

TOWN OF WEST SENECA



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TOWN SUPERVISOR
SHEILA M. MEEGAN
TOWN COUNCIL
EUGENE P. HART
WILLIAM P. HANLEY, JR.

MEMO

To: The Honorable Town Board
From: Tina M. Hawthorne, Town Attorney
Date: August 8, 2019
Subject: Usage Permit and License Agreement with South Buffalo Rugby Club

The South Buffalo Rugby Club seeks Town Board approval to make an improvement to Tim Russert Park. They want to install a semi-permanent rugby goal post system at the Park. The system is designed such that they can set up and/or take down their goal posts as needed. I have enclosed information received from South Buffalo Rugby Club regarding the Stumposts MFG system they are requesting to install.

I have attached a Usage Permit and License Agreement with South Buffalo Rugby Club. Kindly permit the Supervisor to execute the necessary documents to enter into an Agreement with the South Buffalo Rugby for the use of Tim Russert Park.

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"), Matthew LaLonde, located at 455 Traverse Boulevard, Tonawanda, New York 14223, and the insured United States of America Rugby Football Union USA Rugby, located at 2655 Crescent Drive Lafayette, CO 80026 (collectively, the "Parties"), and is effective the date it was executed on behalf of the Town (the "Effective Date").

Recitals

WHEREAS, the Town owns and operates certain recreation facilities, including but not limited to: parks, 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 January 1, 2020 and end on December 31, 2025 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: South Buffalo Rugby Club

Licensee Representative

Name: Matthew LaLonde

Address: 455 Traverse Boulevard, Tonawanda, New York 14223

Phone Number: (716) 866-8539

Email Address: matthew.j.lalonde@gmail.com

5. The Licensee must pay in accordance with the payment schedule below per each calendar year on January 1st of each year for the right for the right to use the Facilities during the term. After the Licensee's use of the Facilities, the Town shall provide an invoice setting forth any additional buildings and grounds maintenance costs resulting from the use. The invoice shall be paid within fifteen (15) days of Licensee's receipt. See Exhibit A #1.

Year	Fee	Due
January 1, 2020 – December 31, 2020	\$2,000.00	January 1, 2020
January 1, 2021 - December 31, 2021	\$2,200.00	January 1, 2021
January 1, 2022 - December 31, 2022	\$2,400.00	January 1, 2022
January 1, 2023 - December 31, 2023	\$2,600.00	January 1, 2023
January 1, 2024 - December 31, 2024	\$2,800.00	January 1, 2024
January 1, 2025 – December 31, 2025	\$3,000.00	January 1, 2025

THIS DOCUMENT SERVES AS AN INVOICE FOR THE FACILITY USE FEE.

Checks should be made out to Town of West Seneca
There is an additional fee for credit card transactions.

Payments can be in person at West Seneca Youth & Recreation, 1300 Union Road, West Seneca, NY 14224

Payments can be submitted via mail to at West Seneca Youth & Recreation, 1300 Union Road West Seneca, NY 14224. No currency should be sent in the mail. Checks only.

In the event payment is not received by January 15th of each year, a \$50.00 late fee will be charged.

6. Other Licensee obligations:

Any improvements the Licensee wishes to make to the Town facilities that costs:

- Under \$500.00 must be approved by the West Seneca Highway Superintendent;
- Over \$500.00 must be approved by the West Seneca Town Board Approved.

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

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

For all uses: Licensee must provide their own sound/announcement system and all other equipment.

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

Baseball Diamond Rental Licensee must call the Rainout Line (716-677-4754) on each usage date after 4:00 PM to ensure the diamond is not closed due to weather related conditions.

Races/Tournaments/Community Events/Special Events/Other Events:

Licensee must attach a race map and schedule to this agreement.

Licensee must contact Highway Superintendent Matthew D. English (716-674-4850), Police Chief Dan Denz (716-674-2943) and Emergency Disaster Coordinator Daniel McCartan (716-583-0183) to discuss this event during the permit process.

7. Other Town obligations: None.

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, judgment, and claims of any nature arising out of or in any manner connected with injury to persons or property which results from the Licensee's use and access of the Facilities, only to the extent that such liability, damage,

13. 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 Licensee'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 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, 1300 Union Road, West Seneca, New York 14224.

