If there is more than one contact for each department you should contact all of the listed contacts unless otherwise noted in the section of the agreement for the step you are completing.
 - B.

Department	Title	Name	Phone	Email
Recreation	Recreation Supervisor	Lauren J. Masset	716-674-6086	lmasset@twsny.org
Highway	Highway Superintendent	Brian Adams	716-674-4850	badams@twsny.org
West Seneca Police	Police Chief	Brian Cosgrove	716-674-2943	cosgrovb@westsenecapolice.org
Code Enforcement	Code Enforcement	Jeffery Schieber	716-558-3242	jschieber@twsny.org
Town Clerks Office	Town Clerk	Kate Newton	716-558-3215	knewton@twsny.org

Rain Out Line	N/A	N/A	716-677-4754	N/A
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TOWN OF WEST SENECA

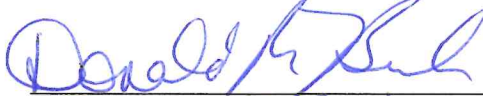
Signature: _____

Printed Name: Hon. Gary Dickson, Supervisor

Date: _____

Town Board Approval Date: _____

(LICENSEE)

Signature:  _____

Printed Name: Donald M. Benker

Date: 1/17/2025



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SADLER & COMPANY, INC. P.O. BOX 5866 COLUMBIA, SOUTH CAROLINA 29250-5866	CONTACT NAME: Sports Dept PHONE (A/C, No. Ext): 800-622-7370 FAX (A/C, No): 803-256-4017 E-MAIL ADDRESS: soda@sadlersports.com	
	PRODUCER CUSTOMER ID#:	
INSURED D/B/A SPORTSPLEX OPERATORS AND DEVELOPERS ASSOCIATION Buffalo Bombers 336 Fawn Trail West Seneca, NY 14224 Club #: C.92922	INSURER(S) AFFORDING COVERAGE	
	INSURER A: State National Insurance Company	NAIC # 12831
	INSURER B: SeriousPoint America Company	38776
	INSURER C: INSURER D:	

COVERAGES CERTIFICATE NUMBER REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSD LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		OVE-0000287-01	04:11AM ET 02/19/2024	12:01AM ET 02/19/2025	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MEDICAL EXPENSES (other than participants) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS- COMP/ OP AGG \$1,000,000 LEGAL LIAB TO PARTICIPANTS \$1,000,000 COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON- OWNED AUTOS			n/a	n/a	n/a	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/> SEXUAL ABUSE / MOLESTATION			n/a	n/a	n/a	EACH OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS- MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION			n/a	n/a	n/a	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
B	PARTICIPANT ACCIDENT			PHSA-BAMH-10089-23-C.92922	04:11AM ET 02/19/2024	12:01AM ET 02/19/2025	EXCESS MEDICAL \$100,000 AD&D \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: COVERED Team(s) - Youth - Accident & General Liability
 Baseball - 2 Team(s) - [Maximum 18 players per team]

Team Names:

- **Baseball Teams:** Buffalo Bombers 16u, Buffalo Bombers 14u

(Accident Package Youth Team: \$100,000 Excess Medical; \$10,000 Accidental Death or Dismemberment; \$250 per claim deductible)
 (General Liability Package Youth Team: \$5,000,000 Each Occurrence; \$1,000,000 Participant Legal Liability Sublimit; \$1,000,000 Neurodegenerative Sublimit; Waiver/ Release Recommended)

The Town of West Seneca is listed as Additional Insured on a Primary and Non Contributory Basis per written contract
 The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.

CERTIFICATE HOLDER RELATIONSHIP: Property Owner/ Lessor Town of West Seneca 1250 Union Road West Seneca, NY 14224	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (company A)
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Sadler Sports: SODA

AUTHORIZED REPRESENTATIVE (company B)



Coverage is only extended to U.S. events and activities

** NOTICE TO TEXAS INSUREDS: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2014/01)

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ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
OVE-0000287-01	02/19/2024	Buffalo Bombers	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED OWNERS AND/ OR LESSORS OF PREMISES, SPONSORS OR CO- PROMOTERS

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART**

A. SECTION II — WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) of the types indicated by an "x" in any boxes shown below, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured. With respect to an additional insured owner and/ or lessor of premises, this insurance does not apply to:
 1. An "occurrence" or offense which takes place while you are not a tenant in possession of the subject premises.
 2. "Bodily injury" or "property damage" arising out of:
 1. Structural alterations, new construction or demolition operations performed by or on behalf of the owner and/ or lessor of premises;
 2. Any design defect or structural maintenance of the premises; or
 3. Any premises defect.

B. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III — LIMITS OF INSURANCE: If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of insurance shown in the declarations.

Schedule of Additional Insureds:

- Owners and/ or Lessors of the premises leased, rented or loaned to you
- Sponsors
- Co- Promoters
- Any individual person(s) or organization(s) listed below
COACHES, OFFICIALS AND VOLUNTEERS
WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES
FOR THE INSURED.

CG- GL- CW-0128 (12/20)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – WHERE REQUIRED UNDER
WRITTEN CONTRACT OR WRITTEN AGREEMENT
(PRIMARY AND NON-CONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS COVERAGE PART**

SECTION II – WHO IS AN INSURED is amended to include any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- a. The coverage and/or limits of this policy; or
- b. The coverage and/or limits required by said contract or agreement.

Coverage afforded to these additional insured parties will be primary to, and non-contributory with, any other insurance available to that person or organization.



TO: Honorable Town Board
FROM: Lauren Masset, Recreation Supervisor
DATE: February 10, 2025
SUBJECT: Recreation Supervisor Masset re Spectrum Health

Requested Action: Kindly authorize the Supervisor to execute the necessary documents to enter into an agreement with the insured Spectrum Health & Human Services for use of Veterans Park for their Not One More Event: Stand Together to End Overdose event. This is a free community event which will include food trucks, music and more! The event date is August 26, 2025.

RESOLUTION:

ATTACHMENTS:

1. Spectrum Health LA

**TOWN OF WEST SENECA RECREATION DEPARTMENT
NON-EXCLUSIVE FACILITIES USAGE PERMIT & LICENSE AGREEMENT**

Group/Season/Year:	Spectrum Health - Not One More: Stand Together to End Overdose Event 8/26/2025
The Licensee: This must match the COI	
Insured Name:	Spectrum Health & Human Services located at 227 Thorn
Located At:	Ave. Orchard Park, NY, 14127
Licensee Representative:	
Name and Title:	Cindy Voelker, President and CEO
Address:	227 Thorn Ave. Orchard Park, NY, 14127
Phone:	716-255-1679
Email:	Cherie Messoro messorec@shswny.org
Agreement Term:	
Agreement Shall Begin On:	August 26, 2025, at 1:00 PM
Agreement Shall End On:	August 26, 2025, at 11:59 PM
Invoice:	<i>This document serves as the invoice</i>
Payment is Due:	N/A
Usage Fee Type (Select 1):	No fee per the Highway Superintendent
Usage Fee Type	Cost
Diamond per hour or part of hour	\$35.00
Soccer Field per hour or part of hour	\$55.00
Grassy Area per hour or part of hour	\$20.00
Road Race	\$500+ (Determined by the Highway Superintendent)
Community Event/Special Event	Fee varies based on size, purpose, and duration
Fee Notes:	
Any use type may be assessed a Buildings & Grounds, Highway, WSPD or other Town of West Seneca overtime or supply fee. This is an additional fee.	
Road Races, Special Events, Tournaments and other large events fees are determined by the West Seneca Town Board and Highway Superintendent. These vary based on the event.	
Cost may be higher or lower than what is listed above, based on size, capacity, lighting, and duration of the event.	
Proof of nonprofit status or fundraising purpose may be required. Town Board approval will be required.	
Fees that are charged per one-hour block and are shorter than one are rounded up to the nearest one-hour block. Example 1.15 hours is rounded and billed as 2 hours.	
Minimum Charge based on requested/scheduled start and end time.	
Usage is not permitted before the scheduled start time or after the scheduled end time.	
Exhibits	

Permitted Use and the Permitted Use Dates	Veterans Park / Lions Bandshell / Grassy Area / Parking Lot on August 26, 2025, for the fifth annual Not One More: Stand Together to End Overdose event. The event will include food trucks, band/music and more!
Certificate of Insurance as outlined in Section 17	Attached

This Non-Exclusive Facilities Usage Permit & License Agreement (the “Agreement”) is made by and between the Town of West Seneca, located at 1250 Union Road, West Seneca, New York (the “Town”), and the insured Licensee as listed above (collectively, the “Parties”), and is effective as of the date executed on behalf of the Town (the “Effective Date”).

1. Subject to the conditions, obligations, and terms of this Agreement, including the Facilities Usage Rules and Regulations, the Town grants the Licensee and the Licensee’s Permitted Users a non-exclusive license (the “License”) to use the facilities specified herein. By signing this Agreement, the Licensee acknowledges that they have reviewed and understood the Facilities Usage Rules and Regulations and agrees to adhere to them. Such use shall be limited to the Permitted Use defined below.

2. Permitted Use

- A. The License is granted for the Permitted Use and the Permitted Use Dates specified above. Any modifications to this Agreement shall be at the sole discretion of the Town and must be made in writing.
- B. The Town of West Seneca reserves the right to cancel any scheduled usage dates for any reason, at any time with no notice.
- C. The Licensee will only engage in Permitted Uses; all other uses are prohibited. The Licensee will engage in Permitted Uses in a manner that will protect and not damage the Facilities and will immediately notify the Town in writing of any prohibited uses by the Licensee or its invitees.
- D. Failure of the Parties to agree upon any changes to, or extension of, the Permitted Use Dates will result in expiration of the Term; if that occurs, the Town will have no liability for damages of any kind whatsoever to the Licensee.

3. Agreement Term

- A. The term of this Agreement shall begin on and conclude on the dates listed above, unless terminated earlier in writing. The Town of West Seneca, in its sole discretion, reserves the right to cancel this agreement at any time for any reason or without cause, reason or notice. Failure to abide by this agreement and work in harmony with the Town of West Seneca could result in the termination of this agreement.
- B. No refunds will be given. All fees will still be owed for future reserved uses.

4. Licensee Representative

- A. The Licensee designates the individual named above (the “Licensee Representative”) as its authorized representative for coordinating the Permitted Use of the Facilities with the Town. The Town shall have the right to rely on all representations and warranties made by the Licensee Representative on behalf of the Licensee. The Licensee Representative information can be found above. The Licensee Representative will be the only point of contact for the Town regarding scheduling and any other questions, comments, concerns, issues, etc. related to this agreement.

5. Payment:

- A. At the discretion of the Town, payment of use, exclusive of any additional cost incurred by the Town, shall be made no less than ten (10) calendar days prior to the Licensee’s use of the Facilities. Within ten

(10) calendar days after such use, the Town will issue an invoice detailing any additional maintenance, lighting, cleaning, and other costs incurred as a result of the usage. This additional invoice must be paid within thirty (30) calendar days of the invoice date, otherwise future facility use may be denied.

- B. Payments should be made to the Town of West Seneca. An additional fee will be charged for each credit card transaction, which will be added to your “amount due” at the time of payment. Payments can be made in person at the West Seneca Youth & Recreation office located at 1300 Union Road, West Seneca, NY 14224, or mailed to West Seneca Youth & Recreation, 1250 Union Road, West Seneca, NY 14224. Do not send cash through the mail.
- C. In the event of a weather-related cancellation or other unforeseen circumstances, the Town reserves the right to close facilities. During such closure, the Licensee is prohibited from using the facilities. The Licensee will not be charged for the cancelled date by the Town. No dates are guaranteed to be able to be re-scheduled and the Town shall not be responsible for any costs and/or damages as a result of such cancellation.

6. Additional Licensee Obligations and Understandings

- A. The Town of West Seneca will not provide any sound systems, announcement systems, or other equipment. The Licensee is responsible for supplying all necessary equipment.
- B. Any placement of storage containers, bins, sheds, trailers, etc., must be approved by the Highway Superintendent at least two weeks prior to placement on Town property. These items must display signs stating, “No Climbing” and any other directives from the Highway Superintendent. The Town of West Seneca is not responsible for any damage or theft of these items.
- C. The Town of West Seneca will not be responsible for or reimburse the Licensee for any lost, stolen, damaged, or vandalized items or any items left on Town property after the end of such use.
- D. The Licensee must clean the facility after use. Failure to do so may result in cleanup fees billed after the event, based on the Town’s actual cleanup costs, which cannot be predetermined. The Licensee is responsible for keeping the vicinity free and clear of debris and garbage.
- E. The Licensee agrees to follow all local laws, and any rules posted at the facility or park they are using.
- F. Parking spots cannot be reserved for any Town facility.
- G. The opening and closing dates for Town Facilities vary by season and is TBD. The dates this agreement is valid for may fall before or after the opening and closing dates for the season. The Town will notify users of opening and closing dates. Facilities cannot be used before they are open or after they are closed for the season, regardless of the dates of this agreement. The Licensee understands that regardless of the dates of this agreement, the Town of West Seneca facility requested may not be open for the season, could close for the season and/or may not be available.
- H. The Licensee will cooperate and will cause the Licensee’s Representative and its invitees to always cooperate with Town personnel.

7. Grassy Area, Soccer Fields & Diamond Rental

A. Rainout Procedures:

Licensees must call the Rainout Line at 716-677-4754 each weekday after 4:00 PM to confirm that the diamond is open and not closed due to weather conditions. Please note that diamonds will not be prepared on weekends or holidays, and the rainout line is not updated during those times. Weather and conditions are unpredictable and could change after the rainout line is updated for the day.

B. Reservation Policy:

Licensees cannot reserve time slots for Baseball Diamonds, Soccer Fields or Grassy Areas until after April 10 each year. This policy allows West Seneca Youth Sports, West Seneca Central School District, and West Seneca Youth & Recreation to book their necessary time slots. Licensees understand that no usage is guaranteed regardless of when this agreement was filed. Time slots are allocated on a first-

come, first-served basis, and it's possible that no timeslots may be available. If April 10 falls on a weekend or holiday, the date will move to the next business day.

C. Requesting Rental:

To request a rental, the Licensee must email the desired date(s), time(s), and, if applicable, the size of the diamond or field. If any diamond or field is available, we will add the game to the schedule and notify the Licensee. If no availability exists, we will inform the Licensee so they can submit a new request. Please be aware that Recreation must submit the weekly schedule to B&G several days in advance for the upcoming week. Therefore, all usage requests and cancellations must be submitted in writing by Wednesday at 3:00 PM of the week before. Requests made after this deadline will not be accepted for the following week, which runs Monday through Sunday. All requests and cancellations should be emailed to the Recreation Department, if there is a different designated scheduler the licensee will be notified after this agreement is approved.

D. Requesting a Cancellation:

To avoid a charge for cancellation, notice must be received no later than Wednesday at 3:00 PM of the week before the usage. Fees will not be refunded or adjusted should the Licensee fail to use the date they reserved and/or if the Licensee cancels due to weather-related or other issues. The Town of West Seneca reserves the right to deny a refund of fees at any time for any reason. All requests and cancellations should be emailed to the Recreation Department. If there is a different time available, the licensee will be notified.

E. Diamond Rental Fees:

Fees apply for weekday diamond use (prepared) and weekend diamond use (unprepared). Diamonds will not be prepared on weekends, holidays, or observed union holiday dates, but Licensees may request preparation for an additional fee. To request preparation, the Licensee must contact the Highway Superintendent at least two weeks before the scheduled use. If approved, the Licensee will be informed of the preparation cost and payment due date, if different from above.

F. Diamond Lights

For diamonds with lights, it is at the discretion of the buildings and grounds department if and when the lights will be turned on and off.

G. Grassy Area Fees

The Licensee acknowledges that if they are permitted to use a grassy field, the area will not include any equipment, nets, or other items and will not be lined. The field may have lines and equipment for other events, activities, and sports. The Licensee is not permitted to make any changes or adjustments to the area, nor should they place, keep, or store any items on Town property. If the Licensee wishes to have the area lined or marked, or if they need to place or store equipment, they must contact the Highway Superintendent at least thirty (30) calendar days prior to their first usage. Approval of such requests are not guaranteed and are at the sole discretion of the Highway Superintendent, who may impose additional fees and/or requirements.

H. West Seneca Soccer Complex:

- a. The Town of West Seneca will not provide corner flags, and all other equipment and items are not required to be supplied by the Town.
- b. Grills are not permitted at the West Seneca Soccer Complex.
- c. All persons will stay off the berm at the West Seneca Soccer Complex.

8. Races, Tournaments, Community Events, and Special Events

A. Documentation Requirements:

The Licensee must attach a race map and schedule to this agreement. Additionally, the Licensee must contact the Highway Superintendent and the Police Chief to discuss the event as part of the permit process. This communication must occur at least thirty (30) calendar days prior to the event.

B. Notification Responsibilities:

The Licensee is responsible for informing all businesses and homeowners along the race route, as well as any individuals affected by road closures. This includes properties directly on the race route and those on side streets that may be impacted. Notifications must be made at least 72 hours before the race start time. Failure to adequately inform all parties may result in the inability to host future events. It is recommended that affected parties receive a flyer detailing the event date, start and end times, and other pertinent information.

C. Specific Requirements for Races:

The Licensee must provide a detailed schedule, a list of streets that will be closed or blocked, and a race map with the list clearly indicated.

D. Requirements for Tournaments and Other Events

A complete schedule must be submitted to both the Recreation Department and the Highway Superintendent no later than fifteen (15) calendar days before the event.

E. Code Enforcement Application

The Licensee must contact the Code Enforcement Office and file an "Application for Special Events" and any other required documents in addition to this document. This must be done at least thirty (30) calendar days prior to the event date.

9. Food

A. The sale or provision of food at the West Seneca Ice Rink, Community Center, Library, West Seneca Soccer Park, and Sunshine Park is strictly prohibited. The Town of West Seneca has an exclusive agreement with a vendor for food sales in these locations. In any other areas of town, the sale or provision of food must be discussed with the Town Board before this agreement is approved. It is the Licensee's responsibility to initiate this conversation during the initial stages of the agreement process.

B. If food is permitted to be sold, the Licensee must contact the Code Enforcement Office to file an "Application for Special Events" and any other required documents in addition to this agreement. This must be completed at least thirty (30) calendar days prior to the event date.

C. Outside grills are not permitted in Town Parks unless approved by the Highway Superintendent. It is the Licensees responsibility to obtain approval if an outside grill is being requested to be used.

10. Gaming

A. If raffle tickets, auctions, or similar items are being sold, the Licensee must contact the Town Clerk's Office to complete any required documentation in addition to this agreement. This must be done at least thirty (30) calendar days prior to the event date.

11. Public Health Emergency

A. The Parties acknowledge that during any public health emergency, the Licensee, including its vendors, employees, members and/or invitees, must take precautions to help protect against the spread of any disease, pathogen, or virus including, but not limited to, COVID-19. The Licensee will ensure that the organization adheres to all guidelines and rules made by the Centers for Disease Control and Prevention (CDC), New York State Department of Health, Erie County Department of Health, and Town of West Seneca, if applicable, and any changes to those guidelines and rules. It will be the responsibility of the Licensee to be abreast of any changes to aforementioned guidelines and rules.

- B. The Licensee, on behalf of its owners/operators/employees/players/spectators, acknowledge the contagious nature of COVID-19 and other similar pathogens, viruses and diseases, and further acknowledge that such exposure or infection may result in bodily injury, illness, permanent disability, or death. The Club hereby forever releases and waives any right to bring suit against the Town, and its officers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of any virus, pathogen and/or communicable disease, including but not limited to COVID-19 related to utilizing the Town's Facility. The Club understands that this waiver means they give up their right to bring any claims including for bodily injuries, death, disease or property losses, or any other loss, including, but not limited to, claims of negligence, tort, prima facie tort, gross negligence, breach of contract, products liability, and give up any claim seeking damages, whether known or unknown, foreseen or unforeseen.

