

Town of West Seneca

To: Honorable Town Board
From: William P. Hanley Jr.
Date: January 29, 2019
Re: West Seneca Soccer Park Improvement

Honorable Town Board:

Per the agreement dated June 18, 2018 regarding West Seneca and WNY Flash, please allow the re-construction of the illuminated sign located at the Seneca St. entrance to the West Seneca Soccer Complex.

Note that any improvement greater than five hundred dollars (\$500.00) must have Town Board approval prior to initiation.

Respectfully,

William P. Hanley Jr.

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

This Non-Exclusive Facilities Usage Permit & License Agreement (the “Agreement”) is by and between the Town of West Seneca, located at 1250 Union Road, West Seneca, New York (the “Town”), and the Western New York Flash, located at 7070 Seneca Street, Elma New York 14059 and New York State West Youth Soccer Association P.O. Box 1247 Corning, NY 14830 (collectively, the “Parties”), and is effective the date the term of this Agreement commences (the “Effective Date”).

RECITALS

WHEREAS, the Town owns and operates certain recreation facilities, including but not limited to: baseball diamonds, softball diamonds, soccer fields and an ice rink; and

WHEREAS, the Licensee desires to use a Town owned and operated recreation facility for the purpose of conducting games, practices or any other permitted use as set forth in this Agreement; and

WHEREAS, the Town is willing to permit the Licensee, and its employees, volunteers, agents, representatives and invitees to use the Facilities upon the terms, and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Subject to the conditions, obligations and terms of this Agreement, including the Facilities Usage Rules and Regulations, set forth and attached hereto as EXHIBIT A, the Town grants the Licensee and the Licensee’s Permitted Users a non-exclusive license (the “License”) to use the facilities set forth and described within the hereto attached EXHIBIT B (the “Facilities”). By executing this Agreement, Licensee acknowledges and affirms it has reviewed and understands it shall be obligated to follow the Facilities Usage Rules and Regulations. Such use shall be solely for the Permitted Use as set forth below.

2. The License shall be the Permitted Use and the Permitted Use Dates as set forth and attached hereto as EXHIBIT C. Any changes to any provisions set forth in this section must be agreed to in writing by the Town, acting in its sole discretion.

3. The term of this Agreement shall commence on April 1, 2018 and end on October 1, 2023, unless terminated earlier in writing as provided by the Agreement.

4. The Licensee designates the individual named below (the “Licensee Representative”) as the Licensee’s authorized representative with whom the Town will work to facilitate the Permitted Use of the Facilities. The Town shall have the absolute right to rely upon representations and warranties made by the Licensee Representative purportedly on behalf of the Licensee:

Licensee Representative

Renee Meier
WNY Flash Administrator
7070 Seneca Street
Elma NY 14059
716.655.7529
email: rmeier@sahlen.com

5. a.) In light of an agreement between the Licensee and West Seneca Soccer involving joint training of teams, the sponsorship of teams for play in Buffalo and Western New York Junior Soccer League, joint use of players/coaches and reciprocal use of facilities, the Licensee shall annually pay a single flat fee to the Town for the right to use the Facilities during the term of this Agreement in the amount of \$15,000.00 (the “Facility Use Fee”).

b.) Licensee shall be entitled to abate its annual Facility Use Fee by making certain capital improvements to the Facility in accordance with the terms of this Agreement. On or before February 1 of each term year the Licensee shall provide to the Licensor a schedule of proposed capital improvements to the Facility. Upon approval of such improvements as set forth in this Agreement, then the Licensee shall make such capital improvements. On or before November 15 the Licensee shall provide to the Licensor an accounting of all expenses for capital improvements for the term year. Upon review and approval of the expenses by the Licensor, a revised invoice shall be issued if for the unabated remainder of the Facility Use Fee. Such invoice shall be payable within thirty (30) days of receipt.

c.) **THIS DOCUMENT SERVES AS AN INVOICE FOR THE FACILITY USE FEE.** Checks shall be made payable to Town of West Seneca. There is an additional fee for credit card transactions. Payments may be submitted in person at West Seneca Youth & Recreation, 1300 Union Road West Seneca, NY 14224. Payments may also be submitted via first class mail to at West Seneca Youth & Recreation 1250 Union Road West Seneca, NY 14224.

6. Other Licensee obligations:

a.) Soccer Field Rental Licensee must book fields through Mark Molloy and provide schedule to West Seneca Recreation office.

b.) Any improvements the Licensee wishes to abate their Facility Usage fee which cost less than \$500.00 must be approved by the West Seneca Highway Superintendent, and those improvements which cost \$500.00 or more shall be approved by the Highway Superintendent and West Seneca Town Board.

c.) The Licensee must follow the Town of West Seneca procurement policy with regards to expenses for making park improvements.

d.) Any improvements made to the park become property of the Town of West Seneca.

7. Other Town obligations: N/A

8. 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. The Town, in its sole discretion, may terminate this Agreement on the basis of any termination right set forth anywhere in this Agreement, including but not limited to any violation of the Facilities Usage Rules and Regulations.