14. Each of the Parties acknowledges that it is not an agent for the other, and that Parties will not make any such assertions. The Agreement may be executed on behalf of the Town by any authorized Recreation Personnel, as designate by the Town Board. In the event any provisions of this Agreement is determined to be invalid or unenforceable, the remainder shall remain in force as if such provision were not a part. The Agreement sets forth the entire understanding between the Parties and may be amended solely upon the written mutual agreement of the Parties.

15. The parties acknowledge there is currently an Agreement between them from 2017 that expires December 31, 2020. The parties agree that the 2017 Usage Permit & License Agreement between them shall be terminate on December 31, 2019 in favor of this Agreement.

TOWN OF WEST SENECA

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

SOUTH BUFFALO RUGBY CLUB

Signature: _____
By: Matthew LaLonde, Representative
Dated: _____

EXHIBIT A - Facilities Usage Rules and Regulations

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 10 business days in advance or the Licensee will be charged for this use. 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 the 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 otherwise listed in Section 5 of this agreement.
3. Licensee is responsible for keeping the community center, diamond, field, park, rink, band shell, and any 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

EXHIBIT B - (the "Facilities") - Use

Parks, Soccer Complex (Fields) and Diamonds - In addition to the facility used, licenses and participants shall receive use of bathroom facilities, and walking path (if available). The West Seneca Soccer Complex and all Ball Diamonds will close October 1, 2019 for the season.

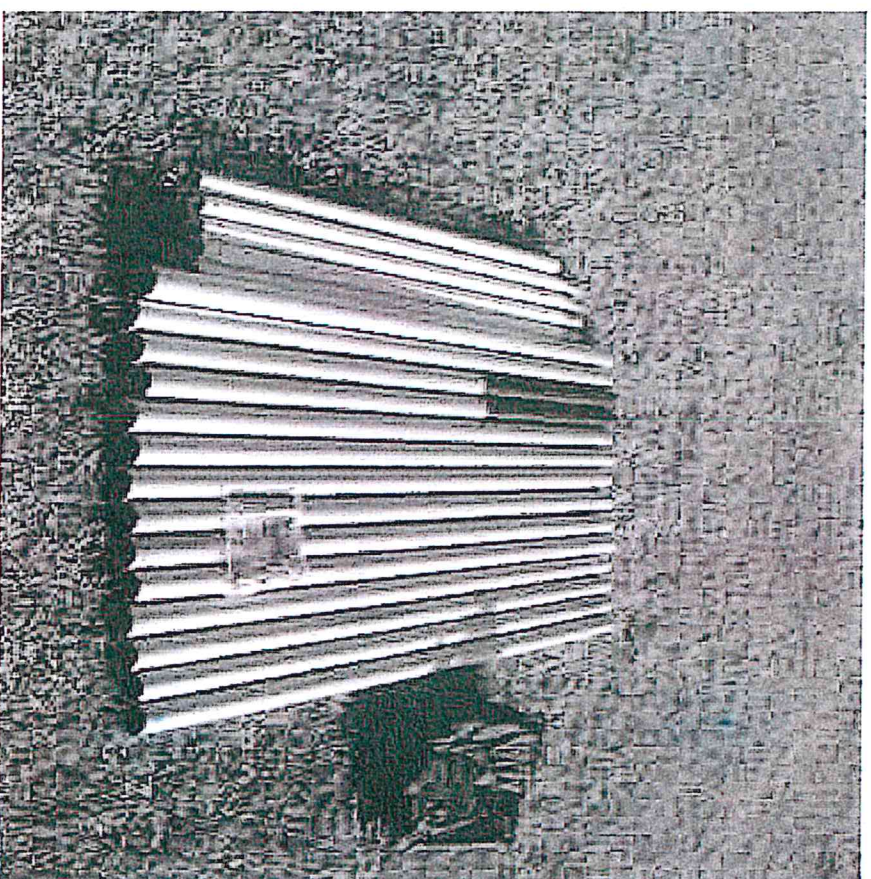
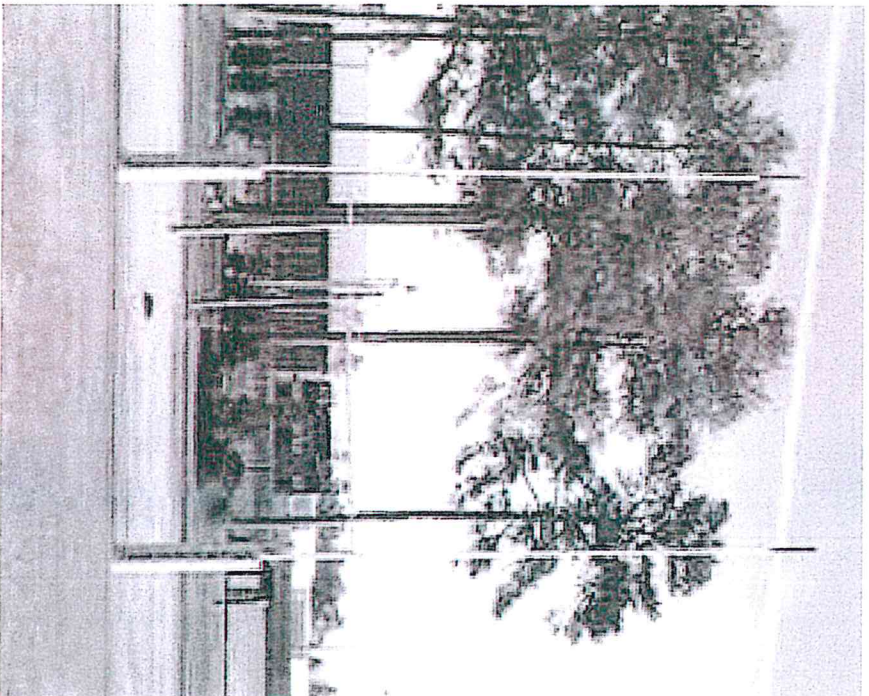
West Seneca Ice Rink - Bathrooms facilities, locker rooms (if available) and lobby. Use of the sound system, scoreboard, etc. will not be permitted unless arranged with West Seneca Buildings & Grounds Dept and/or West Seneca Youth Hockey a minimum of ten business days in advance.