16. Facility Alterations

- A. Neither the Licensee nor its invitees will make any alterations, improvements, or changes of any kind to any of the Facilities or other Town property. If any alterations take place, the Licensee will immediately notify the Town in writing of such prohibited alterations. If any damage is sustained to the Facilities during the Licensee's use, then the Licensee shall pay the Town for such damages.

17. Certificate of Insurance

- A. Licensee agrees to defend, indemnify and hold harmless the Town from any and all liability, damages, expenses, causes of action, suits, judgments and claims of any nature arising out of or in any manner connected with injury to persons or property which results from the Town's use and access of the Facilities, only to the extent that such liability, damages, expenses, causes of action, suits, judgments and claims do not arise out of the Town's sole negligence. The Licensee will maintain, or cause to be maintained, in full force and effect, at the Licensee's expense, one or more policies of general comprehensive liability insurance (the "Licensee's Liability Insurance") with combined single limit coverage of at least one million dollars (\$1,000,000.00) per occurrence, and at least two million dollars (\$2,000,000.00) in the aggregate, with one million dollars (\$1,000,000) umbrella coverage, naming the Town as an additional insured on a primary and noncontributory basis. If the Certificates of Insurance, demonstrating insurance coverage required by this Section, are not received by the Town at least ten (10) days prior to the Permitted Use Dates, then the Town in its sole discretion may terminate this Agreement and/or prohibit the Licensee use of the Facilities. Certificates of Insurance upon their approval by the Town shall become part of this Agreement and shall be attached hereto as EXHIBIT C. Failure to provide a Certificate ten (10) calendar days prior to use may result in termination of this Agreement. The Town of West Seneca Insurance Company (Kathleen A. Rapasadi <KRapasadi@tompkinsfinancial.com>) will review the COI's submitted, based on review, the Town of West Seneca reserves the right to deny the COI, request changes to the COI/policy and/or change the limits or requirements at any time. The Town of West Seneca will not begin the agreement process with any person or group until after the COI has been approved by the Insurance Company.

- B. Here's a checklist:

- Under the General Liability section
 - \$1,000,000 or more "Each Occurrence"
 - \$2,000,000 or more "General Aggerate"
- The additional insured box marked.
 - A retention limit of \$75,000 or less, which would be marked under the General Liability under Claims Made or Occur this section should list the Retention with the amount.

- Under the Umbrella Section
 - \$1,000,000 or more in coverage.
- Under Description
 - Wording that the Certificate Holder is an additional insured for all purposes, coverage, and claims. The Certificate Holder is an additional insured on a primary and noncontributory basis.
- Certificate Holder
 - “Town of West Seneca, 1250 Union Road, West Seneca, NY, 14224”

18. Political/Charitable/Organizations Signs and Events

It is further understood and agreed that no political signs, electioneering, supply of flyers/documents/papers or other information of a political nature shall be permitted by any candidate, political party, and/or political action committee either in support of or against any political candidate or party on any property owned by the Town of West Seneca other than on any local, state or national election day in conformance with any Election Law and/or regulation. Failure to adhere to this prohibition will result in the removal of any such signage and/or document and the immediate removal of such individual, organization, or group from Town property and the future denial of the right to use Town property in the future. Nothing herein shall prevent any individual, political party, or organization from sponsoring any charitable event for a recognized charitable organization on Town property provided that the charitable organization is a participant in the event and the full proceeds, if any, from the event are promptly paid to the charitable organization with proof of such delivery provided to the Town and acknowledged by the charitable organization. In the event that there are no charges to the general public for any registration, participation, admission, food, drink, or any other aspect of the event, the same shall not be applicable. A charitable organization shall be one authorized to act as a charity pursuant to the laws of the State of New York or as a charitable organization pursuant to the laws of the United States. Evidence of such authorization in a form acceptable to the Town shall be provided to the Town at least two weeks prior to any approval by the Town. All accounts showing amounts provided to the charitable organization shall be submitted within fifteen (15) calendar days of the conclusion of the event. In no event shall the amount paid to the charitable organization be less than fifty percent of the gross total amount. The licensee must pick up any and all lawn signs they put out by the end of the day after the event.

19. Automated External Defibrillator (AED)

If required by law, Licensee shall provide for an AED device to be present during all uses set forth herein and shall certify that they have an AED implementation plan on file and individuals trained in the use and operation of the AED and that same shall be supplied to the Town, upon request. In the event that the provisions of the Public Health Law governing the use of an AED are not applicable to Licensee, the Licensee shall provide a statement to the Town to that effect upon execution of this agreement.

20. Smoking & Alcohol:

- A. No alcoholic beverages or rowdiness will be allowed on the premises or in the immediate vicinity of any Town facilities or property.
- B. There is no smoking of any kind permitted at any town facility.

21. Indemnification

The Licensee further agrees to defend, indemnify and hold harmless the Town of West Seneca from any claim, demand, suit, loss, cost of experience, or any damage which may be asserted, claimed or recovered against or from the Town by reason of any damage to property, personal injury or bodily injury, including

death or in connection with exposure/infection/spread of COVID-19 or any other health related disease, sustained by any person whomsoever and which damage, injury, or death, arises out of or is incident to or in any way connected with the performance of this Agreement, and regardless of which claim, demand, damage, loss, cost of expense if caused in whole or in part by the negligence of the Town of West Seneca, or by third parties, or by the agents, servants, employees or factors of any of them.

22. Failure of the Parties to agree upon any changes to, or extension of, this Agreement, same will result in expiration of the Term; if that occurs, the Town will have no liability for damages of any kind whatsoever to the Licensee. The Town, in its sole discretion, may terminate this Agreement upon thirty (30) days' written notice for any reason whatsoever, including but not limited to, any violation of the Facilities Usage Rules and Regulations.
23. The Licensee will cooperate and will cause the Licensee's representatives and its invitees to always cooperate with Town personnel. The Licensee, its representative, and invitees shall not interfere with the work of Town employees and shall, in no way whatsoever, attempt to control or direct the work of any Town employee. All questions should be directed to Steve Hanavan, or his designee. The Licensee, its invitees and third parties shall obey all Federal, State, and local laws as well as all rules and regulations of the Town with respect to the use of the Facilities. The Licensee, its invitees, and third parties shall obey all directives of any law enforcement agency with respect to the use and operation of the Facilities.
24. The Licensee shall not assign any rights or responsibilities set forth in this agreement to any other party without the express, prior written consent of the Town.
25. This Agreement may be executed on behalf of the Town by the Town Supervisor or any authorized Recreation Personnel, as designated by the Town Board. The Licensee acknowledges that the signatory for the Club has the authority to execute this Agreement and bind the Club with respect to the terms and conditions contained herein.
26. In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder shall remain in force as if such provision were not a part. This Agreement sets forth the entire understanding between the Parties and may be amended solely upon the written mutual agreement of the Parties.

27. Town of West Seneca Contact Information

A. If there is more than one contact for each department you should contact all of the listed contacts unless otherwise noted in the section of the agreement for the step you are completing.

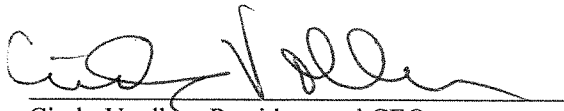
B.

Department	Title	Name	Phone	Email
Recreation	Recreation Supervisor	Lauren J. Masset	716-674-6086	lmasset@twсны.org
Highway	Highway Superintendent	Brian Adams	716-674-4850	badams@twсны.org
West Seneca Police	Police Chief	Brian Cosgrove	716-674-2943	cosgrovb@westsenecapolice.org
Code Enforcement	Code Enforcement	Jeffery Schieber	716-558-3242	jschieber@twсны.org

Town Clerks Office	Town Clerk	Kate Newton	716-558-3215	knewton@twsny.org
Rain Out Line	N/A	N/A	716-677-4754	N/A

TOWN OF WEST SENECA

Signature: _____
Printed Name: Hon. Gary Dickson, Supervisor
Date: _____
Town Board Approval Date: _____

(LICENSEE)
Signature: 
Printed Name: Cindy Voelker, President and CEO
Date: 11/17/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Franz-Manno Service Corp. 501 John James Audubon Ste.102 Amherst, NY 14228	716-631-2404	CONTACT NAME: PHONE (A/C, Mo, Ext): 716-631-2404 FAX (A/C, No): 716-631-2409 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE:	NAIC # 23850
INSURED Spectrum Health and Human Services 227 Thorn Ave. Orchard Park, NY 14127	INSURER A: Philadelphia Ins. Companies	INSURER B:	INSURER C:
	INSURER D:	INSURER E:	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR. TYPE	TYPE OF INSURANCE	ADDITIONAL SUBS. (INSUR. MOD.)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR CENL AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PER. <input type="checkbox"/> JETZ <input type="checkbox"/> LOC OTHER:	X	PHPK2641059-023	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/CP AGG \$ 3,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> AUTOV ONLY		PHPK2641059-023	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		PHUB895805-023	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/STAFF (Mandatory in NH) If your description differs, REDEFINITION OF OPERATIONS below					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER \$ / EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Town of West Seneca is listed as Additional Insured on a Primary and Non Contributory Basis, endorsement included

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)



ATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 01/01/2025

Name of Person or Organization (Additional Insured):

Town of West Seneca
1250 Union Rd, West Seneca, NY 14224

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL EVENTS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. This insurance applies to "bodily injury", "property damage", and "personal and advertising injury" arising out of all of your special events with the following exceptions unless scheduled in paragraph **C. SCHEDULE OF SPECIAL EVENTS** below:

- Parades sponsored by the Insured
- Shooting activities
- Fireworks used for entertainment displays
- Carnivals and fairs with mechanical rides sponsored by the Insured
- Rock, Heavy Metal, Techno, Hip-Hop or Rap concerts
- Events including contact sports
- Rodeos sponsored by the Insured
- Political Rallies
- Any event with greater than 2,500 people at any one time (including otherwise acceptable events)
- Any event with liquor provided by the Insured if a license is required for such activity.

B. Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) related to your special events, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

C. SCHEDULE OF SPECIAL EVENTS:

Event(s)	Date(s)



TO: Honorable Town Board
FROM: Lauren Masset, Recreation Supervisor
DATE: February 10, 2025
SUBJECT: Recreation Supervisor Masset re West Seneca Fire District #4

Requested Action: Kindly authorize the Supervisor to execute the necessary documents to enter into an agreement with the insured West Seneca Fire District #4 for use of Town of West Seneca ball diamonds.

RESOLUTION:

ATTACHMENTS:

1. WS Fire District #4

**TOWN OF WEST SENECA RECREATION DEPARTMENT
NON-EXCLUSIVE FACILITIES USAGE PERMIT & LICENSE AGREEMENT**

Group/Season/Year:	East Seneca 2025
The Licensee: This must match the COI	
Insured Name:	West Seneca Fire District #4
Located At:	100 Lein Road, West Seneca, NY, 14224
Licensee Representative:	
Name and Title:	Norman P. Locher, Chief
Address:	100 Lein Road, West Seneca, NY, 14224
Phone:	716-392-9818
Email:	nlocher@wsfd4.com
Agreement Term:	
Agreement Shall Begin On:	April 1, 2025
Agreement Shall End On:	October 1, 2025
Invoice:	<i>This document serves as the invoice</i>
Payment is Due:	No Fee
Usage Fee Type (Select 1):	
Usage Fee Type	Cost
Diamond per hour or part of hour	\$35.00
Soccer Field per hour or part of hour	\$55.00
Grassy Area per hour or part of hour	\$20.00
Road Race	\$500+ (Determined by the Highway Superintendent)
Community Event/Special Event	Fee varies based on size, purpose, and duration
Fee Notes:	
Any use type may be assessed a Buildings & Grounds, Highway, WSPD or other Town of West Seneca overtime or supply fee. This is an additional fee.	
Road Races, Special Events, Tournaments and other large events fees are determined by the West Seneca Town Board and Highway Superintendent. These vary based on the event.	
Cost may be higher or lower than what is listed above, based on size, capacity, lighting, and duration of the event.	
Proof of nonprofit status or fundraising purpose may be required. Town Board approval will be required.	
Fees that are charged per one-hour block and are shorter than one are rounded up to the nearest one-hour block. Example 1.15 hours is rounded and billed as 2 hours.	
Minimum Charge based on requested/scheduled start and end time.	
Usage is not permitted before the scheduled start time or after the scheduled end time.	

Exhibits	
Permitted Use and the Permitted Use Dates	Permitted Use: Town of West Seneca Baseball/Softball Diamonds. Permitted Use Dates: To be determined between East Seneca and West Seneca Youth & Recreation
Certificate of Insurance as outlined in Section 17	On File w/ Recreation Office

This Non-Exclusive Facilities Usage Permit & License Agreement (the “Agreement”) is made by and between the Town of West Seneca, located at 1250 Union Road, West Seneca, New York (the “Town”), and the insured Licensee as listed above (collectively, the “Parties”), and is effective as of the date executed on behalf of the Town (the “Effective Date”).

1. Subject to the conditions, obligations, and terms of this Agreement, including the Facilities Usage Rules and Regulations, the Town grants the Licensee and the Licensee’s Permitted Users a non-exclusive license (the “License”) to use the facilities specified herein. By signing this Agreement, the Licensee acknowledges that they have reviewed and understood the Facilities Usage Rules and Regulations and agrees to adhere to them. Such use shall be limited to the Permitted Use defined below.

2. Permitted Use

- A. The License is granted for the Permitted Use and the Permitted Use Dates specified above. Any modifications to this Agreement shall be at the sole discretion of the Town and must be made in writing.
- B. The Town of West Seneca reserves the right to cancel any scheduled usage dates for any reason, at any time with no notice.
- C. The Licensee will only engage in Permitted Uses; all other uses are prohibited. The Licensee will engage in Permitted Uses in a manner that will protect and not damage the Facilities and will immediately notify the Town in writing of any prohibited uses by the Licensee or its invitees.
- D. Failure of the Parties to agree upon any changes to, or extension of, the Permitted Use Dates will result in expiration of the Term; if that occurs, the Town will have no liability for damages of any kind whatsoever to the Licensee.

3. Agreement Term

- A. The term of this Agreement shall begin on and conclude on the dates listed above, unless terminated earlier in writing. The Town of West Seneca, in its sole discretion, reserves the right to cancel this agreement at any time for any reason or without cause, reason or notice. Failure to abide by this agreement and work in harmony with the Town of West Seneca could result in the termination of this agreement.
- B. No refunds will be given. All fees will still be owed for future reserved uses.

4. Licensee Representative

- A. The Licensee designates the individual named above (the “Licensee Representative”) as its authorized representative for coordinating the Permitted Use of the Facilities with the Town. The Town shall have the right to rely on all representations and warranties made by the Licensee Representative on behalf of the Licensee. The Licensee Representative information can be found above. The Licensee Representative will be the only point of contact for the Town regarding scheduling and any other questions, comments, concerns, issues, etc. related to this agreement.

5. Payment:

- A. At the discretion of the Town, payment of use, exclusive of any additional cost incurred by the Town, shall be made no less than ten (10) calendar days prior to the Licensee's use of the Facilities. Within ten (10) calendar days after such use, the Town will issue an invoice detailing any additional maintenance, lighting, cleaning, and other costs incurred as a result of the usage. This additional invoice must be paid within thirty (30) calendar days of the invoice date, otherwise future facility use may be denied.
- B. Payments should be made to the Town of West Seneca. An additional fee will be charged for each credit card transaction, which will be added to your "amount due" at the time of payment. Payments can be made in person at the West Seneca Youth & Recreation office located at 1300 Union Road, West Seneca, NY 14224, or mailed to West Seneca Youth & Recreation, 1250 Union Road, West Seneca, NY 14224. Do not send cash through the mail.
- C. In the event of a weather-related cancellation or other unforeseen circumstances, the Town reserves the right to close facilities. During such closure, the Licensee is prohibited from using the facilities. The Licensee will not be charged for the cancelled date by the Town. No dates are guaranteed to be able to be re-scheduled and the Town shall not be responsible for any costs and/or damages as a result of such cancellation.

6. Additional Licensee Obligations and Understandings

- A. The Town of West Seneca will not provide any sound systems, announcement systems, or other equipment. The Licensee is responsible for supplying all necessary equipment.
- B. Any placement of storage containers, bins, sheds, trailers, etc., must be approved by the Highway Superintendent at least two weeks prior to placement on Town property. These items must display signs stating, "No Climbing" and any other directives from the Highway Superintendent. The Town of West Seneca is not responsible for any damage or theft of these items.
- C. The Town of West Seneca will not be responsible for or reimburse the Licensee for any lost, stolen, damaged, or vandalized items or any items left on Town property after the end of such use.
- D. The Licensee must clean the facility after use. Failure to do so may result in cleanup fees billed after the event, based on the Town's actual cleanup costs, which cannot be predetermined. The Licensee is responsible for keeping the vicinity free and clear of debris and garbage.
- E. The Licensee agrees to follow all local laws, and any rules posted at the facility or park they are using.
- F. Parking spots cannot be reserved for any Town facility.
- G. The opening and closing dates for Town Facilities vary by season and is TBD. The dates this agreement is valid for may fall before or after the opening and closing dates for the season. The Town will notify users of opening and closing dates. Facilities cannot be used before they are open or after they are closed for the season, regardless of the dates of this agreement. The Licensee understands that regardless of the dates of this agreement, the Town of West Seneca facility requested may not be open for the season, could close for the season and/or may not be available.
- H. The Licensee will cooperate and will cause the Licensee's Representative and its invitees to always cooperate with Town personnel.

7. Grassy Area, Soccer Fields & Diamond Rental

A. Rainout Procedures:

Licensees must call the Rainout Line at 716-677-4754 each weekday after 4:00 PM to confirm that the diamond is open and not closed due to weather conditions. Please note that diamonds will not be prepared on weekends or holidays, and the rainout line is not updated during those times. Weather and conditions are unpredictable and could change after the rainout line is updated for the day.

B. Reservation Policy:

Licensees cannot reserve time slots for Baseball Diamonds, Soccer Fields or Grassy Areas until after

April 10 each year. This policy allows West Seneca Youth Sports, West Seneca Central School District, and West Seneca Youth & Recreation to book their necessary time slots. Licensees understand that no usage is guaranteed regardless of when this agreement was filed. Time slots are allocated on a first-come, first-served basis, and it's possible that no timeslots may be available. If April 10 falls on a weekend or holiday, the date will move to the next business day.

C. Requesting Rental:

To request a rental, the Licensee must email the desired date(s), time(s), and, if applicable, the size of the diamond or field. If any diamond or field is available, we will add the game to the schedule and notify the Licensee. If no availability exists, we will inform the Licensee so they can submit a new request. Please be aware that Recreation must submit the weekly schedule to B&G several days in advance for the upcoming week. Therefore, all usage requests and cancellations must be submitted in writing by Wednesday at 3:00 PM of the week before. Requests made after this deadline will not be accepted for the following week, which runs Monday through Sunday. All requests and cancellations should be emailed to the Recreation Department, if there is a different designated scheduler the licensee will be notified after this agreement is approved.

D. Requesting a Cancellation:

To avoid a charge for cancellation, notice must be received no later than Wednesday at 3:00 PM of the week before the usage. Fees will not be refunded or adjusted should the Licensee fail to use the date they reserved and/or if the Licensee cancels due to weather-related or other issues. The Town of West Seneca reserves the right to deny a refund of fees at any time for any reason. All requests and cancellations should be emailed to the Recreation Department. If there is a different time available, the licensee will be notified.