9. 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.

10. The Licensee will cooperate and will cause the Licensee's Representative and its invitees to cooperate with the Town's personnel at all times.

11. 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 by the Facilities during the Licensee's use, then the Licensee shall pay the Town for such damages.

12. The Licensee agrees to 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 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 three million dollars (\$3,000,000.00) in the aggregate, naming the Town as an additional insured. If the Certificates of Insurance, demonstrating insurance coverage required by this Section, are not received by the Town 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 D. An approved insurance certificate must be filed at least thirty (30) days prior to Licensee's use of the

WNY Flash (2018)

Facilities. Failure to provide a Certificate thirty (30) days prior to use may result in termination of this Agreement. Certificates of Insurance must list the Town of West Seneca 1250 Union Road West Seneca, NY 14224.

13. Each of the Parties acknowledges that it is not an agent for the other, and the Parties will not make any such assertions. This Agreement may be executed on behalf of the Town by any authorized Recreation Personnel, as designated by the Town Board. 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.

TOWN OF WEST SENECA

By: Sheila M. Meegan, West Seneca Town Supervisor
Dated:

LICENSEE

By: Renee Meier
Dated:

1. If the Town cancels events, games, gatherings or other scheduled activities due to weather or any other conditions, Licensee is prohibited from using the facilities. If Licensee cancels any scheduled use or will not be using the scheduled facility use, the Recreation Department must be notified in advance. The Town will, at the request of the Licensee, make a good faith effort to reschedule any uses canceled by the Town due to weather. If the town is unable to reschedule any canceled game, Licensee will not be entitled to any refund from the Town.

Fees will not be refunded or adjusted should the Licensee fail to use the date they reserved. Fees will not be refunded or adjusted if usage is canceled due to weather related issues. Usage dates are not required to be rescheduled if they are canceled for weather related issues.

The Town of West Seneca reserves the right to deny a refund of fees should the Licensee wish to withdraw from usage prior to it's scheduled start date.

2. Licensee agrees to pay the Town the total rental fee for use of the Town facility specified upon execution of this agreement. (Payment in full is required) Unless other wise listed in section 5 of this agreement.
3. Licensee is responsible for keeping the Kiwanis youth center, diamond, field, park or rink and other areas in the vicinity free and clear of debris and garbage.
4. No alcoholic beverages or rowdiness will be allowed on the premises or in the immediate vicinity of any Town facilities or property.
5. There is no smoking of any kind permitted inside any town facility.
6. When using the Ice Rink all "Rink Rules" must be followed. These are posted in the main lobby of the ice rink.
7. Failure of Licensee to abide by the terms of this agreement may result in cancellation of this License by the Town.
8. Licensee acknowledges that its players have made themselves familiar with the terms of the Agreement and finds such terms acceptable.
9. Players and spectators WILL stay OFF the berm, if using the West Seneca Soccer Park.
10. Parking spots cannot be reserved for any Town facility
11. West Seneca Youth & Recreation reserves the right to cancel any scheduled use at any time, with no notice.
12. If using the West Seneca Ice Rink no "outside" food or drink should be brought in. Food should be purchased from the concession area within the rink.
13. Failure to abide by this agreement and work in harmony with the Town of West Seneca could result in termination of this agreement. No refunds will be given. All fees will still be owed for future reserved field uses.

EXHIBIT B - (the "Facilities") – Use

WNY Flash (2018)

Soccer Complex (Fields) - In addition to the facility used, licenses and participants shall receive us of bathroom facilities, and walking path (if available).

EXHIBIT C - Permitted Use and the Permitted Use Dates

See attached.

TOWN OF WEST SENECA

By: Sheila M. Meegan, West Seneca Town Supervisor
Dated:

(LICENSEE)

By: Renee Meier
Dated:

Scope: All new white led lighting for the soccer ball and WSSC sign.
 Two new single side "Sahlens" signs illuminated with white leds.
 Replace stars with new aluminum and add two logos
 Repaint the whole sign to match Sahlens colors



	716-876.6366 FAX 876.7729 1628 Elmwood Ave Buffalo NY 14207	Customer: Sahlens WS Soccer Complex Job Site: 3747 Seneca St. WS NY 14224	Job # Date: 7.27.18 Scale: 3/16=1" Sq Ft: 88	Sales Rep: PF Designer: PF	*Property of N.A.S. SIGN COMPANY © 2018 all rights reserved
	THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODES. THIS INCLUDES BINDING AND GROUNDING OF THE SIGN.	<input type="checkbox"/> Change: Please modify the design as marked above and resend <input type="checkbox"/> Accepted: The above specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Please submit approvals to ar@nassigncompany.com	Accepted by (Print name): _____ Title: _____ Company: _____ Date of Acceptance: _____ Signature: _____	Accepted by (Print name): _____ Title: _____ Company: _____ Date of Acceptance: _____ Signature: _____	Accepted by (Print name): _____ Title: _____ Company: _____ Date of Acceptance: _____ Signature: _____