EXHIBIT C - Permitted Use and the Permitted Use Dates

Tim Russert Park on Indian Church Road, West Seneca, New York

Stumpposts MFG

Sectional Goalposts



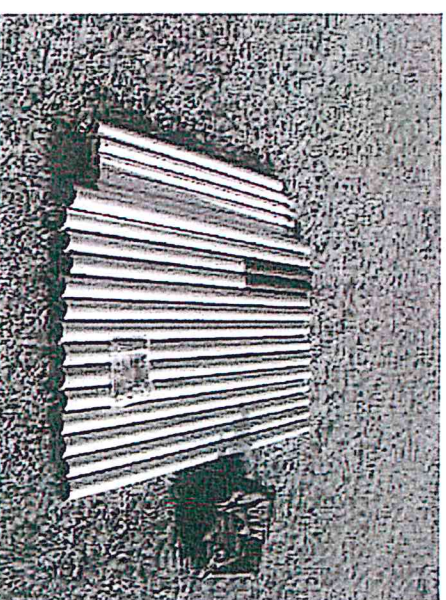
Stumposts MFG

- Stumposts is a progressive company born from the idea of Aaron (Stumpy) Bontly who is the owner of the company and resides in Columbia, South Carolina. Stumpy is a hooker and a flanker. He has played on club and select sides all over the country. He currently plays on Columbia's Old Grey Rhino RFC, Coaches Columbia Bombshells WRFC, and coaches Irmo High school RFC. He was also a member of the ALL-ARMY rugby team in 2005, as well as a member of the Presidents 15's Select RFC. The products we offer are semi-permanent rugby goal post systems designed for teams that have to set up and/or take down their goal posts for each game or practice. Our products are geared toward teams and clubs that are either renting, or borrowing space for their fields. These teams may or may not be allowed to put up a permanent set of goal posts. Our design provides an alternative to the afore mentioned problem.