E. Diamond Rental Fees:

Fees apply for weekday diamond use (prepared) and weekend diamond use (unprepared). Diamonds will not be prepared on weekends, holidays, or observed union holiday dates, but Licensees may request preparation for an additional fee. To request preparation, the Licensee must contact the Highway Superintendent at least two weeks before the scheduled use. If approved, the Licensee will be informed of the preparation cost and payment due date, if different from above.

F. Diamond Lights

For diamonds with lights, it is at the discretion of the buildings and grounds department if and when the lights will be turned on and off.

G. Grassy Area Fees

The Licensee acknowledges that if they are permitted to use a grassy field, the area will not include any equipment, nets, or other items and will not be lined. The field may have lines and equipment for other events, activities, and sports. The Licensee is not permitted to make any changes or adjustments to the area, nor should they place, keep, or store any items on Town property. If the Licensee wishes to have the area lined or marked, or if they need to place or store equipment, they must contact the Highway Superintendent at least thirty (30) calendar days prior to their first usage. Approval of such requests are not guaranteed and are at the sole discretion of the Highway Superintendent, who may impose additional fees and/or requirements.

H. West Seneca Soccer Complex:

- a. The Town of West Seneca will not provide corner flags, and all other equipment and items are not required to be supplied by the Town.
- b. Grills are not permitted at the West Seneca Soccer Complex.
- c. All persons will stay off the berm at the West Seneca Soccer Complex.

8. Races, Tournaments, Community Events, and Special Events

A. Documentation Requirements:

The Licensee must attach a race map and schedule to this agreement. Additionally, the Licensee must contact the Highway Superintendent and the Police Chief to discuss the event as part of the permit process. This communication must occur at least thirty (30) calendar days prior to the event.

B. Notification Responsibilities:

The Licensee is responsible for informing all businesses and homeowners along the race route, as well as any individuals affected by road closures. This includes properties directly on the race route and those on side streets that may be impacted. Notifications must be made at least 72 hours before the race start time. Failure to adequately inform all parties may result in the inability to host future events. It is recommended that affected parties receive a flyer detailing the event date, start and end times, and other pertinent information.

C. Specific Requirements for Races:

The Licensee must provide a detailed schedule, a list of streets that will be closed or blocked, and a race map with the list clearly indicated.

D. Requirements for Tournaments and Other Events

A complete schedule must be submitted to both the Recreation Department and the Highway Superintendent no later than fifteen (15) calendar days before the event.

E. Code Enforcement Application

The Licensee must contact the Code Enforcement Office and file an "Application for Special Events" and any other required documents in addition to this document. This must be done at least thirty (30) calendar days prior to the event date.

9. Food

- A. The sale or provision of food at the West Seneca Ice Rink, Community Center, Library, West Seneca Soccer Park, and Sunshine Park is strictly prohibited. The Town of West Seneca has an exclusive agreement with a vendor for food sales in these locations. In any other areas of town, the sale or provision of food must be discussed with the Town Board before this agreement is approved. It is the Licensee's responsibility to initiate this conversation during the initial stages of the agreement process.
- B. If food is permitted to be sold, the Licensee must contact the Code Enforcement Office to file an "Application for Special Events" and any other required documents in addition to this agreement. This must be completed at least thirty (30) calendar days prior to the event date.
- C. Outside grills are not permitted in Town Parks unless approved by the Highway Superintendent. It is the Licensees responsibility to obtain approval if an outside grill is being requested to be used.

10. Gaming

- A. If raffle tickets, auctions, or similar items are being sold, the Licensee must contact the Town Clerk's Office to complete any required documentation in addition to this agreement. This must be done at least thirty (30) calendar days prior to the event date.

11. Public Health Emergency

- A. The Parties acknowledge that during any public health emergency, the Licensee, including its vendors, employees, members and/or invitees, must take precautions to help protect against the spread of any disease, pathogen, or virus including, but not limited to, COVID-19. The Licensee will ensure that the organization adheres to all guidelines and rules made by the Centers for Disease Control and Prevention (CDC), New York State Department of Health, Erie County Department of Health, and Town of West Seneca, if applicable, and any changes to those guidelines and rules. It will be the responsibility of the Licensee to be abreast of any changes to aforementioned guidelines and rules.
- B. The Licensee, on behalf of its owners/operators/employees/players/spectators, acknowledge the contagious nature of COVID-19 and other similar pathogens, viruses and diseases, and further acknowledge that such exposure or infection may result in bodily injury, illness, permanent disability, or death. The Club hereby forever releases and waives any right to bring suit against the Town, and its officers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of any virus, pathogen and/or communicable disease, including but not limited to COVID-19 related to utilizing the Town's Facility. The Club understands that this waiver means they give up their right to bring any claims including for bodily injuries, death, disease or property losses, or any other loss, including, but not limited to, claims of negligence, tort, prima facie tort, gross negligence, breach of contract, products liability, and give up any claim seeking damages, whether known or unknown, foreseen or unforeseen.

16. Facility Alterations

- A. Neither the Licensee nor its invitees will make any alterations, improvements, or changes of any kind to any of the Facilities or other Town property. If any alterations take place, the Licensee will immediately notify the Town in writing of such prohibited alterations. If any damage is sustained to the Facilities during the Licensee's use, then the Licensee shall pay the Town for such damages.

17. Certificate of Insurance

- A. Licensee agrees to defend, indemnify and hold harmless the Town from any and all liability, damages, expenses, causes of action, suits, judgments and claims of any nature arising out of or in any manner connected with injury to persons or property which results from the Town's use and access of the Facilities, only to the extent that such liability, damages, expenses, causes of action, suits, judgments and claims do not arise out of the Town's sole negligence. The Licensee will maintain, or cause to be maintained, in full force and effect, at the Licensee's expense, one or more policies of general comprehensive liability insurance (the "Licensee's Liability Insurance") with combined single limit coverage of at least one million dollars (\$1,000,000.00) per occurrence, and at least two million dollars (\$2,000,000.00) in the aggregate, with one million dollars (\$1,000,000) umbrella coverage, naming the Town as an additional insured on a primary and noncontributory basis. If the Certificates of Insurance, demonstrating insurance coverage required by this Section, are not received by the Town at least ten (10) days prior to the Permitted Use Dates, then the Town in its sole discretion may terminate this Agreement and/or prohibit the Licensee use of the Facilities. Certificates of Insurance upon their approval by the Town shall become part of this Agreement and shall be attached hereto as EXHIBIT C. Failure to provide a Certificate ten (10) calendar days prior to use may result in termination of this Agreement. The Town of West Seneca Insurance Company (Kathleen A. Rapasadi <KRapasadi@tompkinsfinancial.com>) will review the COI's submitted, based on review, the Town of West Seneca reserves the right to deny the COI, request changes to the COI/policy and/or change the

limits or requirements at any time. The Town of West Seneca will not begin the agreement process with any person or group until after the COI has been approved by the Insurance Company.

B. Here's a checklist:

- Under the General Liability section
 - \$1,000,000 or more “Each Occurrence”
 - \$2,000,000 or more “General Aggregate”
- The additional insured box marked.
 - A retention limit of \$75,000 or less, which would be marked under the General Liability under Claims Made or Occur this section should list the Retention with the amount.
- Under the Umbrella Section
 - \$1,000,000 or more in coverage.
- Under Description
 - Wording that the Certificate Holder is an additional insured for all purposes, coverage, and claims. The Certificate Holder is an additional insured on a primary and noncontributory basis.
- Certificate Holder
 - “Town of West Seneca, 1250 Union Road, West Seneca, NY, 14224”

18. Political/Charitable/Organizations Signs and Events

It is further understood and agreed that no political signs, electioneering, supply of flyers/documents/papers or other information of a political nature shall be permitted by any candidate, political party, and/or political action committee either in support of or against any political candidate or party on any property owned by the Town of West Seneca other than on any local, state or national election day in conformance with any Election Law and/or regulation. Failure to adhere to this prohibition will result in the removal of any such signage and/or document and the immediate removal of such individual, organization, or group from Town property and the future denial of the right to use Town property in the future. Nothing herein shall prevent any individual, political party, or organization from sponsoring any charitable event for a recognized charitable organization on Town property provided that the charitable organization is a participant in the event and the full proceeds, if any, from the event are promptly paid to the charitable organization with proof of such delivery provided to the Town and acknowledged by the charitable organization. In the event that there are no charges to the general public for any registration, participation, admission, food, drink, or any other aspect of the event, the same shall not be applicable. A charitable organization shall be one authorized to act as a charity pursuant to the laws of the State of New York or as a charitable organization pursuant to the laws of the United States. Evidence of such authorization in a form acceptable to the Town shall be provided to the Town at least two weeks prior to any approval by the Town. All accounts showing amounts provided to the charitable organization shall be submitted within fifteen (15) calendar days of the conclusion of the event. In no event shall the amount paid to the charitable organization be less than fifty percent of the gross total amount. The licensee must pick up any and all lawn signs they put out by the end of the day after the event.

19. Automated External Defibrillator (AED)

If required by law, Licensee shall provide for an AED device to be present during all uses set forth herein and shall certify that they have an AED implementation plan on file and individuals trained in the use and operation of the AED and that same shall be supplied to the Town, upon request. In the event that the provisions of the Public Health Law governing the use of an AED are not applicable to Licensee, the Licensee shall provide a statement to the Town to that effect upon execution of this agreement.

20. Smoking & Alcohol:

- A. No alcoholic beverages or rowdiness will be allowed on the premises or in the immediate vicinity of any Town facilities or property.
- B. There is no smoking of any kind permitted at any town facility.

21. Indemnification

The Licensee further agrees to defend, indemnify and hold harmless the Town of West Seneca from any claim, demand, suit, loss, cost of experience, or any damage which may be asserted, claimed or recovered against or from the Town by reason of any damage to property, personal injury or bodily injury, including death or in connection with exposure/infection/spread of COVID-19 or any other health related disease, sustained by any person whomsoever and which damage, injury, or death, arises out of or is incident to or in any way connected with the performance of this Agreement, and regardless of which claim, demand, damage, loss, cost of expense if caused in whole or in part by the negligence of the Town of West Seneca, or by third parties, or by the agents, servants, employees or factors of any of them.

- 22. Failure of the Parties to agree upon any changes to, or extension of, this Agreement, same will result in expiration of the Term; if that occurs, the Town will have no liability for damages of any kind whatsoever to the Licensee. The Town, in its sole discretion, may terminate this Agreement upon thirty (30) days' written notice for any reason whatsoever, including but not limited to, any violation of the Facilities Usage Rules and Regulations.
- 23. The Licensee will cooperate and will cause the Licensee's representatives and its invitees to always cooperate with Town personnel. The Licensee, its representative, and invitees shall not interfere with the work of Town employees and shall, in no way whatsoever, attempt to control or direct the work of any Town employee. All questions should be directed to Steve Hanavan, or his designee. The Licensee, its invitees and third parties shall obey all Federal, State, and local laws as well as all rules and regulations of the Town with respect to the use of the Facilities. The Licensee, its invitees, and third parties shall obey all directives of any law enforcement agency with respect to the use and operation of the Facilities.
- 24. The Licensee shall not assign any rights or responsibilities set forth in this agreement to any other party without the express, prior written consent of the Town.
- 25. This Agreement may be executed on behalf of the Town by the Town Supervisor or any authorized Recreation Personnel, as designated by the Town Board. The Licensee acknowledges that the signatory for the Club has the authority to execute this Agreement and bind the Club with respect to the terms and conditions contained herein.
- 26. In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder shall remain in force as if such provision were not a part. This Agreement sets forth the entire understanding between the Parties and may be amended solely upon the written mutual agreement of the Parties.

27. Town of West Seneca Contact Information


A. If there is more than one contact for each department you should contact all of the listed contacts unless otherwise noted in the section of the agreement for the step you are completing.

B.

Department	Title	Name	Phone	Email
Recreation	Recreation Supervisor	Lauren J. Masset	716-674-6086	lmasset@tw sny.org
Highway	Highway Superintendent	Brian Adams	716-674-4850	badams@tw sny.org
West Seneca Police	Police Chief	Brian Cosgrove	716-674-2943	cosgrovb@westsenecapolice.org
Code Enforcement	Code Enforcement	Jeffery Schieber	716-558-3242	jschieber@tw sny.org
Town Clerks Office	Town Clerk	Kate Newton	716-558-3215	knewton@tw sny.org
Rain Out Line	N/A	N/A	716-677-4754	N/A

TOWN OF WEST SENECA

Signature: _____
Printed Name: Hon. Gary Dickson, Supervisor
Date: _____
Town Board Approval Date: _____

(LICENSEE)
Signature: 
Printed Name: Norman P. Locher
Date: 1/23/2025

CERTIFICATE OF LIABILITY INSURANCE

DATE: MM/DD/YYYY
1/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BADGER & GUNNER, INC. 24 PINE STREET E. AURORA, NY 14052	CONTACT NAME: PHONE (A/C No Ext): (716) 652-6350 FAX (A/C No): 652-2512 E-MAIL ADDRESS:
INSURED WEST SENECA FIRE DISTRICT #4 100 LEIN RD WEST SENECA, NY 14224	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: UTICA NATIONAL INSURANCE INSURER B: FDM PREFERRED INS CO INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

POLICY LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
A		Y	Y	5341123	3-1-24	3-1-25	PERSONAL & ADV INJURY \$ 1,000,000
	GEN L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$ 10,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMPROP AGG \$ 10,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER MEMBER EXCLUDED? (Mandatory in NH)						E L EACH ACCIDENT \$ 100,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below			FPI-WC-10148-25	1-1-25	1-1-26	E L DISEASE - EA EMPLOYEE \$ 100,000
							E L DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS - LOCATIONS - VEHICLES (Attach ACORD 101. Additional Remarks Schedule if more space is required)

RE: **USE OF SOFTBALL FIELDS**

TOWN OF WEST SENECA IS ADDITIONAL INSURED ON A PRIMARY AND NONCONTRIBUTORY BASIS PER WRITTEN CONTRACT.

CERTIFICATE HOLDER TOWN OF WEST SENECA 1250 UNION RD. WEST SENECA, NY 14224	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:
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TO: Honorable Town Board
FROM: Lauren Masset, Recreation Supervisor
DATE: February 10, 2025
SUBJECT: Recreation Supervisor Masset re Game on Sports Inc.

Requested Action: Kindly authorize the Supervisor to execute the necessary documents to enter into an agreement with the insured Game on Sports Inc for use of Town of West Seneca ball diamonds.

RESOLUTION:

ATTACHMENTS:

1. Game on Sports

**TOWN OF WEST SENECA RECREATION DEPARTMENT
NON-EXCLUSIVE FACILITIES USAGE PERMIT & LICENSE AGREEMENT**

Group/Season/Year:	Game On Sports / 2025
The Licensee: This must match the COI	
Insured Name:	Game On Sports Inc
Located At:	PO BOX 655, Buffalo, NY, 14207
Licensee Representative:	
Name and Title:	Name and Title: Timothy P. Sugrue, President
Address:	Address: 614 Tacoma Avenue, Buffalo NY
Phone:	Phone: 716-803-9152
Email:	Email: tpsugrue@game-on-sports.com
Agreement Term:	
Agreement Shall Begin On:	Start: April 10, 2025
Agreement Shall End On:	End: October 1, 2025
Invoice:	<i>This document serves as the invoice</i>
Payment is Due:	October 15, 2025
Usage Fee Type (Select 1):	Diamond per hour or part of hour: \$35.00
Usage Fee Type	Cost
<input checked="" type="checkbox"/> Diamond per hour or part of hour	\$35.00
Soccer Field per hour or part of hour	\$55.00
Grassy Area per hour or part of hour	\$20.00
Road Race	\$500+ (Determined by the Highway Superintendent)
Community Event/Special Event	Fee varies based on size, purpose, and duration
Fee Notes:	
Any use type may be assessed a Buildings & Grounds, Highway, WSPD or other Town of West Seneca overtime or supply fee. This is an additional fee.	
Road Races, Special Events, Tournaments and other large events fees are determined by the West Seneca Town Board and Highway Superintendent. These vary based on the event.	
Cost may be higher or lower than what is listed above, based on size, capacity, lighting, and duration of the event.	
Proof of nonprofit status or fundraising purpose may be required. Town Board approval will be required.	
Fees that are charged per one-hour block and are shorter than one are rounded up to the nearest one-hour block. Example 1.15 hours is rounded and billed as 2 hours.	
Minimum Charge based on requested/scheduled start and end time.	
Usage is not permitted before the scheduled start time or after the scheduled end time.	
Exhibits	Ball Diamonds (Baseball/Softball), Dates/Times, Locations TBD
Permitted Use and the Permitted Use Dates	

between West Seneca Recreation and Game On Sports!

This Non-Exclusive Facilities Usage Permit & License Agreement (the "Agreement") is made by and between the Town of West Seneca, located at 1250 Union Road, West Seneca, New York (the "Town"), and the insured licensee as listed above (collectively, the "Parties"), and is effective as of the date executed on behalf of the Town (the "Effective Date").

1. Subject to the conditions, obligations, and terms of this Agreement, including the Facilities Usage Rules and Regulations, the Town grants the Licensee and the Licensee's Permitted Users a non-exclusive license (the "License") to use the facilities specified herein. By signing this Agreement, the Licensee acknowledges that they have reviewed and understood the Facilities Usage Rules and Regulations and agrees to adhere to them. Such use shall be limited to the Permitted Use defined below.

2. Permitted Use

- A. The License is granted for the Permitted Use and the Permitted Use Dates specified above. Any modifications to this Agreement shall be at the sole discretion of the Town and must be made in writing.
- B. The Town of West Seneca reserves the right to cancel any scheduled usage dates for any reason, at any time with no notice.
- C. The Licensee will only engage in Permitted Uses; all other uses are prohibited. The Licensee will engage in Permitted Uses in a manner that will protect and not damage the Facilities and will immediately notify the Town in writing of any prohibited uses by the Licensee or its invitees.
- D. Failure of the Parties to agree upon any changes to, or extension of, the Permitted Use Dates will result in expiration of the Term; if that occurs, the Town will have no liability for damages of any kind whatsoever to the Licensee.

3. Agreement Term

- A. The term of this Agreement shall begin on and conclude on the dates listed above, unless terminated earlier in writing. The Town of West Seneca, in its sole discretion, reserves the right to cancel this agreement at any time for any reason or without cause, reason or notice. Failure to abide by this agreement and work in harmony with the Town of West Seneca could result in the termination of this agreement.
- B. No refunds will be given. All fees will still be owed for future reserved uses.

4. Licensee Representative

- A. The Licensee designates the individual named above (the "Licensee Representative") as its authorized representative for coordinating the Permitted Use of the Facilities with the Town. The Town shall have the right to rely on all representations and warranties made by the Licensee Representative on behalf of the Licensee. The Licensee Representative information can be found above. The Licensee Representative will be the only point of contact for the Town regarding scheduling and any other questions, comments, concerns, issues, etc. related to this agreement.

5. Payment:

- A. At the discretion of the Town, payment of use, exclusive of any additional cost incurred by the Town, shall be made no less than ten (10) calendar days prior to the Licensee's use of the Facilities. Within ten (10) calendar days after such use, the Town will issue an invoice detailing any additional maintenance, lighting, cleaning, and other costs incurred as a result of the usage. This additional invoice must be paid within thirty (30) calendar days of the invoice date, otherwise future facility use may be denied.
- B. Payments should be made to the Town of West Seneca. An additional fee will be charged for each credit card transaction, which will be added to your "amount due" at the time of payment. Payments can be

made in person at the West Seneca Youth & Recreation office located at 1300 Union Road, West Seneca, NY 14224, or mailed to West Seneca Youth & Recreation, 1250 Union Road, West Seneca, NY 14224. Do not send cash through the mail.

- C. In the event of a weather-related cancellation or other unforeseen circumstances, the Town reserves the right to close facilities. During such closure, the Licensee is prohibited from using the facilities. The Licensee will not be charged for the cancelled date by the Town. No dates are guaranteed to be able to be re-scheduled and the Town shall not be responsible for any costs and/or damages as a result of such cancellation.

6. Additional Licensee Obligations and Understandings

- A. The Town of West Seneca will not provide any sound systems, announcement systems, or other equipment. The Licensee is responsible for supplying all necessary equipment.
- B. Any placement of storage containers, bins, sheds, trailers, etc., must be approved by the Highway Superintendent at least two weeks prior to placement on Town property. These items must display signs stating, "No Climbing" and any other directives from the Highway Superintendent. The Town of West Seneca is not responsible for any damage or theft of these items.
- C. The Town of West Seneca will not be responsible for or reimburse the Licensee for any lost, stolen, damaged, or vandalized items or any items left on Town property after the end of such use.
- D. The Licensee must clean the facility after use. Failure to do so may result in cleanup fees billed after the event, based on the Town's actual cleanup costs, which cannot be predetermined. The Licensee is responsible for keeping the vicinity free and clear of debris and garbage.
- E. The Licensee agrees to follow all local laws, and any rules posted at the facility or park they are using.
- F. Parking spots cannot be reserved for any Town facility.
- G. The opening and closing dates for Town Facilities vary by season and is TBD. The dates this agreement is valid for may fall before or after the opening and closing dates for the season. The Town will notify users of opening and closing dates. Facilities cannot be used before they are open or after they are closed for the season, regardless of the dates of this agreement. The Licensee understands that regardless of the dates of this agreement, the Town of West Seneca facility requested may not be open for the season, could close for the season and/or may not be available.
- H. The Licensee will cooperate and will cause the Licensee's Representative and its invitees to always cooperate with Town personnel.

7. Grassy Area, Soccer Fields & Diamond Rental

- A. **Rainout Procedures:**

Licensees must call the Rainout Line at 716-677-4754 each weekday after 4:00 PM to confirm that the diamond is open and not closed due to weather conditions. Please note that diamonds will not be prepared on weekends or holidays, and the rainout line is not updated during those times. Weather and conditions are unpredictable and could change after the rainout line is updated for the day.
- B. **Reservation Policy:**

Licensees cannot reserve time slots for Baseball Diamonds, Soccer Fields or Grassy Areas until after April 10 each year. This policy allows West Seneca Youth Sports, West Seneca Central School District, and West Seneca Youth & Recreation to book their necessary time slots. Licensees understand that no usage is guaranteed regardless of when this agreement was filed. Time slots are allocated on a first-come, first-served basis, and it's possible that no timeslots may be available. If April 10 falls on a weekend or holiday, the date will move to the next business day.
- C. **Requesting Rental:**

To request a rental, the Licensee must email the desired date(s), time(s), and, if applicable, the size of the diamond or field. If any diamond or field is available, we will add the game to the schedule and

notify the Licensee. If no availability exists, we will inform the Licensee so they can submit a new request. Please be aware that Recreation must submit the weekly schedule to B&G several days in advance for the upcoming week. Therefore, all usage requests and cancellations must be submitted in writing by Wednesday at 3:00 PM of the week before. Requests made after this deadline will not be accepted for the following week, which runs Monday through Sunday. All requests and cancellations should be emailed to the Recreation Department, if there is a different designated scheduler the licensee will be notified after this agreement is approved.

D. Requesting a Cancellation:

To avoid a charge for cancellation, notice must be received no later than Wednesday at 3:00 PM of the week before the usage. Fees will not be refunded or adjusted should the Licensee fail to use the date they reserved and/or if the Licensee cancels due to weather-related or other issues. The Town of West Seneca reserves the right to deny a refund of fees at any time for any reason. All requests and cancellations should be emailed to the Recreation Department. If there is a different time available, the licensee will be notified.

E. Diamond Rental Fees:

Fees apply for weekday diamond use (prepared) and weekend diamond use (unprepared). Diamonds will not be prepared on weekends, holidays, or observed union holiday dates, but Licensees may request preparation for an additional fee. To request preparation, the Licensee must contact the Highway Superintendent at least two weeks before the scheduled use. If approved, the Licensee will be informed of the preparation cost and payment due date, if different from above.

F. Diamond Lights

For diamonds with lights, it is at the discretion of the buildings and grounds department if and when the lights will be turned on and off.

G. Grassy Area Fees

The Licensee acknowledges that if they are permitted to use a grassy field, the area will not include any equipment, nets, or other items and will not be lined. The field may have lines and equipment for other events, activities, and sports. The Licensee is not permitted to make any changes or adjustments to the area, nor should they place, keep, or store any items on Town property. If the Licensee wishes to have the area lined or marked, or if they need to place or store equipment, they must contact the Highway Superintendent at least thirty (30) calendar days prior to their first usage. Approval of such requests are not guaranteed and are at the sole discretion of the Highway Superintendent, who may impose additional fees and/or requirements.

H. West Seneca Soccer Complex:

- a. The Town of West Seneca will not provide corner flags, and all other equipment and items are not required to be supplied by the Town.
- b. Grills are not permitted at the West Seneca Soccer Complex.
- c. All persons will stay off the berm at the West Seneca Soccer Complex.

8. Races, Tournaments, Community Events, and Special Events

A. Documentation Requirements:

The Licensee must attach a race map and schedule to this agreement. Additionally, the Licensee must contact the Highway Superintendent and the Police Chief to discuss the event as part of the permit process. This communication must occur at least thirty (30) calendar days prior to the event.

B. Notification Responsibilities:

The Licensee is responsible for informing all businesses and homeowners along the race route, as well as any individuals affected by road closures. This includes properties directly on the race route and those on side streets that may be impacted. Notifications must be made at least 72 hours before the race start time. Failure to adequately inform all parties may result in the inability to host future events. It is recommended that affected parties receive a flyer detailing the event date, start and end times, and other pertinent information.

C. Specific Requirements for Races:

The Licensee must provide a detailed schedule, a list of streets that will be closed or blocked, and a race map with the list clearly indicated.

D. Requirements for Tournaments and Other Events

A complete schedule must be submitted to both the Recreation Department and the Highway Superintendent no later than fifteen (15) calendar days before the event.

E. Code Enforcement Application

The Licensee must contact the Code Enforcement Office and file an "Application for Special Events" and any other required documents in addition to this document. This must be done at least thirty (30) calendar days prior to the event date.

9. Food

- A. The sale or provision of food at the West Seneca Ice Rink, Community Center, Library, West Seneca Soccer Park, and Sunshine Park is strictly prohibited. The Town of West Seneca has an exclusive agreement with a vendor for food sales in these locations. In any other areas of town, the sale or provision of food must be discussed with the Town Board before this agreement is approved. It is the Licensee's responsibility to initiate this conversation during the initial stages of the agreement process.
- B. If food is permitted to be sold, the Licensee must contact the Code Enforcement Office to file an "Application for Special Events" and any other required documents in addition to this agreement. This must be completed at least thirty (30) calendar days prior to the event date.
- C. Outside grills are not permitted in Town Parks unless approved by the Highway Superintendent. It is the Licensee's responsibility to obtain approval if an outside grill is being requested to be used.

10. Gaming

- A. If raffle tickets, auctions, or similar items are being sold, the Licensee must contact the Town Clerk's Office to complete any required documentation in addition to this agreement. This must be done at least thirty (30) calendar days prior to the event date.

11. Public Health Emergency

- A. The Parties acknowledge that during any public health emergency, the Licensee, including its vendors, employees, members and/or invitees, must take precautions to help protect against the spread of any disease, pathogen, or virus including, but not limited to, COVID-19. The Licensee will ensure that the organization adheres to all guidelines and rules made by the Centers for Disease Control and Prevention (CDC), New York State Department of Health, Erie County Department of Health, and Town of West Seneca, if applicable, and any changes to those guidelines and rules. It will be the responsibility of the Licensee to be abreast of any changes to aforementioned guidelines and rules.
- B. The Licensee, on behalf of its owners/operators/employees/players/spectators, acknowledge the contagious nature of COVID-19 and other similar pathogens, viruses and diseases, and further acknowledge that such exposure or infection may result in bodily injury, illness, permanent disability, or death. The Club hereby forever releases and waives any right to bring suit against the Town, and its

officers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of any virus, pathogen and/or communicable disease, including but not limited to COVID-19 related to utilizing the Town's Facility. The Club understands that this waiver means they give up their right to bring any claims including for bodily injuries, death, disease or property losses, or any other loss, including, but not limited to, claims of negligence, tort, prima facie tort, gross negligence, breach of contract, products liability, and give up any claim seeking damages, whether known or unknown, foreseen or unforeseen.

16. Facility Alterations

A. Neither the Licensee nor its invitees will make any alterations, improvements, or changes of any kind to any of the Facilities or other Town property. If any alterations take place, the Licensee will immediately notify the Town in writing of such prohibited alterations. If any damage is sustained to the Facilities during the Licensee's use, then the Licensee shall pay the Town for such damages.

17. Certificate of Insurance

A. Licensee agrees to defend, indemnify and hold harmless the Town from any and all liability, damages, expenses, causes of action, suits, judgments and claims of any nature arising out of or in any manner connected with injury to persons or property which results from the Town's use and access of the Facilities, only to the extent that such liability, damages, expenses, causes of action, suits, judgments and claims do not arise out of the Town's sole negligence. The Licensee will maintain, or cause to be maintained, in full force and effect, at the Licensee's expense, one or more policies of general comprehensive liability insurance (the "Licensee's Liability Insurance") with combined single limit coverage of at least one million dollars (\$1,000,000.00) per occurrence, and at least two million dollars (\$2,000,000.00) in the aggregate, with one million dollars (\$1,000,000) umbrella coverage, naming the Town as an additional insured on a primary and noncontributory basis. If the Certificates of Insurance, demonstrating insurance coverage required by this Section, are not received by the Town at least ten (10) days prior to the Permitted Use Dates, then the Town in its sole discretion may terminate this Agreement and/or prohibit the Licensee use of the Facilities. Certificates of Insurance upon their approval by the Town shall become part of this Agreement and shall be attached hereto as EXHIBIT C. Failure to provide a Certificate ten (10) calendar days prior to use may result in termination of this Agreement. The Town of West Seneca Insurance Company (Kathleen A. Rapasadi <KRapasadi@tompkinsfinancial.com>) will review the COI's submitted, based on review, the Town of West Seneca reserves the right to deny the COI, request changes to the COI/policy and/or change the limits or requirements at any time. The Town of West Seneca will not begin the agreement process with any person or group until after the COI has been approved by the Insurance Company.

B. Here's a checklist:

- Under the General Liability section
 - \$1,000,000 or more "Each Occurrence"
 - \$2,000,000 or more "General Aggregate"
- The additional insured box marked.
 - A retention limit of \$75,000 or less, which would be marked under the General Liability under Claims Made or Occur this section should list the Retention with the amount.
- Under the Umbrella Section
 - \$1,000,000 or more in coverage.
- Under Description

- Wording that the Certificate Holder is an additional insured for all purposes, coverage, and claims. The Certificate Holder is an additional insured on a primary and noncontributory basis.
- Certificate Holder
 - “Town of West Seneca, 1250 Union Road, West Seneca, NY, 14224”

18. Political/Charitable/Organizations Signs and Events

It is further understood and agreed that no political signs, electioneering, supply of flyers/documents/papers or other information of a political nature shall be permitted by any candidate, political party, and/or political action committee either in support of or against any political candidate or party on any property owned by the Town of West Seneca other than on any local, state or national election day in conformance with any Election Law and/or regulation. Failure to adhere to this prohibition will result in the removal of any such signage and/or document and the immediate removal of such individual, organization, or group from Town property and the future denial of the right to use Town property in the future. Nothing herein shall prevent any individual, political party, or organization from sponsoring any charitable event for a recognized charitable organization on Town property provided that the charitable organization is a participant in the event and the full proceeds, if any, from the event are promptly paid to the charitable organization with proof of such delivery provided to the Town and acknowledged by the charitable organization. In the event that there are no charges to the general public for any registration, participation, admission, food, drink, or any other aspect of the event, the same shall not be applicable. A charitable organization shall be one authorized to act as a charity pursuant to the laws of the State of New York or as a charitable organization pursuant to the laws of the United States. Evidence of such authorization in a form acceptable to the Town shall be provided to the Town at least two weeks prior to any approval by the Town. All accounts showing amounts provided to the charitable organization shall be submitted within fifteen (15) calendar days of the conclusion of the event. In no event shall the amount paid to the charitable organization be less than fifty percent of the gross total amount. The licensee must pick up any and all lawn signs they put out by the end of the day after the event.

19. Automated External Defibrillator (AED)

If required by law, Licensee shall provide for an AED device to be present during all uses set forth herein and shall certify that they have an AED implementation plan on file and individuals trained in the use and operation of the AED and that same shall be supplied to the Town, upon request. In the event that the provisions of the Public Health Law governing the use of an AED are not applicable to Licensee, the Licensee shall provide a statement to the Town to that effect upon execution of this agreement.

20. Smoking & Alcohol:

- A. No alcoholic beverages or rowdiness will be allowed on the premises or in the immediate vicinity of any Town facilities or property.
- B. There is no smoking of any kind permitted at any town facility.

21. Indemnification

The Licensee further agrees to defend, indemnify and hold harmless the Town of West Seneca from any claim, demand, suit, loss, cost of experience, or any damage which may be asserted, claimed or recovered against or from the Town by reason of any damage to property, personal injury or bodily injury, including death or in connection with exposure/infection/spread of COVID-19 or any other health related disease, sustained by any person whomsoever and which damage, injury, or death, arises out of or is incident to or in any way connected with the performance of this Agreement, and regardless of which claim, demand,

amage, loss, cost of expense if caused in whole or in part by the negligence of the Town of West Seneca, or by third parties, or by the agents, servants, employees or factors of any of them.

Failure of the Parties to agree upon any changes to, or extension of, this Agreement, same will result in expiration of the Term; if that occurs, the Town will have no liability for damages of any kind whatsoever to the Licensee. The Town, in its sole discretion, may terminate this Agreement upon thirty (30) days' written notice for any reason whatsoever, including but not limited to, any violation of the Facilities Usage Rules and Regulations.

The Licensee will cooperate and will cause the Licensee's representatives and its invitees to always cooperate with Town personnel. The Licensee, its representative, and invitees shall not interfere with the work of Town employees and shall, in no way whatsoever, attempt to control or direct the work of any Town employee. All questions should be directed to Steve Hanavan, or his designee. The Licensee, its invitees and third parties shall obey all Federal, State, and local laws as well as all rules and regulations of the Town with respect to the use of the Facilities. The Licensee, its invitees, and third parties shall obey all directives of any law enforcement agency with respect to the use and operation of the Facilities.

4. The Licensee shall not assign any rights or responsibilities set forth in this agreement to any other party without the express, prior written consent of the Town.

5. This Agreement may be executed on behalf of the Town by the Town Supervisor or any authorized Recreation Personnel, as designated by the Town Board. The Licensee acknowledges that the signatory for the Club has the authority to execute this Agreement and bind the Club with respect to the terms and conditions contained herein.

26. In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder shall remain in force as if such provision were not a part. This Agreement sets forth the entire understanding between the Parties and may be amended solely upon the written mutual agreement of the Parties.

27. **Town of West Seneca Contact Information**
 A. If there is more than one contact for each department you should contact all of the listed contacts unless otherwise noted in the section of the agreement for the step you are completing.

B.

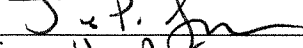
Department	Title	Name	Phone	Email
Recreation	Recreation Supervisor	Lauren J. Masset	716-674-6086	lmasset@twсны.org
Highway	Highway Superintendent	Brian Adams	716-674-4850	badams@twсны.org
West Seneca Police	Police Chief	Brian Cosgrove	716-674-2943	cosgrovb@westsenecapolice.org
Code Enforcement	Code Enforcement	Jeffery Schieber	716-558-3242	jschieber@twсны.org
Town Clerks Office	Town Clerk	Kate Newton	716-558-3215	knewton@twсны.org

Rain Out Line	N/A	N/A	716-677-4754	N/A
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TOWN OF WEST SENECA

Signature: _____
Printed Name: Hon. Gary Dickson, Supervisor
Date: _____
Town Board Approval Date: _____

(LICENSEE)

Signature: 
Printed Name: Timothy P. Sugrue
Date: 1-17-25

CERTIFICATE OF LIABILITY INSURANCE



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy (ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Acrisure Northwest Partners Insurance Services, LLC
19401 40th Ave W, Suite 440
Lynnwood, WA 98036

CONTACT NAME: Ariel Peterson	FAX (A.C.No.):
PHONE (A.C.No., Ext): (425) 291-5233	
E-MAIL ADDRESS: ArPeterson@acrisure.com	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Philadelphia Indemnity Insurance Company	NAC # 18058
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Game On Sports Inc
PO Box 655
Buffalo, NY 14207

CERTIFICATE NUMBER: REVISION NUMBER:

COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	ADDL NSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		PHPK2604612-003	10/22/2024	10/22/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LAB <input type="checkbox"/> OCCUR EXCESS LAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PHPK2604612-003	10/22/2024	10/22/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Town of West Seneca are additional insured per the attached endorsement # PIA5010 0404. Primary and Non-Contributory Coverage per the attached endorsement # PGL005 0712.

CERTIFICATE HOLDER

Town of West Seneca
1250 Union Road
West Seneca, NY 14224

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Effective Date: 10/15/2021

Name of Person or Organization (Additional Insured):

As required by written contract executed prior to a loss.

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” arising out of or relating to your negligence in the performance of “your work” for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or “occurrence” we cover for this Additional Insured.

The Additional Insured’s limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.



TO: Honorable Town Board
FROM: Lauren Masset, Recreation Supervisor
DATE: February 10, 2025
SUBJECT: Recreation Supervisor Masset re Shakespeare in Delaware Park

Requested Action: Kindly authorize the Supervisor to execute the necessary documents to enter into an agreement with the insured Shakespeare in Delaware Park Attn Lisa Ludwig for use the Lions Bandshell on Wednesday, July 16, 2025. This is for Shakespeare in Delaware Parks 2025 Touring Show of Romeo & Juliet (one hour). This event is free to the community.

RESOLUTION:

ATTACHMENTS:

1. SDP LA

**TOWN OF WEST SENECA RECREATION DEPARTMENT
NON-EXCLUSIVE FACILITIES USAGE PERMIT & LICENSE AGREEMENT**

Group/Season/Year:	Shakespeare in Delaware Park / 2025
The Licensee: This must match the COI	
Insured Name:	Shakespeare in Delaware Park Attn Lisa Ludwig
Located At:	PO Box 716 Buffalo NY 14205
Licensee Representative:	
Name and Title:	Lisa Ludwig – Executive Director
Address:	625 Delaware Ave, Buffalo, NY, 14202
Phone:	716-856-4533
Email:	Lalaludwig@hotmail.com
Agreement Term:	
Agreement Shall Begin On:	July 15, 2025
Agreement Shall End On:	July 17, 2025
Invoice:	<i>This document serves as the invoice</i>
Payment is Due:	No Fee
Fee Notes:	
Any use type may be assessed a Buildings & Grounds, Highway, WSPD or other Town of West Seneca overtime or supply fee. This is an additional fee.	
Road Races, Special Events, Tournaments and other large events fees are determined by the West Seneca Town Board and Highway Superintendent. These vary based on the event.	
Cost may be higher or lower than what is listed above, based on size, capacity, lighting, and duration of the event.	
Proof of nonprofit status or fundraising purpose may be required. Town Board approval will be required.	
Fees that are charged per one-hour block and are shorter than one are rounded up to the nearest one-hour block. Example 1.15 hours is rounded and billed as 2 hours.	
Minimum Charge based on requested/scheduled start and end time.	