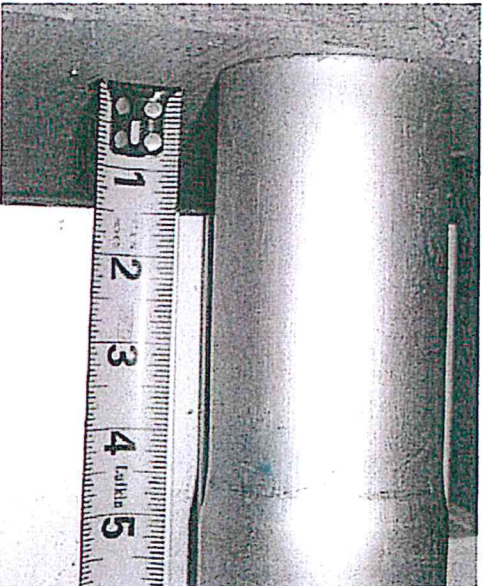
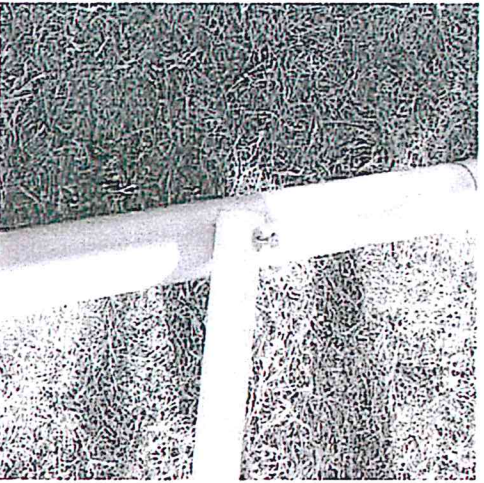
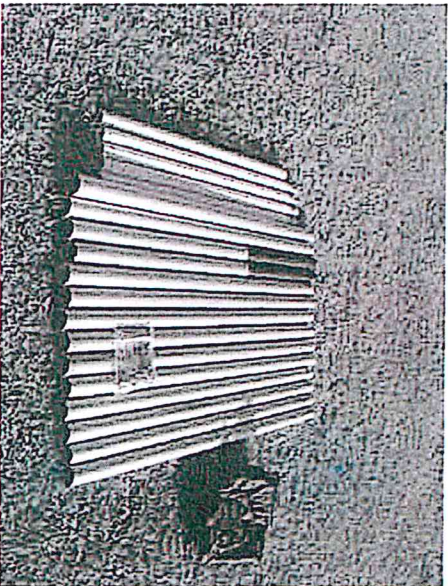
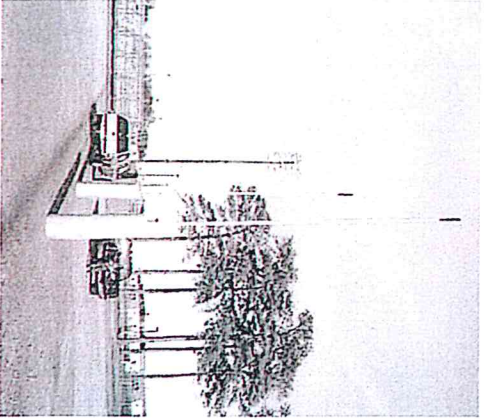
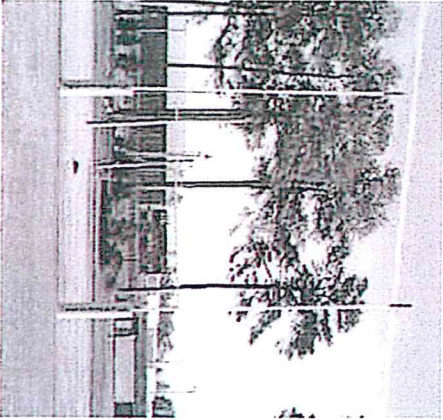
Models

- **THE FORWARD**

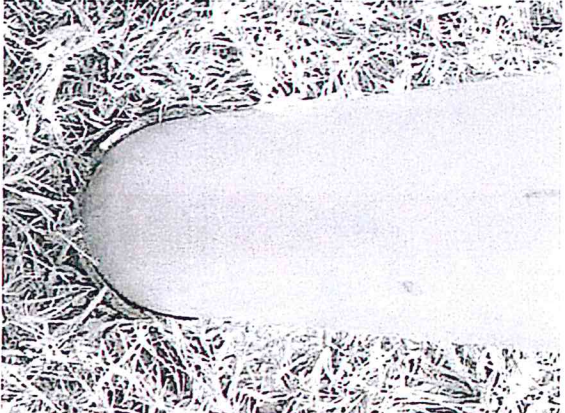
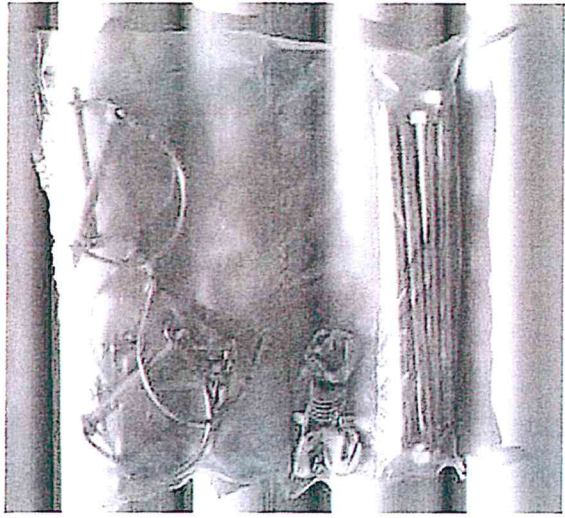
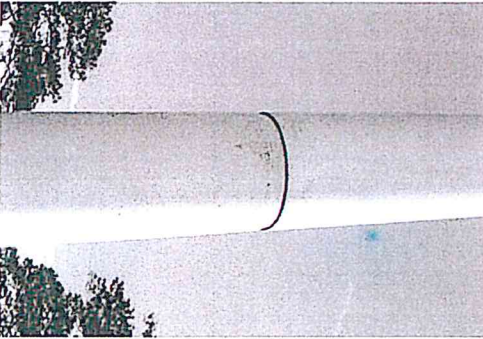
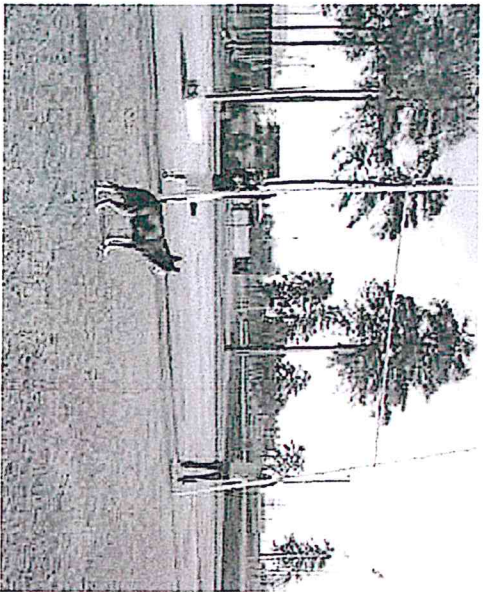
- The FORWARD model stands 37 feet high and utilizes 2-1/2" diameter X 59" long sections that slide together with a 4-1/2" swedged joint. Poles are powder coated silver and the tips can be painted any color. Black is standard. Crossbar sections are 2" diameter X 57" long. They slide together with a 4 inch swedged joint. Sections are held in place by 1/4" X 2" wire lock pins. 30" PVC ground sleeves and ground caps are provided. The FORWARD model is for teams that want regulation height, and transportable goal posts. The FORWARD has been featured in the 2006 and 2007 USA Rugby National Championship Tournament for both men and women.



FORWARD photos



More Photos



INSTALLATION INSTRUCTIONS

STEP 1 - Measure out where the goal post will be located. Must be 18'6" between

poles or 9'3" from center mark on goal line for both poles. (center mark is half way between corner flags on goal line)

STEP 2 - Dig a 3 to 4 inch diameter to a depth of 28 inches. Use a post hole digger or an earth auger.

Step 3 - Place base pole sleeve into the first hole, then connect the crossbar upright section without the cross bar. Plumb the pole with a level.