Usage is not permitted before the scheduled start time or after the scheduled end time.	
Exhibits	
Permitted Use and the Permitted Use Dates	Lions Bandshell within Veterans Park (1250 Union Road) on Wednesday, July 16, 2025, from 4:00 PM – DUSK. This will be for the SDP Touring Show – Romeo & Juliet with the performance starting around 7:00 PM.
Certificate of Insurance as outlined in Section 17	Attached

This Non-Exclusive Facilities Usage Permit & License Agreement (the “Agreement”) is made by and between the Town of West Seneca, located at 1250 Union Road, West Seneca, New York (the “Town”), and the insured Licensee as listed above (collectively, the “Parties”), and is effective as of the date executed on behalf of the Town (the “Effective Date”).

1. Subject to the conditions, obligations, and terms of this Agreement, including the Facilities Usage Rules and Regulations, the Town grants the Licensee and the Licensee’s Permitted Users a non-exclusive license (the “License”) to use the facilities specified herein. By signing this Agreement, the Licensee acknowledges that they have reviewed and understood the Facilities Usage Rules and Regulations and agrees to adhere to them. Such use shall be limited to the Permitted Use defined below.

2. Permitted Use

- A. The License is granted for the Permitted Use and the Permitted Use Dates specified above. Any modifications to this Agreement shall be at the sole discretion of the Town and must be made in writing.
- B. The Town of West Seneca reserves the right to cancel any scheduled usage dates for any reason, at any time with no notice.
- C. The Licensee will only engage in Permitted Uses; all other uses are prohibited. The Licensee will engage in Permitted Uses in a manner that will protect and not damage the Facilities and will immediately notify the Town in writing of any prohibited uses by the Licensee or its invitees.
- D. Failure of the Parties to agree upon any changes to, or extension of, the Permitted Use Dates will result in expiration of the Term; if that occurs, the Town will have no liability for damages of any kind whatsoever to the Licensee.

3. Agreement Term

- A. The term of this Agreement shall begin on and conclude on the dates listed above, unless terminated earlier in writing. The Town of West Seneca, in its sole discretion, reserves the right to cancel this agreement at any time for any reason or without cause, reason or notice. Failure to abide by this agreement and work in harmony with the Town of West Seneca could result in the termination of this agreement.
- B. No refunds will be given. All fees will still be owed for future reserved uses.

4. Licensee Representative

- A. The Licensee designates the individual named above (the “Licensee Representative”) as its authorized representative for coordinating the Permitted Use of the Facilities with the Town. The Town shall have the right to rely on all representations and warranties made by the Licensee Representative on behalf of

the Licensee. The Licensee Representative information can be found above. The Licensee Representative will be the only point of contact for the Town regarding scheduling and any other questions, comments, concerns, issues, etc. related to this agreement.

5. Payment:

- A. At the discretion of the Town, payment of use, exclusive of any additional cost incurred by the Town, shall be made no less than ten (10) calendar days prior to the Licensee's use of the Facilities. Within ten (10) calendar days after such use, the Town will issue an invoice detailing any additional maintenance, lighting, cleaning, and other costs incurred as a result of the usage. This additional invoice must be paid within thirty (30) calendar days of the invoice date, otherwise future facility use may be denied.
- B. Payments should be made to the Town of West Seneca. An additional fee will be charged for each credit card transaction, which will be added to your "amount due" at the time of payment. Payments can be made in person at the West Seneca Youth & Recreation office located at 1300 Union Road, West Seneca, NY 14224, or mailed to West Seneca Youth & Recreation, 1250 Union Road, West Seneca, NY 14224. Do not send cash through the mail.
- C. In the event of a weather-related cancellation or other unforeseen circumstances, the Town reserves the right to close facilities. During such closure, the Licensee is prohibited from using the facilities. The Licensee will not be charged for the cancelled date by the Town. No dates are guaranteed to be able to be re-scheduled and the Town shall not be responsible for any costs and/or damages as a result of such cancellation.

6. Additional Licensee Obligations and Understandings

- A. The Town of West Seneca will not provide any sound systems, announcement systems, or other equipment. The Licensee is responsible for supplying all necessary equipment.
- B. Any placement of storage containers, bins, sheds, trailers, etc., must be approved by the Highway Superintendent at least two weeks prior to placement on Town property. These items must display signs stating, "No Climbing" and any other directives from the Highway Superintendent. The Town of West Seneca is not responsible for any damage or theft of these items.
- C. The Town of West Seneca will not be responsible for or reimburse the Licensee for any lost, stolen, damaged, or vandalized items or any items left on Town property after the end of such use.
- D. The Licensee must clean the facility after use. Failure to do so may result in cleanup fees billed after the event, based on the Town's actual cleanup costs, which cannot be predetermined. The Licensee is responsible for keeping the vicinity free and clear of debris and garbage.
- E. The Licensee agrees to follow all local laws, and any rules posted at the facility or park they are using.
- F. Parking spots cannot be reserved for any Town facility.
- G. The opening and closing dates for Town Facilities vary by season and is TBD. The dates this agreement is valid for may fall before or after the opening and closing dates for the season. The Town will notify users of opening and closing dates. Facilities cannot be used before they are open or after they are closed for the season, regardless of the dates of this agreement. The Licensee understands that regardless of the dates of this agreement, the Town of West Seneca facility requested may not be open for the season, could close for the season and/or may not be available.
- H. The Licensee will cooperate and will cause the Licensee's Representative and its invitees to always cooperate with Town personnel.

7. Grassy Area, Soccer Fields & Diamond Rental

A. Rainout Procedures:

Licensees must call the Rainout Line at 716-677-4754 each weekday after 4:00 PM to confirm that the

diamond is open and not closed due to weather conditions. Please note that diamonds will not be prepared on weekends or holidays, and the rainout line is not updated during those times. Weather and conditions are unpredictable and could change after the rainout line is updated for the day.

B. Reservation Policy:

Licensees cannot reserve time slots for Baseball Diamonds, Soccer Fields or Grassy Areas until after April 10 each year. This policy allows West Seneca Youth Sports, West Seneca Central School District, and West Seneca Youth & Recreation to book their necessary time slots. Licensees understand that no usage is guaranteed regardless of when this agreement was filed. Time slots are allocated on a first-come, first-served basis, and it's possible that no timeslots may be available. If April 10 falls on a weekend or holiday, the date will move to the next business day.

C. Requesting Rental:

To request a rental, the Licensee must email the desired date(s), time(s), and, if applicable, the size of the diamond or field. If any diamond or field is available, we will add the game to the schedule and notify the Licensee. If no availability exists, we will inform the Licensee so they can submit a new request. Please be aware that Recreation must submit the weekly schedule to B&G several days in advance for the upcoming week. Therefore, all usage requests and cancellations must be submitted in writing by Wednesday at 3:00 PM of the week before. Requests made after this deadline will not be accepted for the following week, which runs Monday through Sunday. All requests and cancellations should be emailed to the Recreation Department, if there is a different designated scheduler the licensee will be notified after this agreement is approved.

D. Requesting a Cancellation:

To avoid a charge for cancelation, notice must be received no later than Wednesday at 3:00 PM of the week before the usage. Fees will not be refunded or adjusted should the Licensee fail to use the date they reserved and/or if the Licensee cancels due to weather-related or other issues. The Town of West Seneca reserves the right to deny a refund of fees at any time for any reason. All requests and cancellations should be emailed to the Recreation Department. If there is a different time available, the licensee will be notified.

E. Diamond Rental Fees:

Fees apply for weekday diamond use (prepared) and weekend diamond use (unprepared). Diamonds will not be prepared on weekends, holidays, or observed union holiday dates, but Licensees may request preparation for an additional fee. To request preparation, the Licensee must contact the Highway Superintendent at least two weeks before the scheduled use. If approved, the Licensee will be informed of the preparation cost and payment due date, if different from above.

F. Diamond Lights

For diamonds with lights, it is at the discretion of the buildings and grounds department if and when the lights will be turned on and off.

G. Grassy Area Fees

The Licensee acknowledges that if they are permitted to use a grassy field, the area will not include any equipment, nets, or other items and will not be lined. The field may have lines and equipment for other events, activities, and sports. The Licensee is not permitted to make any changes or adjustments to the area, nor should they place, keep, or store any items on Town property. If the Licensee wishes to have the area lined or marked, or if they need to place or store equipment, they must contact the Highway

Superintendent at least thirty (30) calendar days prior to their first usage. Approval of such requests are not guaranteed and are at the sole discretion of the Highway Superintendent, who may impose additional fees and/or requirements.

H. West Seneca Soccer Complex:

- a. The Town of West Seneca will not provide corner flags, and all other equipment and items are not required to be supplied by the Town.
- b. Grills are not permitted at the West Seneca Soccer Complex.
- c. All persons will stay off the berm at the West Seneca Soccer Complex.

8. Races, Tournaments, Community Events, and Special Events

A. Documentation Requirements:

The Licensee must attach a race map and schedule to this agreement. Additionally, the Licensee must contact the Highway Superintendent and the Police Chief to discuss the event as part of the permit process. This communication must occur at least thirty (30) calendar days prior to the event.

B. Notification Responsibilities:

The Licensee is responsible for informing all businesses and homeowners along the race route, as well as any individuals affected by road closures. This includes properties directly on the race route and those on side streets that may be impacted. Notifications must be made at least 72 hours before the race start time. Failure to adequately inform all parties may result in the inability to host future events. It is recommended that affected parties receive a flyer detailing the event date, start and end times, and other pertinent information.

C. Specific Requirements for Races:

The Licensee must provide a detailed schedule, a list of streets that will be closed or blocked, and a race map with the list clearly indicated.

D. Requirements for Tournaments and Other Events

A complete schedule must be submitted to both the Recreation Department and the Highway Superintendent no later than fifteen (15) calendar days before the event.

E. Code Enforcement Application

The Licensee must contact the Code Enforcement Office and file an "Application for Special Events" and any other required documents in addition to this document. This must be done at least thirty (30) calendar days prior to the event date.

9. Food

- A. The sale or provision of food at the West Seneca Ice Rink, Community Center, Library, West Seneca Soccer Park, and Sunshine Park is strictly prohibited. The Town of West Seneca has an exclusive agreement with a vendor for food sales in these locations. In any other areas of town, the sale or provision of food must be discussed with the Town Board before this agreement is approved. It is the Licensee's responsibility to initiate this conversation during the initial stages of the agreement process.
- B. If food is permitted to be sold, the Licensee must contact the Code Enforcement Office to file an "Application for Special Events" and any other required documents in addition to this agreement. This must be completed at least thirty (30) calendar days prior to the event date.
- C. Outside grills are not permitted in Town Parks unless approved by the Highway Superintendent. It is the Licensees responsibility to obtain approval if an outside grill is being requested to be used.

10. Gaming

- A. If raffle tickets, auctions, or similar items are being sold, the Licensee must contact the Town Clerk's Office to complete any required documentation in addition to this agreement. This must be done at least thirty (30) calendar days prior to the event date.

11. Public Health Emergency

- A. The Parties acknowledge that during any public health emergency, the Licensee, including its vendors, employees, members and/or invitees, must take precautions to help protect against the spread of any disease, pathogen, or virus including, but not limited to, COVID-19. The Licensee will ensure that the organization adheres to all guidelines and rules made by the Centers for Disease Control and Prevention (CDC), New York State Department of Health, Erie County Department of Health, and Town of West Seneca, if applicable, and any changes to those guidelines and rules. It will be the responsibility of the Licensee to be abreast of any changes to aforementioned guidelines and rules.
- B. The Licensee, on behalf of its owners/operators/employees/players/spectators, acknowledge the contagious nature of COVID-19 and other similar pathogens, viruses and diseases, and further acknowledge that such exposure or infection may result in bodily injury, illness, permanent disability, or death. The Club hereby forever releases and waives any right to bring suit against the Town, and its officers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of any virus, pathogen and/or communicable disease, including but not limited to COVID-19 related to utilizing the Town's Facility. The Club understands that this waiver means they give up their right to bring any claims including for bodily injuries, death, disease or property losses, or any other loss, including, but not limited to, claims of negligence, tort, prima facie tort, gross negligence, breach of contract, products liability, and give up any claim seeking damages, whether known or unknown, foreseen or unforeseen.

16. Facility Alterations

- A. Neither the Licensee nor its invitees will make any alterations, improvements, or changes of any kind to any of the Facilities or other Town property. If any alterations take place, the Licensee will immediately notify the Town in writing of such prohibited alterations. If any damage is sustained to the Facilities during the Licensee's use, then the Licensee shall pay the Town for such damages.

17. Certificate of Insurance

- A. Licensee agrees to defend, indemnify and hold harmless the Town from any and all liability, damages, expenses, causes of action, suits, judgments and claims of any nature arising out of or in any manner connected with injury to persons or property which results from the Town's use and access of the Facilities, only to the extent that such liability, damages, expenses, causes of action, suits, judgments and claims do not arise out of the Town's sole negligence. The Licensee will maintain, or cause to be maintained, in full force and effect, at the Licensee's expense, one or more policies of general comprehensive liability insurance (the "Licensee's Liability Insurance") with combined single limit coverage of at least one million dollars (\$1,000,000.00) per occurrence, and at least two million dollars (\$2,000,000.00) in the aggregate, with one million dollars (\$1,000,000) umbrella coverage, naming the Town as an additional insured on a primary and noncontributory basis. If the Certificates of Insurance, demonstrating insurance coverage required by this Section, are not received by the Town at least ten (10) days prior to the Permitted Use Dates, then the Town in its sole discretion may terminate this Agreement and/or prohibit the Licensee use of the Facilities. Certificates of Insurance upon their

approval by the Town shall become part of this Agreement and shall be attached hereto as EXHIBIT C. Failure to provide a Certificate ten (10) calendar days prior to use may result in termination of this Agreement. The Town of West Seneca Insurance Company (Kathleen A. Rapasadi <KRapasadi@tompkinsfinancial.com>) will review the COI's submitted, based on review, the Town of West Seneca reserves the right to deny the COI, request changes to the COI/policy and/or change the limits or requirements at any time. The Town of West Seneca will not begin the agreement process with any person or group until after the COI has been approved by the Insurance Company.

B. Here's a checklist:

- Under the General Liability section
 - \$1,000,000 or more "Each Occurrence"
 - \$2,000,000 or more "General Aggregate"
- The additional insured box marked.
 - A retention limit of \$75,000 or less, which would be marked under the General Liability under Claims Made or Occur this section should list the Retention with the amount.
- Under the Umbrella Section
 - \$1,000,000 or more in coverage.
- Under Description
 - Wording that the Certificate Holder is an additional insured for all purposes, coverage, and claims. The Certificate Holder is an additional insured on a primary and noncontributory basis.
- Certificate Holder
 - "Town of West Seneca, 1250 Union Road, West Seneca, NY, 14224"

18. Political/Charitable/Organizations Signs and Events

It is further understood and agreed that no political signs, electioneering, supply of flyers/documents/papers or other information of a political nature shall be permitted by any candidate, political party, and/or political action committee either in support of or against any political candidate or party on any property owned by the Town of West Seneca other than on any local, state or national election day in conformance with any Election Law and/or regulation. Failure to adhere to this prohibition will result in the removal of any such signage and/or document and the immediate removal of such individual, organization, or group from Town property and the future denial of the right to use Town property in the future. Nothing herein shall prevent any individual, political party, or organization from sponsoring any charitable event for a recognized charitable organization on Town property provided that the charitable organization is a participant in the event and the full proceeds, if any, from the event are promptly paid to the charitable organization with proof of such delivery provided to the Town and acknowledged by the charitable organization. In the event that there are no charges to the general public for any registration, participation, admission, food, drink, or any other aspect of the event, the same shall not be applicable. A charitable organization shall be one authorized to act as a charity pursuant to the laws of the State of New York or as a charitable organization pursuant to the laws of the United States. Evidence of such authorization in a form acceptable to the Town shall be provided to the Town at least two weeks prior to any approval by the Town. All accounts showing amounts provided to the charitable organization shall be submitted within fifteen (15) calendar days of the conclusion of the event. In no event shall the amount paid to the charitable

organization be less than fifty percent of the gross total amount. The licensee must pick up any and all lawn signs they put out by the end of the day after the event.

19. Automated External Defibrillator (AED)

If required by law, Licensee shall provide for an AED device to be present during all uses set forth herein and shall certify that they have an AED implementation plan on file and individuals trained in the use and operation of the AED and that same shall be supplied to the Town, upon request. In the event that the provisions of the Public Health Law governing the use of an AED are not applicable to Licensee, the Licensee shall provide a statement to the Town to that effect upon execution of this agreement.

20. Smoking & Alcohol:

- A. No alcoholic beverages or rowdiness will be allowed on the premises or in the immediate vicinity of any Town facilities or property.
- B. There is no smoking of any kind permitted at any town facility.

21. Indemnification

The Licensee further agrees to defend, indemnify and hold harmless the Town of West Seneca from any claim, demand, suit, loss, cost of experience, or any damage which may be asserted, claimed or recovered against or from the Town by reason of any damage to property, personal injury or bodily injury, including death or in connection with exposure/infection/spread of COVID-19 or any other health related disease, sustained by any person whomsoever and which damage, injury, or death, arises out of or is incident to or in any way connected with the performance of this Agreement, and regardless of which claim, demand, damage, loss, cost of expense if caused in whole or in part by the negligence of the Town of West Seneca, or by third parties, or by the agents, servants, employees or factors of any of them.

- 22. Failure of the Parties to agree upon any changes to, or extension of, this Agreement, same will result in expiration of the Term; if that occurs, the Town will have no liability for damages of any kind whatsoever to the Licensee. The Town, in its sole discretion, may terminate this Agreement upon thirty (30) days' written notice for any reason whatsoever, including but not limited to, any violation of the Facilities Usage Rules and Regulations.
- 23. The Licensee will cooperate and will cause the Licensee's representatives and its invitees to always cooperate with Town personnel. The Licensee, its representative, and invitees shall not interfere with the work of Town employees and shall, in no way whatsoever, attempt to control or direct the work of any Town employee. All questions should be directed to Steve Hanavan, or his designee. The Licensee, its invitees and third parties shall obey all Federal, State, and local laws as well as all rules and regulations of the Town with respect to the use of the Facilities. The Licensee, its invitees, and third parties shall obey all directives of any law enforcement agency with respect to the use and operation of the Facilities.
- 24. The Licensee shall not assign any rights or responsibilities set forth in this agreement to any other party without the express, prior written consent of the Town.
- 25. This Agreement may be executed on behalf of the Town by the Town Supervisor or any authorized Recreation Personnel, as designated by the Town Board. The Licensee acknowledges that the signatory for the Club has the authority to execute this Agreement and bind the Club with respect to the terms and conditions contained herein.

26. In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder shall remain in force as if such provision were not a part. This Agreement sets forth the entire understanding between the Parties and may be amended solely upon the written mutual agreement of the Parties.

27. Town of West Seneca Contact Information

A. If there is more than one contact for each department you should contact all of the listed contacts unless otherwise noted in the section of the agreement for the step you are completing.

B.

Department	Title	Name	Phone	Email
Recreation	Recreation Supervisor	Lauren J. Masset	716-674-6086	lmasset@twсны.org
Highway	Highway Superintendent	Brian Adams	716-674-4850	badams@twсны.org
West Seneca Police	Police Chief	Brian Cosgrove	716-674-2943	cosgrovb@westsenecapolice.org
Code Enforcement	Code Enforcement	Jeffery Schieber	716-558-3242	jschieber@twсны.org
Town Clerks Office	Town Clerk	Kate Newton	716-558-3215	knewton@twсны.org
Rain Out Line	N/A	N/A	716-677-4754	N/A

TOWN OF WEST SENECA


Signature: _____

Printed Name: Hon. Gary Dickson, Supervisor

Date: _____

Town Board Approval Date: _____

(LICENSEE)

Signature: 

Printed Name: Lisa Ludwig

Date: 1/27/25

Executive Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 2580 Golf Road Rolling Meadows IL 60008	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: select_certificates@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Shakespeare in Delaware Park Attn Lisa Ludwig PO Box 716 Buffalo NY 14205	License# 0069293 SHAKIND-01	INSURER A: Philadelphia Indemnity Insurance Company 18058 INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____


COVERAGES **CERTIFICATE NUMBER:** 211746638 **REVISION NUMBER:** _____

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR RNSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____		PHPK2613516021	10/7/2024	10/7/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2613516021	10/7/2024	10/7/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Event Date - July 16, 2025
 West Seneca Band Shell

 Town of West Seneca is included as an Additional Insured on a primary and non-contributory basis under the General Liability if required by written contract.

CERTIFICATE HOLDER Town of West Seneca 1250 Union Road West Seneca NY 14224	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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TO: Honorable Town Board
FROM: Lauren Masset, Recreation Supervisor
DATE: February 10, 2025
SUBJECT: Recreation Supervisor Masset re West Seneca Community 5K

Requested Action: Kindly authorize the Supervisor to execute the necessary documents to enter into an agreement with the insured USA Track & Field Inc / West Seneca West Sports Boosters / West Seneca PBA for the West Seneca Community 5K.

RESOLUTION:

ATTACHMENTS:

1. Community 5K LA

**TOWN OF WEST SENECA RECREATION DEPARTMENT
NON-EXCLUSIVE FACILITIES USAGE PERMIT & LICENSE AGREEMENT**

Group/Season/Year:	Community 5K / West Seneca West Sports Boosters/ West Seneca PBA / 2025
The Licensee: This must match the COI	
Insured	USA Track & Field, Inc. 130 East Washington Street, Suite 800. Indianapolis IN 46204
	West Seneca West Sports Boosters/West Seneca PBA
Licensee Representative:	
Name and Title:	James Gehen
Address:	PO Box 305 West Seneca NY 14224
Phone:	716-674-5600
Email:	Gehenjj@westsenecapolice.org
Agreement Term:	
Agreement Shall Begin On:	June 1, 2025
Agreement Shall End On:	June 20, 2025
Invoice:	<i>This document serves as the invoice</i>
Payment is Due:	There is no fee for this usage.
Usage Fee Type (Select 1):	
Usage Fee Type	<i>Cost</i>
Diamond per hour or part of hour	\$35.00
Soccer Field per hour or part of hour	\$55.00
Grassy Area per hour or part of hour	\$20.00
Road Race	\$500+ (Determined by the Highway Superintendent)
Community Event/Special Event	Fee varies based on size, purpose, and duration
Fee Notes:	
Any use type may be assessed a Buildings & Grounds, Highway, WSPD or other Town of West Seneca overtime or supply fee. This is an additional fee.	
Road Races, Special Events, Tournaments and other large events fees are determined by the West Seneca Town Board and Highway Superintendent. These vary based on the event.	
Cost may be higher or lower than what is listed above, based on size, capacity, lighting, and duration of the event.	
Proof of nonprofit status or fundraising purpose may be required. Town Board approval will be required.	
Fees that are charged per one-hour block and are shorter than one are rounded up to the nearest one-hour block. Example 1.15 hours is rounded and billed as 2 hours.	
Minimum Charge based on requested/scheduled start and end time.	

Usage is not permitted before the scheduled start time or after the scheduled end time.	
Exhibits	
	Road Race, See Attached Map on June 19, 2025, from 4:00 PM – 8:00 PM.
Permitted Use and the Permitted Use Dates	Between June 1st and 19th, 2025, various areas within Veterans Park (1250 Union Road) may be utilized for pre-race preparations, including but not limited to registration. Specific dates, times, and locations for these activities will be determined by James Gehen and West Seneca Recreation.
Certificate of Insurance as outlined in Section 17	Attached

This Non-Exclusive Facilities Usage Permit & License Agreement (the “Agreement”) is made by and between the Town of West Seneca, located at 1250 Union Road, West Seneca, New York (the “Town”), and the insured Licensee as listed above (collectively, the “Parties”), and is effective as of the date executed on behalf of the Town (the “Effective Date”).

1. Subject to the conditions, obligations, and terms of this Agreement, including the Facilities Usage Rules and Regulations, the Town grants the Licensee and the Licensee’s Permitted Users a non-exclusive license (the “License”) to use the facilities specified herein. By signing this Agreement, the Licensee acknowledges that they have reviewed and understood the Facilities Usage Rules and Regulations and agrees to adhere to them. Such use shall be limited to the Permitted Use defined below.

2. Permitted Use

- A. The License is granted for the Permitted Use and the Permitted Use Dates specified above. Any modifications to this Agreement shall be at the sole discretion of the Town and must be made in writing.
- B. The Town of West Seneca reserves the right to cancel any scheduled usage dates for any reason, at any time with no notice.
- C. The Licensee will only engage in Permitted Uses; all other uses are prohibited. The Licensee will engage in Permitted Uses in a manner that will protect and not damage the Facilities and will immediately notify the Town in writing of any prohibited uses by the Licensee or its invitees.
- D. Failure of the Parties to agree upon any changes to, or extension of, the Permitted Use Dates will result in expiration of the Term; if that occurs, the Town will have no liability for damages of any kind whatsoever to the Licensee.

3. Agreement Term

- A. The term of this Agreement shall begin on and conclude on the dates listed above, unless terminated earlier in writing. The Town of West Seneca, in its sole discretion, reserves the right to cancel this agreement at any time for any reason or without cause, reason or notice. Failure to abide by this agreement and work in harmony with the Town of West Seneca could result in the termination of this agreement.
- B. No refunds will be given. All fees will still be owed for future reserved uses.

4. Licensee Representative

- A. The Licensee designates the individual named above (the “Licensee Representative”) as its authorized representative for coordinating the Permitted Use of the Facilities with the Town. The Town shall have

the right to rely on all representations and warranties made by the Licensee Representative on behalf of the Licensee. The Licensee Representative information can be found above. The Licensee Representative will be the only point of contact for the Town regarding scheduling and any other questions, comments, concerns, issues, etc. related to this agreement.

5. Payment:

- A. At the discretion of the Town, payment of use, exclusive of any additional cost incurred by the Town, shall be made no less than ten (10) calendar days prior to the Licensee's use of the Facilities. Within ten (10) calendar days after such use, the Town will issue an invoice detailing any additional maintenance, lighting, cleaning, and other costs incurred as a result of the usage. This additional invoice must be paid within thirty (30) calendar days of the invoice date, otherwise future facility use may be denied.
- B. Payments should be made to the Town of West Seneca. An additional fee will be charged for each credit card transaction, which will be added to your "amount due" at the time of payment. Payments can be made in person at the West Seneca Youth & Recreation office located at 1300 Union Road, West Seneca, NY 14224, or mailed to West Seneca Youth & Recreation, 1250 Union Road, West Seneca, NY 14224. Do not send cash through the mail.
- C. In the event of a weather-related cancellation or other unforeseen circumstances, the Town reserves the right to close facilities. During such closure, the Licensee is prohibited from using the facilities. The Licensee will not be charged for the cancelled date by the Town. No dates are guaranteed to be able to be re-scheduled and the Town shall not be responsible for any costs and/or damages as a result of such cancellation.

6. Additional Licensee Obligations and Understandings

- A. The Town of West Seneca will not provide any sound systems, announcement systems, or other equipment. The Licensee is responsible for supplying all necessary equipment.
- B. Any placement of storage containers, bins, sheds, trailers, etc., must be approved by the Highway Superintendent at least two weeks prior to placement on Town property. These items must display signs stating, "No Climbing" and any other directives from the Highway Superintendent. The Town of West Seneca is not responsible for any damage or theft of these items.
- C. The Town of West Seneca will not be responsible for or reimburse the Licensee for any lost, stolen, damaged, or vandalized items or any items left on Town property after the end of such use.
- D. The Licensee must clean the facility after use. Failure to do so may result in cleanup fees billed after the event, based on the Town's actual cleanup costs, which cannot be predetermined. The Licensee is responsible for keeping the vicinity free and clear of debris and garbage.
- E. The Licensee agrees to follow all local laws, and any rules posted at the facility or park they are using.
- F. Parking spots cannot be reserved for any Town facility.
- G. The opening and closing dates for Town Facilities vary by season and is TBD. The dates this agreement is valid for may fall before or after the opening and closing dates for the season. The Town will notify users of opening and closing dates. Facilities cannot be used before they are open or after they are closed for the season, regardless of the dates of this agreement. The Licensee understands that regardless of the dates of this agreement, the Town of West Seneca facility requested may not be open for the season, could close for the season and/or may not be available.
- H. The Licensee will cooperate and will cause the Licensee's Representative and its invitees to always cooperate with Town personnel.

7. Grassy Area, Soccer Fields & Diamond Rental

A. Rainout Procedures:

Licensees must call the Rainout Line at 716-677-4754 each weekday after 4:00 PM to confirm that the diamond is open and not closed due to weather conditions. Please note that diamonds will not be prepared on weekends or holidays, and the rainout line is not updated during those times. Weather and conditions are unpredictable and could change after the rainout line is updated for the day.

B. Reservation Policy:

Licensees cannot reserve time slots for Baseball Diamonds, Soccer Fields or Grassy Areas until after April 10 each year. This policy allows West Seneca Youth Sports, West Seneca Central School District, and West Seneca Youth & Recreation to book their necessary time slots. Licensees understand that no usage is guaranteed regardless of when this agreement was filed. Time slots are allocated on a first-come, first-served basis, and it's possible that no timeslots may be available. If April 10 falls on a weekend or holiday, the date will move to the next business day.

C. Requesting Rental:

To request a rental, the Licensee must email the desired date(s), time(s), and, if applicable, the size of the diamond or field. If any diamond or field is available, we will add the game to the schedule and notify the Licensee. If no availability exists, we will inform the Licensee so they can submit a new request. Please be aware that Recreation must submit the weekly schedule to B&G several days in advance for the upcoming week. Therefore, all usage requests and cancellations must be submitted in writing by Wednesday at 3:00 PM of the week before. Requests made after this deadline will not be accepted for the following week, which runs Monday through Sunday. All requests and cancellations should be emailed to the Recreation Department, if there is a different designated scheduler the licensee will be notified after this agreement is approved.

D. Requesting a Cancellation:

To avoid a charge for cancelation, notice must be received no later than Wednesday at 3:00 PM of the week before the usage. Fees will not be refunded or adjusted should the Licensee fail to use the date they reserved and/or if the Licensee cancels due to weather-related or other issues. The Town of West Seneca reserves the right to deny a refund of fees at any time for any reason. All requests and cancellations should be emailed to the Recreation Department. If there is a different time available, the licensee will be notified.

E. Diamond Rental Fees:

Fees apply for weekday diamond use (prepared) and weekend diamond use (unprepared). Diamonds will not be prepared on weekends, holidays, or observed union holiday dates, but Licensees may request preparation for an additional fee. To request preparation, the Licensee must contact the Highway Superintendent at least two weeks before the scheduled use. If approved, the Licensee will be informed of the preparation cost and payment due date, if different from above.

F. Diamond Lights

For diamonds with lights, it is at the discretion of the buildings and grounds department if and when the lights will be turned on and off.

G. Grassy Area Fees

The Licensee acknowledges that if they are permitted to use a grassy field, the area will not include any equipment, nets, or other items and will not be lined. The field may have lines and equipment for other events, activities, and sports. The Licensee is not permitted to make any changes or adjustments to the

area, nor should they place, keep, or store any items on Town property. If the Licensee wishes to have the area lined or marked, or if they need to place or store equipment, they must contact the Highway Superintendent at least thirty (30) calendar days prior to their first usage. Approval of such requests are not guaranteed and are at the sole discretion of the Highway Superintendent, who may impose additional fees and/or requirements.

H. West Seneca Soccer Complex:

- a. The Town of West Seneca will not provide corner flags, and all other equipment and items are not required to be supplied by the Town.
- b. Grills are not permitted at the West Seneca Soccer Complex.
- c. All persons will stay off the berm at the West Seneca Soccer Complex.

8. Races, Tournaments, Community Events, and Special Events

A. Documentation Requirements:

The Licensee must attach a race map and schedule to this agreement. Additionally, the Licensee must contact the Highway Superintendent and the Police Chief to discuss the event as part of the permit process. This communication must occur at least thirty (30) calendar days prior to the event.

B. Notification Responsibilities:

The Licensee is responsible for informing all businesses and homeowners along the race route, as well as any individuals affected by road closures. This includes properties directly on the race route and those on side streets that may be impacted. Notifications must be made at least 72 hours before the race start time. Failure to adequately inform all parties may result in the inability to host future events. It is recommended that affected parties receive a flyer detailing the event date, start and end times, and other pertinent information.

C. Specific Requirements for Races:

The Licensee must provide a detailed schedule, a list of streets that will be closed or blocked, and a race map with the list clearly indicated.

D. Requirements for Tournaments and Other Events

A complete schedule must be submitted to both the Recreation Department and the Highway Superintendent no later than fifteen (15) calendar days before the event.

E. Code Enforcement Application

The Licensee must contact the Code Enforcement Office and file an "Application for Special Events" and any other required documents in addition to this document. This must be done at least thirty (30) calendar days prior to the event date.

9. Food

- A. The sale or provision of food at the West Seneca Ice Rink, Community Center, Library, West Seneca Soccer Park, and Sunshine Park is strictly prohibited. The Town of West Seneca has an exclusive agreement with a vendor for food sales in these locations. In any other areas of town, the sale or provision of food must be discussed with the Town Board before this agreement is approved. It is the Licensee's responsibility to initiate this conversation during the initial stages of the agreement process.
- B. If food is permitted to be sold, the Licensee must contact the Code Enforcement Office to file an "Application for Special Events" and any other required documents in addition to this agreement. This must be completed at least thirty (30) calendar days prior to the event date.
- C. Outside grills are not permitted in Town Parks unless approved by the Highway Superintendent. It is the Licensees responsibility to obtain approval if an outside grill is being requested to be used.

10. Gaming

- A. If raffle tickets, auctions, or similar items are being sold, the Licensee must contact the Town Clerk's Office to complete any required documentation in addition to this agreement. This must be done at least thirty (30) calendar days prior to the event date.

11. Public Health Emergency

- A. The Parties acknowledge that during any public health emergency, the Licensee, including its vendors, employees, members and/or invitees, must take precautions to help protect against the spread of any disease, pathogen, or virus including, but not limited to, COVID-19. The Licensee will ensure that the organization adheres to all guidelines and rules made by the Centers for Disease Control and Prevention (CDC), New York State Department of Health, Erie County Department of Health, and Town of West Seneca, if applicable, and any changes to those guidelines and rules. It will be the responsibility of the Licensee to be abreast of any changes to aforementioned guidelines and rules.
- B. The Licensee, on behalf of its owners/operators/employees/players/spectators, acknowledge the contagious nature of COVID-19 and other similar pathogens, viruses and diseases, and further acknowledge that such exposure or infection may result in bodily injury, illness, permanent disability, or death. The Club hereby forever releases and waives any right to bring suit against the Town, and its officers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of any virus, pathogen and/or communicable disease, including but not limited to COVID-19 related to utilizing the Town's Facility. The Club understands that this waiver means they give up their right to bring any claims including for bodily injuries, death, disease or property losses, or any other loss, including, but not limited to, claims of negligence, tort, prima facie tort, gross negligence, breach of contract, products liability, and give up any claim seeking damages, whether known or unknown, foreseen or unforeseen.

16. Facility Alterations

- A. Neither the Licensee nor its invitees will make any alterations, improvements, or changes of any kind to any of the Facilities or other Town property. If any alterations take place, the Licensee will immediately notify the Town in writing of such prohibited alterations. If any damage is sustained to the Facilities during the Licensee's use, then the Licensee shall pay the Town for such damages.

17. Certificate of Insurance

- A. Licensee agrees to defend, indemnify and hold harmless the Town from any and all liability, damages, expenses, causes of action, suits, judgments and claims of any nature arising out of or in any manner connected with injury to persons or property which results from the Town's use and access of the Facilities, only to the extent that such liability, damages, expenses, causes of action, suits, judgments and claims do not arise out of the Town's sole negligence. The Licensee will maintain, or cause to be maintained, in full force and effect, at the Licensee's expense, one or more policies of general comprehensive liability insurance (the "Licensee's Liability Insurance") with combined single limit coverage of at least one million dollars (\$1,000,000.00) per occurrence, and at least two million dollars (\$2,000,000.00) in the aggregate, with one million dollars (\$1,000,000) umbrella coverage, naming the Town as an additional insured on a primary and noncontributory basis. If the Certificates of Insurance, demonstrating insurance coverage required by this Section, are not received by the Town at least ten (10) days prior to the Permitted Use Dates, then the Town in its sole discretion may terminate this

Agreement and/or prohibit the Licensee use of the Facilities. Certificates of Insurance upon their approval by the Town shall become part of this Agreement and shall be attached hereto as EXHIBIT C. Failure to provide a Certificate ten (10) calendar days prior to use may result in termination of this Agreement. The Town of West Seneca Insurance Company (Kathleen A. Rapasadi <KRapasadi@tompkinsfinancial.com>) will review the COI's submitted, based on review, the Town of West Seneca reserves the right to deny the COI, request changes to the COI/policy and/or change the limits or requirements at any time. The Town of West Seneca will not begin the agreement process with any person or group until after the COI has been approved by the Insurance Company.

B. Here's a checklist:

- Under the General Liability section
 - \$1,000,000 or more “Each Occurrence”
 - \$2,000,000 or more “General Aggregate”
- The additional insured box marked.
 - A retention limit of \$75,000 or less, which would be marked under the General Liability under Claims Made or Occur this section should list the Retention with the amount.
- Under the Umbrella Section
 - \$1,000,000 or more in coverage.
- Under Description
 - Wording that the Certificate Holder is an additional insured for all purposes, coverage, and claims. The Certificate Holder is an additional insured on a primary and noncontributory basis.
- Certificate Holder
 - “Town of West Seneca, 1250 Union Road, West Seneca, NY, 14224”

18. Political/Charitable/Organizations Signs and Events

It is further understood and agreed that no political signs, electioneering, supply of flyers/documents/papers or other information of a political nature shall be permitted by any candidate, political party, and/or political action committee either in support of or against any political candidate or party on any property owned by the Town of West Seneca other than on any local, state or national election day in conformance with any Election Law and/or regulation. Failure to adhere to this prohibition will result in the removal of any such signage and/or document and the immediate removal of such individual, organization, or group from Town property and the future denial of the right to use Town property in the future. Nothing herein shall prevent any individual, political party, or organization from sponsoring any charitable event for a recognized charitable organization on Town property provided that the charitable organization is a participant in the event and the full proceeds, if any, from the event are promptly paid to the charitable organization with proof of such delivery provided to the Town and acknowledged by the charitable organization. In the event that there are no charges to the general public for any registration, participation, admission, food, drink, or any other aspect of the event, the same shall not be applicable. A charitable organization shall be one authorized to act as a charity pursuant to the laws of the State of New York or as a charitable organization pursuant to the laws of the United States. Evidence of such authorization in a form acceptable to the Town shall be provided to the Town at least two weeks prior to any approval by the Town. All accounts showing amounts provided to the charitable organization shall be submitted within

fifteen (15) calendar days of the conclusion of the event. In no event shall the amount paid to the charitable organization be less than fifty percent of the gross total amount. The licensee must pick up any and all lawn signs they put out by the end of the day after the event.

19. Automated External Defibrillator (AED)

If required by law, Licensee shall provide for an AED device to be present during all uses set forth herein and shall certify that they have an AED implementation plan on file and individuals trained in the use and operation of the AED and that same shall be supplied to the Town, upon request. In the event that the provisions of the Public Health Law governing the use of an AED are not applicable to Licensee, the Licensee shall provide a statement to the Town to that effect upon execution of this agreement.

20. Smoking & Alcohol:

- A. No alcoholic beverages or rowdiness will be allowed on the premises or in the immediate vicinity of any Town facilities or property.
- B. There is no smoking of any kind permitted at any town facility.

21. Indemnification

The Licensee further agrees to defend, indemnify and hold harmless the Town of West Seneca from any claim, demand, suit, loss, cost of experience, or any damage which may be asserted, claimed or recovered against or from the Town by reason of any damage to property, personal injury or bodily injury, including death or in connection with exposure/infection/spread of COVID-19 or any other health related disease, sustained by any person whomsoever and which damage, injury, or death, arises out of or is incident to or in any way connected with the performance of this Agreement, and regardless of which claim, demand, damage, loss, cost of expense if caused in whole or in part by the negligence of the Town of West Seneca, or by third parties, or by the agents, servants, employees or factors of any of them.

22. Failure of the Parties to agree upon any changes to, or extension of, this Agreement, same will result in expiration of the Term; if that occurs, the Town will have no liability for damages of any kind whatsoever to the Licensee. The Town, in its sole discretion, may terminate this Agreement upon thirty (30) days' written notice for any reason whatsoever, including but not limited to, any violation of the Facilities Usage Rules and Regulations.

23. The Licensee will cooperate and will cause the Licensee's representatives and its invitees to always cooperate with Town personnel. The Licensee, its representative, and invitees shall not interfere with the work of Town employees and shall, in no way whatsoever, attempt to control or direct the work of any Town employee. All questions should be directed to Steve Hanavan, or his designee. The Licensee, its invitees and third parties shall obey all Federal, State, and local laws as well as all rules and regulations of the Town with respect to the use of the Facilities. The Licensee, its invitees, and third parties shall obey all directives of any law enforcement agency with respect to the use and operation of the Facilities.

24. The Licensee shall not assign any rights or responsibilities set forth in this agreement to any other party without the express, prior written consent of the Town.

25. This Agreement may be executed on behalf of the Town by the Town Supervisor or any authorized Recreation Personnel, as designated by the Town Board. The Licensee acknowledges that the signatory for the Club has the authority to execute this Agreement and bind the Club with respect to the terms and conditions contained herein.

26. In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder shall remain in force as if such provision were not a part. This Agreement sets forth the entire understanding between the Parties and may be amended solely upon the written mutual agreement of the Parties.

27. Town of West Seneca Contact Information

A. If there is more than one contact for each department you should contact all of the listed contacts unless otherwise noted in the section of the agreement for the step you are completing.


B.

Department	Title	Name	Phone	Email
Recreation	Recreation Supervisor	Lauren J. Masset	716-674-6086	lmasset@twsny.org
Highway	Highway Superintendent	Brian Adams	716-674-4850	badams@twsny.org
West Seneca Police	Police Chief	Brian Cosgrove	716-674-2943	cosgrovb@westsenecapolice.org
Code Enforcement	Code Enforcement	Jeffery Schieber	716-558-3242	jschieber@twsny.org
Town Clerks Office	Town Clerk	Kate Newton	716-558-3215	knewton@twsny.org
Rain Out Line	N/A	N/A	716-677-4754	N/A

TOWN OF WEST SENECA

Signature: _____
Printed Name: Hon. Gary Dickson, Supervisor
Date: _____
Town Board Approval Date: _____

(LICENSEE)

Signature: 
Printed Name: James Cahill
Date: 2/5/25

West Seneca Community 5K

West Seneca, NY



USATF Certificate
 NY14050JG
 Effective: 05/27/2014
 through 12/31/2024

Course Distance:	5 Km
Date Measured:	May 26, 2014
Measured By:	Jeff John <i>BuffaloRunners.com</i>
Calibration Course:	NY12130JG
Notes:	Runners may have use of entire road surface to attain shortest distance.

Mile Splits

START On Legion Dr west of Veterans Dr and 22' west of center of Pole # 47-3 (Bell Atlantic 27-3) and 14' east of steel sewer grate located on south side of Legion Dr

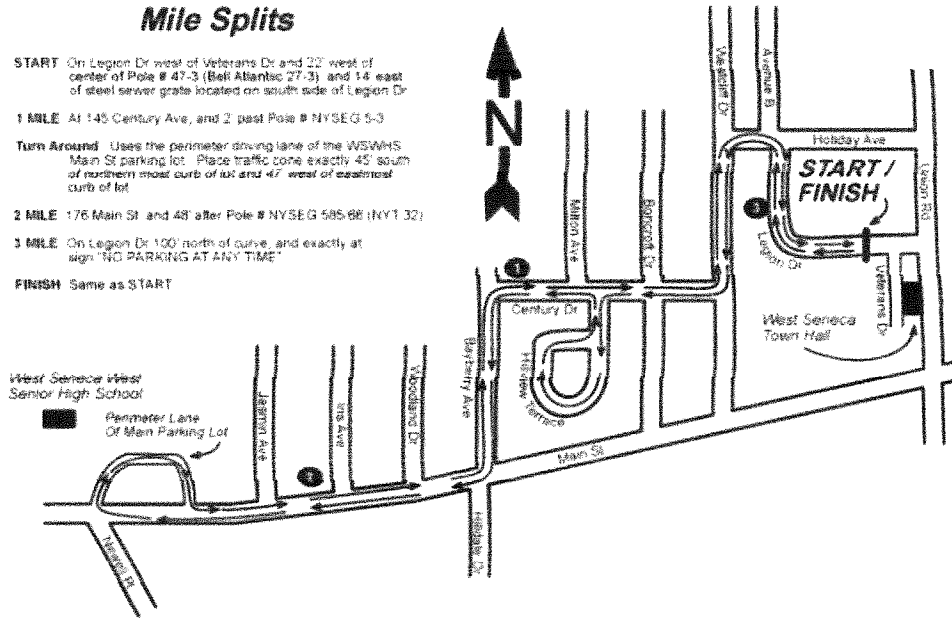
1 MILE At 145 Century Ave, and 2' past Pole # NYSEG 5-3

Turn Around Uses the perimeter driving lane of the WSWNS Main St parking lot. Place traffic cone exactly 45' south of northern most curb of lot and 47' west of easternmost curb of lot

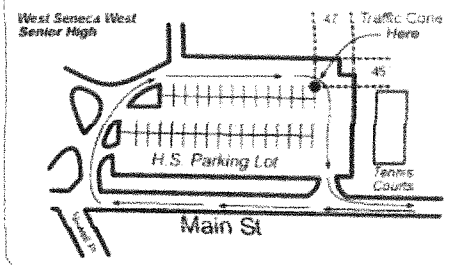
2 MILE 176 Main St and 48' after Pole # NYSEG 585.66 (NY1 32)

3 MILE On Legion Dr 100' north of curve, and exactly at sign "NO PARKING AT ANY TIME"

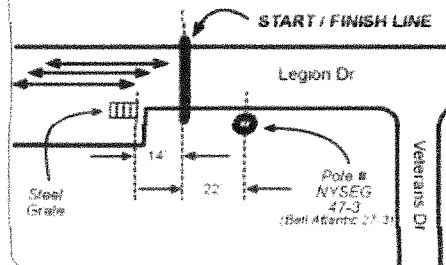
FINISH Same as START



Turn-Around Detail



START / FINISH Detail



CERTIFICATE OF INSURANCE

PRINT DATE: 1/30/2025

CERTIFICATE NUMBER: 202501301109520

AGENCY:

Edgewood Partners Insurance Center
5909 Peachtree Dunwoody Road, Suite 800
Atlanta, GA 30328
678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAMED INSURED:

USA Track & Field, Inc. West Seneca West Sports
130 East Washington Street, Suite 800 Boosters/West Seneca PBA
Indianapolis IN 46204

INSURERS AFFORDING COVERAGE:

INSURER A: Clear Blue Insurance Company NAIC #28860

EVENT INFORMATION:

West Seneca Community 5K (6/19/2025 - 6/19/2025)

POLICY/COVERAGE INFORMATION:

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	CZ26INGL0001-02	11/1/2024 12:01 AM	11/1/2025 12:01 AM	GENERAL AGGREGATE (Per Event) \$4,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$2,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$2,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$2,000,000
					PRODUCTS-COMP/OP AGG \$2,000,000
A	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	CZ27IN3X0001-02	11/1/2024 12:01 AM	11/1/2025 12:01 AM	EACH OCCURRENCE \$3,000,000
					AGGREGATE \$3,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an Additional Insured, but only when the state or governmental agency or subdivision or political subdivision has issued a permit or authorization and per the following endorsement: Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations (Form CG 2012).

The General Liability policy contains a Waiver of Subrogation provision as per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 20 01).

Excess policy follows form of underlying General Liability.

CERTIFICATE HOLDER:

Town of West Seneca
1250 Union Rd
West Seneca NY 14224

NOTICE OF CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

BLANKET WHERE REQUIRED BY WRITTEN CONTRACT, USE AGREEMENT, LOCAL ORDINANCE OR REGULATION.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.



TO: Honorable Town Board
FROM: Lauren Masset, Recreation Supervisor
DATE: February 10, 2025
SUBJECT: Recreation Supervisor Masset re Light Up the Night

Requested Action: Kindly authorize the Supervisor to execute the necessary documents to enter into an agreement with the insured Armstrongs Barbershop LLC for the Light Up the Night event (a walk to raise awareness about suicide).

RESOLUTION:

ATTACHMENTS:

1. Light Up The Night LA

**TOWN OF WEST SENECA RECREATION DEPARTMENT
NON-EXCLUSIVE FACILITIES USAGE PERMIT & LICENSE AGREEMENT**

Group/Season/Year:	Armstrong Barber Shop / Light Up The Night / 2025
The Licensee: This must match the COI	
Insured Name:	Armstrongs Barbershop LL
Located At:	2852 Seneca St Buffalo NY 14224
Licensee Representative:	
Name and Title:	Zach Armstrong
Address:	2852 Seneca St West Seneca
Phone:	716-289-8629
Email:	armstrongsbarbershop@gmail.com
Agreement Term:	
Agreement Shall Begin On:	September 20, 2025, at 3:00 PM
Agreement Shall End On:	September 20, 2025, at 11:59 PM
Invoice:	<i>This document serves as the invoice</i>
Payment is Due:	No fee
Usage Fee Type (Select 1):	
Usage Fee Type	Cost
Diamond per hour or part of hour	\$35.00
Soccer Field per hour or part of hour	\$55.00
Grassy Area per hour or part of hour	\$20.00
Road Race	\$500+ (Determined by the Highway Superintendent)
Community Event/Special Event	Fee varies based on size, purpose, and duration
Fee Notes:	
Any use type may be assessed a Buildings & Grounds, Highway, WSPD or other Town of West Seneca overtime or supply fee. This is an additional fee.	
Road Races, Special Events, Tournaments and other large events fees are determined by the West Seneca Town Board and Highway Superintendent. These vary based on the event.	
Cost may be higher or lower than what is listed above, based on size, capacity, lighting, and duration of the event.	
Proof of nonprofit status or fundraising purpose may be required. Town Board approval will be required.	
Fees that are charged per one-hour block and are shorter than one are rounded up to the nearest one-hour block. Example 1.15 hours is rounded and billed as 2 hours.	
Minimum Charge based on requested/scheduled start and end time.	
Usage is not permitted before the scheduled start time or after the scheduled end time.	

Exhibits	
Permitted Use and the Permitted Use Dates	Permitted Use Date: September 20, 2025, from 3:00 PM – 11:59 PM for LIGHT UP THE NIGHT, a walk to raise awareness about suicide. Permitted Use: See attached map.
Certificate of Insurance as outlined in Section 17	On File

This Non-Exclusive Facilities Usage Permit & License Agreement (the “Agreement”) is made by and between the Town of West Seneca, located at 1250 Union Road, West Seneca, New York (the “Town”), and the insured Licensee as listed above (collectively, the “Parties”), and is effective as of the date executed on behalf of the Town (the “Effective Date”).

1. Subject to the conditions, obligations, and terms of this Agreement, including the Facilities Usage Rules and Regulations, the Town grants the Licensee and the Licensee’s Permitted Users a non-exclusive license (the “License”) to use the facilities specified herein. By signing this Agreement, the Licensee acknowledges that they have reviewed and understood the Facilities Usage Rules and Regulations and agrees to adhere to them. Such use shall be limited to the Permitted Use defined below.

2. Permitted Use

- A. The License is granted for the Permitted Use and the Permitted Use Dates specified above. Any modifications to this Agreement shall be at the sole discretion of the Town and must be made in writing.
- B. The Town of West Seneca reserves the right to cancel any scheduled usage dates for any reason, at any time with no notice.
- C. The Licensee will only engage in Permitted Uses; all other uses are prohibited. The Licensee will engage in Permitted Uses in a manner that will protect and not damage the Facilities and will immediately notify the Town in writing of any prohibited uses by the Licensee or its invitees.
- D. Failure of the Parties to agree upon any changes to, or extension of, the Permitted Use Dates will result in expiration of the Term; if that occurs, the Town will have no liability for damages of any kind whatsoever to the Licensee.

3. Agreement Term

- A. The term of this Agreement shall begin on and conclude on the dates listed above, unless terminated earlier in writing. The Town of West Seneca, in its sole discretion, reserves the right to cancel this agreement at any time for any reason or without cause, reason or notice. Failure to abide by this agreement and work in harmony with the Town of West Seneca could result in the termination of this agreement.
- B. No refunds will be given. All fees will still be owed for future reserved uses.

4. Licensee Representative

- A. The Licensee designates the individual named above (the “Licensee Representative”) as its authorized representative for coordinating the Permitted Use of the Facilities with the Town. The Town shall have the right to rely on all representations and warranties made by the Licensee Representative on behalf of the Licensee. The Licensee Representative information can be found above. The Licensee Representative will be the only point of contact for the Town regarding scheduling and any other questions, comments, concerns, issues, etc. related to this agreement.

5. Payment:

- A. At the discretion of the Town, payment of use, exclusive of any additional cost incurred by the Town, shall be made no less than ten (10) calendar days prior to the Licensee's use of the Facilities. Within ten (10) calendar days after such use, the Town will issue an invoice detailing any additional maintenance, lighting, cleaning, and other costs incurred as a result of the usage. This additional invoice must be paid within thirty (30) calendar days of the invoice date, otherwise future facility use may be denied.
- B. Payments should be made to the Town of West Seneca. An additional fee will be charged for each credit card transaction, which will be added to your "amount due" at the time of payment. Payments can be made in person at the West Seneca Youth & Recreation office located at 1300 Union Road, West Seneca, NY 14224, or mailed to West Seneca Youth & Recreation, 1250 Union Road, West Seneca, NY 14224. Do not send cash through the mail.
- C. In the event of a weather-related cancellation or other unforeseen circumstances, the Town reserves the right to close facilities. During such closure, the Licensee is prohibited from using the facilities. The Licensee will not be charged for the cancelled date by the Town. No dates are guaranteed to be able to be re-scheduled and the Town shall not be responsible for any costs and/or damages as a result of such cancellation.

6. Additional Licensee Obligations and Understandings

- A. The Town of West Seneca will not provide any sound systems, announcement systems, or other equipment. The Licensee is responsible for supplying all necessary equipment.
- B. Any placement of storage containers, bins, sheds, trailers, etc., must be approved by the Highway Superintendent at least two weeks prior to placement on Town property. These items must display signs stating, "No Climbing" and any other directives from the Highway Superintendent. The Town of West Seneca is not responsible for any damage or theft of these items.
- C. The Town of West Seneca will not be responsible for or reimburse the Licensee for any lost, stolen, damaged, or vandalized items or any items left on Town property after the end of such use.
- D. The Licensee must clean the facility after use. Failure to do so may result in cleanup fees billed after the event, based on the Town's actual cleanup costs, which cannot be predetermined. The Licensee is responsible for keeping the vicinity free and clear of debris and garbage.
- E. The Licensee agrees to follow all local laws, and any rules posted at the facility or park they are using.
- F. Parking spots cannot be reserved for any Town facility.
- G. The opening and closing dates for Town Facilities vary by season and is TBD. The dates this agreement is valid for may fall before or after the opening and closing dates for the season. The Town will notify users of opening and closing dates. Facilities cannot be used before they are open or after they are closed for the season, regardless of the dates of this agreement. The Licensee understands that regardless of the dates of this agreement, the Town of West Seneca facility requested may not be open for the season, could close for the season and/or may not be available.
- H. The Licensee will cooperate and will cause the Licensee's Representative and its invitees to always cooperate with Town personnel.

7. Grassy Area, Soccer Fields & Diamond Rental

A. Rainout Procedures:

Licensees must call the Rainout Line at 716-677-4754 each weekday after 4:00 PM to confirm that the diamond is open and not closed due to weather conditions. Please note that diamonds will not be prepared on weekends or holidays, and the rainout line is not updated during those times. Weather and conditions are unpredictable and could change after the rainout line is updated for the day.

B. Reservation Policy:

Licensees cannot reserve time slots for Baseball Diamonds, Soccer Fields or Grassy Areas until after

April 10 each year. This policy allows West Seneca Youth Sports, West Seneca Central School District, and West Seneca Youth & Recreation to book their necessary time slots. Licensees understand that no usage is guaranteed regardless of when this agreement was filed. Time slots are allocated on a first-come, first-served basis, and it's possible that no timeslots may be available. If April 10 falls on a weekend or holiday, the date will move to the next business day.

C. Requesting Rental:

To request a rental, the Licensee must email the desired date(s), time(s), and, if applicable, the size of the diamond or field. If any diamond or field is available, we will add the game to the schedule and notify the Licensee. If no availability exists, we will inform the Licensee so they can submit a new request. Please be aware that Recreation must submit the weekly schedule to B&G several days in advance for the upcoming week. Therefore, all usage requests and cancellations must be submitted in writing by Wednesday at 3:00 PM of the week before. Requests made after this deadline will not be accepted for the following week, which runs Monday through Sunday. All requests and cancellations should be emailed to the Recreation Department, if there is a different designated scheduler the licensee will be notified after this agreement is approved.

D. Requesting a Cancellation:

To avoid a charge for cancelation, notice must be received no later than Wednesday at 3:00 PM of the week before the usage. Fees will not be refunded or adjusted should the Licensee fail to use the date they reserved and/or if the Licensee cancels due to weather-related or other issues. The Town of West Seneca reserves the right to deny a refund of fees at any time for any reason. All requests and cancellations should be emailed to the Recreation Department. If there is a different time available, the licensee will be notified.

E. Diamond Rental Fees:

Fees apply for weekday diamond use (prepared) and weekend diamond use (unprepared). Diamonds will not be prepared on weekends, holidays, or observed union holiday dates, but Licensees may request preparation for an additional fee. To request preparation, the Licensee must contact the Highway Superintendent at least two weeks before the scheduled use. If approved, the Licensee will be informed of the preparation cost and payment due date, if different from above.

F. Diamond Lights

For diamonds with lights, it is at the discretion of the buildings and grounds department if and when the lights will be turned on and off.

G. Grassy Area Fees

The Licensee acknowledges that if they are permitted to use a grassy field, the area will not include any equipment, nets, or other items and will not be lined. The field may have lines and equipment for other events, activities, and sports. The Licensee is not permitted to make any changes or adjustments to the area, nor should they place, keep, or store any items on Town property. If the Licensee wishes to have the area lined or marked, or if they need to place or store equipment, they must contact the Highway Superintendent at least thirty (30) calendar days prior to their first usage. Approval of such requests are not guaranteed and are at the sole discretion of the Highway Superintendent, who may impose additional fees and/or requirements.

H. West Seneca Soccer Complex:

- a. The Town of West Seneca will not provide corner flags, and all other equipment and items are not required to be supplied by the Town.
- b. Grills are not permitted at the West Seneca Soccer Complex.
- c. All persons will stay off the berm at the West Seneca Soccer Complex.

8. Races, Tournaments, Community Events, and Special Events

A. Documentation Requirements:

The Licensee must attach a race map and schedule to this agreement. Additionally, the Licensee must contact the Highway Superintendent and the Police Chief to discuss the event as part of the permit process. This communication must occur at least thirty (30) calendar days prior to the event.

B. Notification Responsibilities:

The Licensee is responsible for informing all businesses and homeowners along the race route, as well as any individuals affected by road closures. This includes properties directly on the race route and those on side streets that may be impacted. Notifications must be made at least 72 hours before the race start time. Failure to adequately inform all parties may result in the inability to host future events. It is recommended that affected parties receive a flyer detailing the event date, start and end times, and other pertinent information.

C. Specific Requirements for Races:

The Licensee must provide a detailed schedule, a list of streets that will be closed or blocked, and a race map with the list clearly indicated.

D. Requirements for Tournaments and Other Events

A complete schedule must be submitted to both the Recreation Department and the Highway Superintendent no later than fifteen (15) calendar days before the event.

E. Code Enforcement Application

The Licensee must contact the Code Enforcement Office and file an "Application for Special Events" and any other required documents in addition to this document. This must be done at least thirty (30) calendar days prior to the event date.

9. Food

- A. The sale or provision of food at the West Seneca Ice Rink, Community Center, Library, West Seneca Soccer Park, and Sunshine Park is strictly prohibited. The Town of West Seneca has an exclusive agreement with a vendor for food sales in these locations. In any other areas of town, the sale or provision of food must be discussed with the Town Board before this agreement is approved. It is the Licensee's responsibility to initiate this conversation during the initial stages of the agreement process.
- B. If food is permitted to be sold, the Licensee must contact the Code Enforcement Office to file an "Application for Special Events" and any other required documents in addition to this agreement. This must be completed at least thirty (30) calendar days prior to the event date.
- C. Outside grills are not permitted in Town Parks unless approved by the Highway Superintendent. It is the Licensees responsibility to obtain approval if an outside grill is being requested to be used.

10. Gaming

- A. If raffle tickets, auctions, or similar items are being sold, the Licensee must contact the Town Clerk's Office to complete any required documentation in addition to this agreement. This must be done at least thirty (30) calendar days prior to the event date.

11. Public Health Emergency

- A. The Parties acknowledge that during any public health emergency, the Licensee, including its vendors, employees, members and/or invitees, must take precautions to help protect against the spread of any disease, pathogen, or virus including, but not limited to, COVID-19. The Licensee will ensure that the organization adheres to all guidelines and rules made by the Centers for Disease Control and Prevention (CDC), New York State Department of Health, Erie County Department of Health, and Town of West Seneca, if applicable, and any changes to those guidelines and rules. It will be the responsibility of the Licensee to be abreast of any changes to aforementioned guidelines and rules.

- B. The Licensee, on behalf of its owners/operators/employees/players/spectators, acknowledge the contagious nature of COVID-19 and other similar pathogens, viruses and diseases, and further acknowledge that such exposure or infection may result in bodily injury, illness, permanent disability, or death. The Club hereby forever releases and waives any right to bring suit against the Town, and its officers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of any virus, pathogen and/or communicable disease, including but not limited to COVID-19 related to utilizing the Town’s Facility. The Club understands that this waiver means they give up their right to bring any claims including for bodily injuries, death, disease or property losses, or any other loss, including, but not limited to, claims of negligence, tort, prima facie tort, gross negligence, breach of contract, products liability, and give up any claim seeking damages, whether known or unknown, foreseen or unforeseen.

16. Facility Alterations

- A. Neither the Licensee nor its invitees will make any alterations, improvements, or changes of any kind to any of the Facilities or other Town property. If any alterations take place, the Licensee will immediately notify the Town in writing of such prohibited alterations. If any damage is sustained to the Facilities during the Licensee’s use, then the Licensee shall pay the Town for such damages.

17. Certificate of Insurance

- A. Licensee agrees to defend, indemnify and hold harmless the Town from any and all liability, damages, expenses, causes of action, suits, judgments and claims of any nature arising out of or in any manner connected with injury to persons or property which results from the Town’s use and access of the Facilities, only to the extent that such liability, damages, expenses, causes of action, suits, judgments and claims do not arise out of the Town’s sole negligence. The Licensee will maintain, or cause to be maintained, in full force and effect, at the Licensee’s expense, one or more policies of general comprehensive liability insurance (the “Licensee’s Liability Insurance”) with combined single limit coverage of at least one million dollars (\$1,000,000.00) per occurrence, and at least two million dollars (\$2,000,000.00) in the aggregate, with one million dollars (\$1,000,000) umbrella coverage, naming the Town as an additional insured on a primary and noncontributory basis. If the Certificates of Insurance, demonstrating insurance coverage required by this Section, are not received by the Town at least ten (10) days prior to the Permitted Use Dates, then the Town in its sole discretion may terminate this Agreement and/or prohibit the Licensee use of the Facilities. Certificates of Insurance upon their approval by the Town shall become part of this Agreement and shall be attached hereto as EXHIBIT C. Failure to provide a Certificate ten (10) calendar days prior to use may result in termination of this Agreement. The Town of West Seneca Insurance Company (Kathleen A. Rapasadi <KRapasadi@tompkinsfinancial.com>) will review the COI’s submitted, based on review, the Town of West Seneca reserves the right to deny the COI, request changes to the COI/policy and/or change the

limits or requirements at any time. The Town of West Seneca will not begin the agreement process with any person or group until after the COI has been approved by the Insurance Company.

B. Here's a checklist:

- Under the General Liability section
 - \$1,000,000 or more “Each Occurrence”
 - \$2,000,000 or more “General Aggregate”
- The additional insured box marked.
 - A retention limit of \$75,000 or less, which would be marked under the General Liability under Claims Made or Occur this section should list the Retention with the amount.
- Under the Umbrella Section
 - \$1,000,000 or more in coverage.
- Under Description
 - Wording that the Certificate Holder is an additional insured for all purposes, coverage, and claims. The Certificate Holder is an additional insured on a primary and noncontributory basis.
- Certificate Holder
 - “Town of West Seneca, 1250 Union Road, West Seneca, NY, 14224”

18. Political/Charitable/Organizations Signs and Events

It is further understood and agreed that no political signs, electioneering, supply of flyers/documents/papers or other information of a political nature shall be permitted by any candidate, political party, and/or political action committee either in support of or against any political candidate or party on any property owned by the Town of West Seneca other than on any local, state or national election day in conformance with any Election Law and/or regulation. Failure to adhere to this prohibition will result in the removal of any such signage and/or document and the immediate removal of such individual, organization, or group from Town property and the future denial of the right to use Town property in the future. Nothing herein shall prevent any individual, political party, or organization from sponsoring any charitable event for a recognized charitable organization on Town property provided that the charitable organization is a participant in the event and the full proceeds, if any, from the event are promptly paid to the charitable organization with proof of such delivery provided to the Town and acknowledged by the charitable organization. In the event that there are no charges to the general public for any registration, participation, admission, food, drink, or any other aspect of the event, the same shall not be applicable. A charitable organization shall be one authorized to act as a charity pursuant to the laws of the State of New York or as a charitable organization pursuant to the laws of the United States. Evidence of such authorization in a form acceptable to the Town shall be provided to the Town at least two weeks prior to any approval by the Town. All accounts showing amounts provided to the charitable organization shall be submitted within fifteen (15) calendar days of the conclusion of the event. In no event shall the amount paid to the charitable organization be less than fifty percent of the gross total amount. The licensee must pick up any and all lawn signs they put out by the end of the day after the event.

19. Automated External Defibrillator (AED)

If required by law, Licensee shall provide for an AED device to be present during all uses set forth herein and shall certify that they have an AED implementation plan on file and individuals trained in the use and operation of the AED and that same shall be supplied to the Town, upon request. In the event that the provisions of the Public Health Law governing the use of an AED are not applicable to Licensee, the Licensee shall provide a statement to the Town to that effect upon execution of this agreement.

20. Smoking & Alcohol:

- A. No alcoholic beverages or rowdiness will be allowed on the premises or in the immediate vicinity of any Town facilities or property.
- B. There is no smoking of any kind permitted at any town facility.

21. Indemnification

The Licensee further agrees to defend, indemnify and hold harmless the Town of West Seneca from any claim, demand, suit, loss, cost of experience, or any damage which may be asserted, claimed or recovered against or from the Town by reason of any damage to property, personal injury or bodily injury, including death or in connection with exposure/infection/spread of COVID-19 or any other health related disease, sustained by any person whomsoever and which damage, injury, or death, arises out of or is incident to or in any way connected with the performance of this Agreement, and regardless of which claim, demand, damage, loss, cost of expense if caused in whole or in part by the negligence of the Town of West Seneca, or by third parties, or by the agents, servants, employees or factors of any of them.

22. Failure of the Parties to agree upon any changes to, or extension of, this Agreement, same will result in expiration of the Term; if that occurs, the Town will have no liability for damages of any kind whatsoever to the Licensee. The Town, in its sole discretion, may terminate this Agreement upon thirty (30) days' written notice for any reason whatsoever, including but not limited to, any violation of the Facilities Usage Rules and Regulations.

23. The Licensee will cooperate and will cause the Licensee's representatives and its invitees to always cooperate with Town personnel. The Licensee, its representative, and invitees shall not interfere with the work of Town employees and shall, in no way whatsoever, attempt to control or direct the work of any Town employee. All questions should be directed to Steve Hanavan, or his designee. The Licensee, its invitees and third parties shall obey all Federal, State, and local laws as well as all rules and regulations of the Town with respect to the use of the Facilities. The Licensee, its invitees, and third parties shall obey all directives of any law enforcement agency with respect to the use and operation of the Facilities.

24. The Licensee shall not assign any rights or responsibilities set forth in this agreement to any other party without the express, prior written consent of the Town.

25. This Agreement may be executed on behalf of the Town by the Town Supervisor or any authorized Recreation Personnel, as designated by the Town Board. The Licensee acknowledges that the signatory for the Club has the authority to execute this Agreement and bind the Club with respect to the terms and conditions contained herein.

26. In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder shall remain in force as if such provision were not a part. This Agreement sets forth the entire understanding between the Parties and may be amended solely upon the written mutual agreement of the Parties.


27. Town of West Seneca Contact Information

- A. If there is more than one contact for each department you should contact all of the listed contacts unless otherwise noted in the section of the agreement for the step you are completing.
- B.

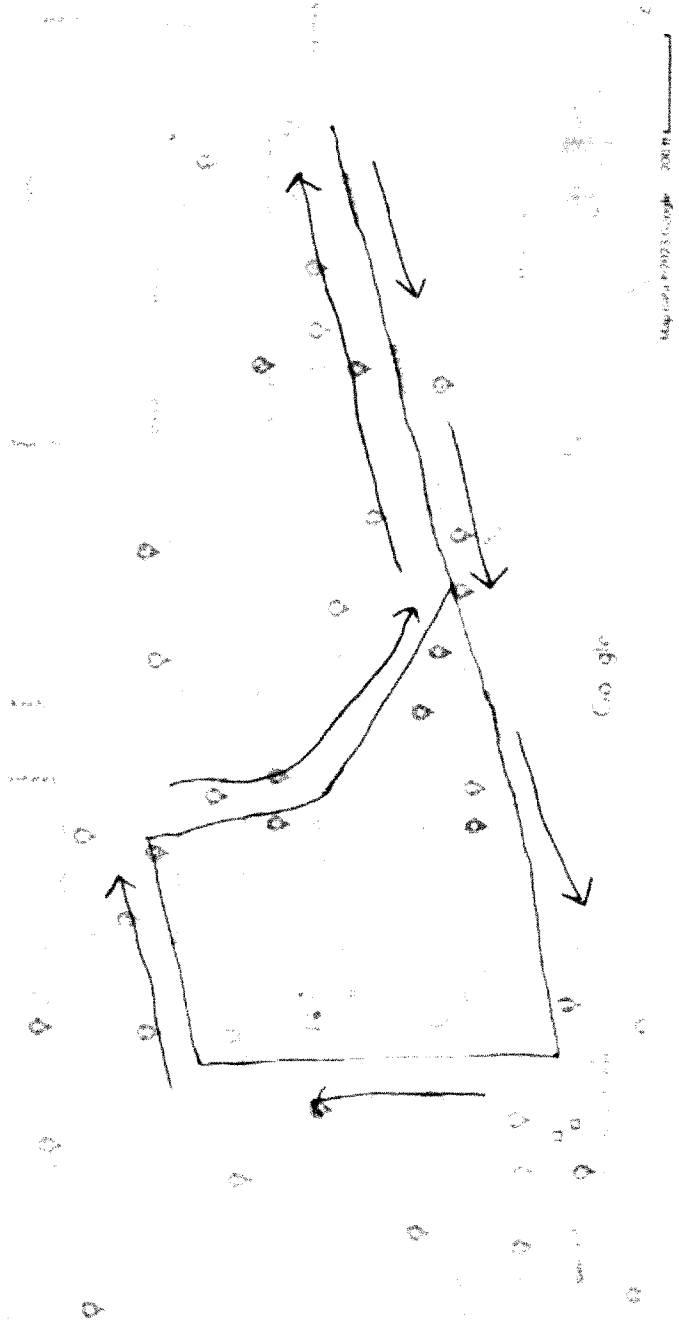
Department	Title	Name	Phone	Email
Recreation	Recreation Supervisor	Lauren J. Masset	716-674-6086	lmasset@twsny.org
Highway	Highway Superintendent	Brian Adams	716-674-4850	badams@twsny.org
West Seneca Police	Police Chief	Brian Cosgrove	716-674-2943	cosgrovb@westsenecapolice.org
Code Enforcement	Code Enforcement	Jeffery Schieber	716-558-3242	jschieber@twsny.org
Town Clerks Office	Town Clerk	Kate Newton	716-558-3215	knewton@twsny.org
Rain Out Line	N/A	N/A	716-677-4754	N/A

TOWN OF WEST SENECA

Signature: _____
 Printed Name: Hon. Gary Dickson, Supervisor
 Date: _____
 Town Board Approval Date: _____

(LICENSEE)
 Signature: 
 Printed Name: Zach Armstrong
 Date: 01/21/2025

Google Maps



1. Start at Ebenezer Ale House
2. Take Seneca to Union
3. Union to Main
4. Main to Mill
5. Mill to Seneca
6. Back to Ebenezer Ale House



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THE KELLER GROUP, INC 997 Union Rd West Seneca NY 14224	CONTACT NAME: Jennifer Wier PHONE (A/C, No, Ext): (716) 675-5008 E-MAIL ADDRESS: jwier@schunkeins.com	FAX (A/C, No): (716) 675-3623
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: New York Central Mutual~	NAIC # 14834
INSURED Armstrongs Barber Shop LLC 2852 Seneca St Buffalo NY 14224	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2442405501 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

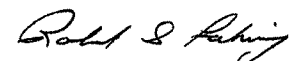
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		6157729	06/02/2024	06/02/2025	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
	<input type="checkbox"/> MED EXP (Any one person) \$ 5,000 <input type="checkbox"/> PERSONAL & ADV INJURY \$ 1,000,000 <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000	
	AUTOMOBILE LIABILITY						<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						<input type="checkbox"/> OCCUR	EACH OCCURRENCE \$
	EXCESS LIAB						<input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$
	DED RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of West Seneca is included as additional insured on a primary non-contributory basis per written contract for Suicide Awareness Walk September 14,2024

CERTIFICATE HOLDER

CANCELLATION

Town of West Seneca 1250 Union Rd West Seneca NY 14224	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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TO: Honorable Town Board
FROM: Molly Martin, Deputy Town Clerk
DATE: February 10, 2025
SUBJECT: Town Clerk Newton re Town Clerk monthly report for January 2025

Requested Action: Receive and file

RESOLUTION:

ATTACHMENTS:

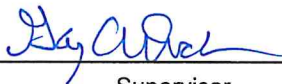

1. TC Jan 202520250206133612

Account#	Account Description	Fee Description	Qty	Local Share
003.2113.0025	San Sewer #13.Sewer Taps	Sewer Tap W.S #13	1	400.00
		Sub-Total:		\$400.00
A1255	Conservation	Conservation	4	3.88
	Other Clerk Revenue	95g Garbage tote	4	320.00
		Fire Alarm 2nd to 6th	3	150.00
		Freedom of Information	3	37.50
		Garbage/Recycling Totes	6	440.00
		Police Alarm 4th & 5th Alarm	1	50.00
		Police Report Copy	63	630.00
		Snow Plow/Snow Removal Permit	3	75.00
		Sub-Total:		\$1,706.38
A1603	Vital Statistics	Death Certified Copy	111	1,420.00
		Marriage Certified Copy	30	300.00
		Marriage License	5	37.50
		Sub-Total:		\$1,757.50
A2110	Zoning Fees	Zoning Board of Appeals	6	960.00
		Sub-Total:		\$960.00
A2115	Planning Fees	Rezoning Applications	1	300.00
		Sub-Total:		\$300.00
A2530	Racing & Wagering Fees	Bell Jar License	1	10.00
		Raffle License	1	10.00
		Sub-Total:		\$20.00
A2540	Racing & Wagering Fees	Bingo License	43	322.50
		Bingo Proceeds	3	37.87
		Sub-Total:		\$360.37
A2544	Dog License	Dog - Multiple Housing License	1	50.00
		Dog Redemption	1	50.00
	Dog Licensing	Female, Spayed	97	970.00
		Female, Unspayed	9	135.00
		Male, Neutered	107	1,070.00
		Male, Unneutered	10	150.00
		Replacement Tags	3	9.00
	Senior Discount	Senior Discount	61	-457.50
		Sub-Total:		\$1,976.50
A2555	Building Permits	Building Application	32	2,598.75
		Electrical Inspection Permit	35	6,400.00
		Electrical Reinspection	8	480.00
		Electrician License	67	6,700.00
		Sign Permit	4	316.25
		Sub-Total:		\$16,495.00
A2565	Plumbing Fees	Plumber's License	21	2,630.00
		Plumbing Exams	1	130.00
		Plumbing Plans	17	1,003.50

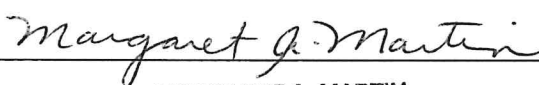
Account#	Account Description	Fee Description	Qty	Local Share
		Sewer License	2	150.00
			Sub-Total:	\$3,913.50
A631	Due to Other Governments	EZPass Sales	1	25.00
			Sub-Total:	\$25.00
TA32	Trust & Agency	Recreation Fee	1	375.00
			Sub-Total:	\$375.00
Total Local Shares Remitted:				\$28,289.25
Amount paid to:	New York State Comptroller's Office			513.75
Amount paid to:	NYS Ag. & Markets for spay/neuter program			261.00
Amount paid to:	NYS Dept. Of Health For Marriage Lic.			112.50
Amount paid to:	NYS Environmental Conservation			66.12
Total State, County & Local Revenues:		\$29,242.62	Total Non-Local Revenues:	
			\$953.37	

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Kate Newton, Town Clerk, Town of West Seneca during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

	<u>2/4/2025</u>		<u>2.3.2025</u>
Supervisor	Date	Town Clerk	Date

Notary Block:



MARGARET A. MARTIN
Lic. # 01MA6318702
Notary Public, State of New York
Qualified in Erie County
Commission Expires February 2, 2027