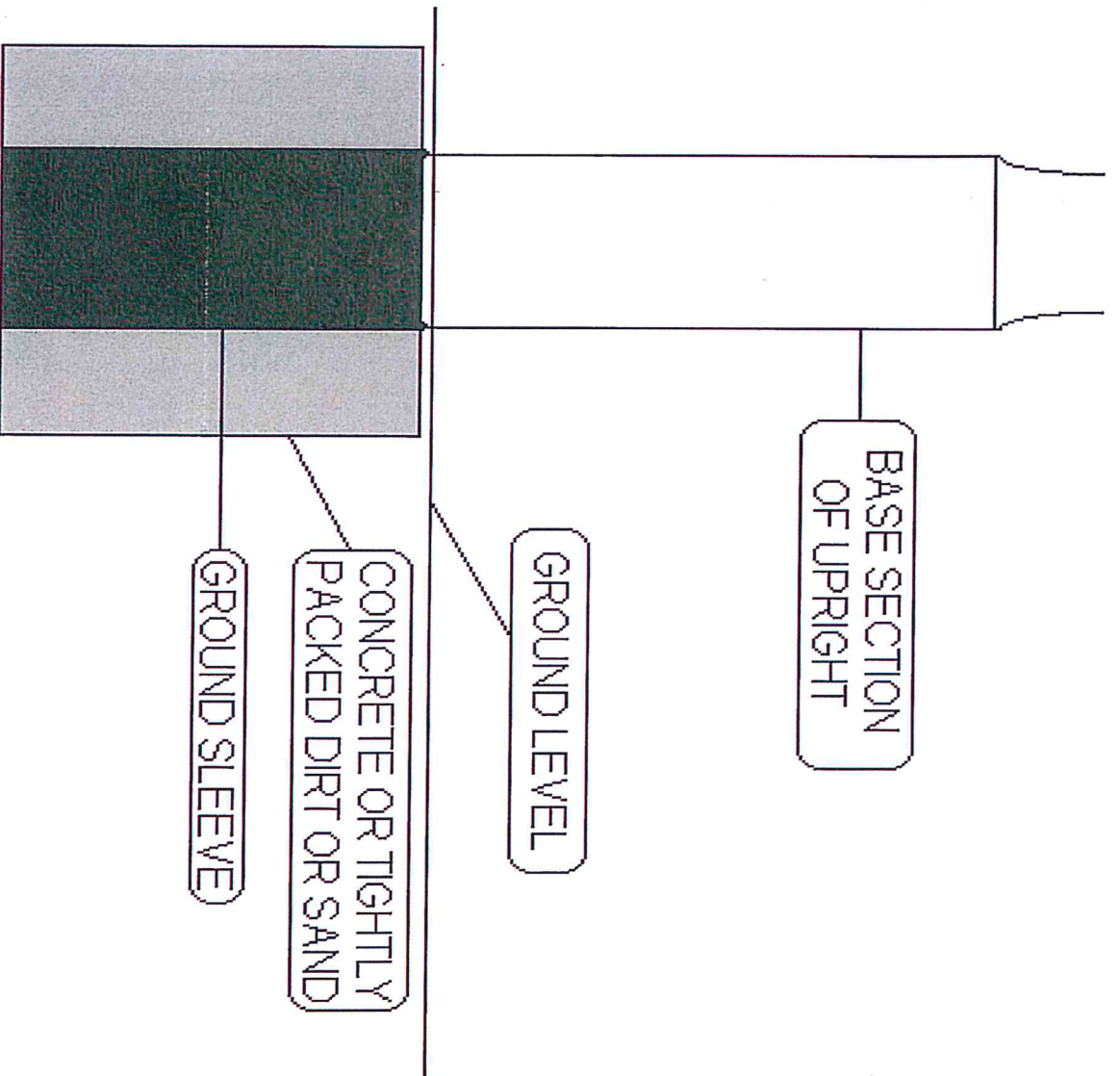
STEP 4 - Fill hole with concrete and let it setup, making sure to brace the poles once they are plumb and straight. If using dirt or sand you must periodically pack the material and replumb the pole while filling the hole.

STEP 5 - Assemble and attach the crossbar to the upright section.

STEP 6 - Then repeat steps 1 thru 5 on the other pole. This will allow you to use the crossbar to make sure the other pole is straight.

STEP 7 - Remove the poles from the ground sleeves and let concrete fully harden.

STEP 8 - Preassemble the complete goalpost on the ground and slowly walk them into the ground sleeves.

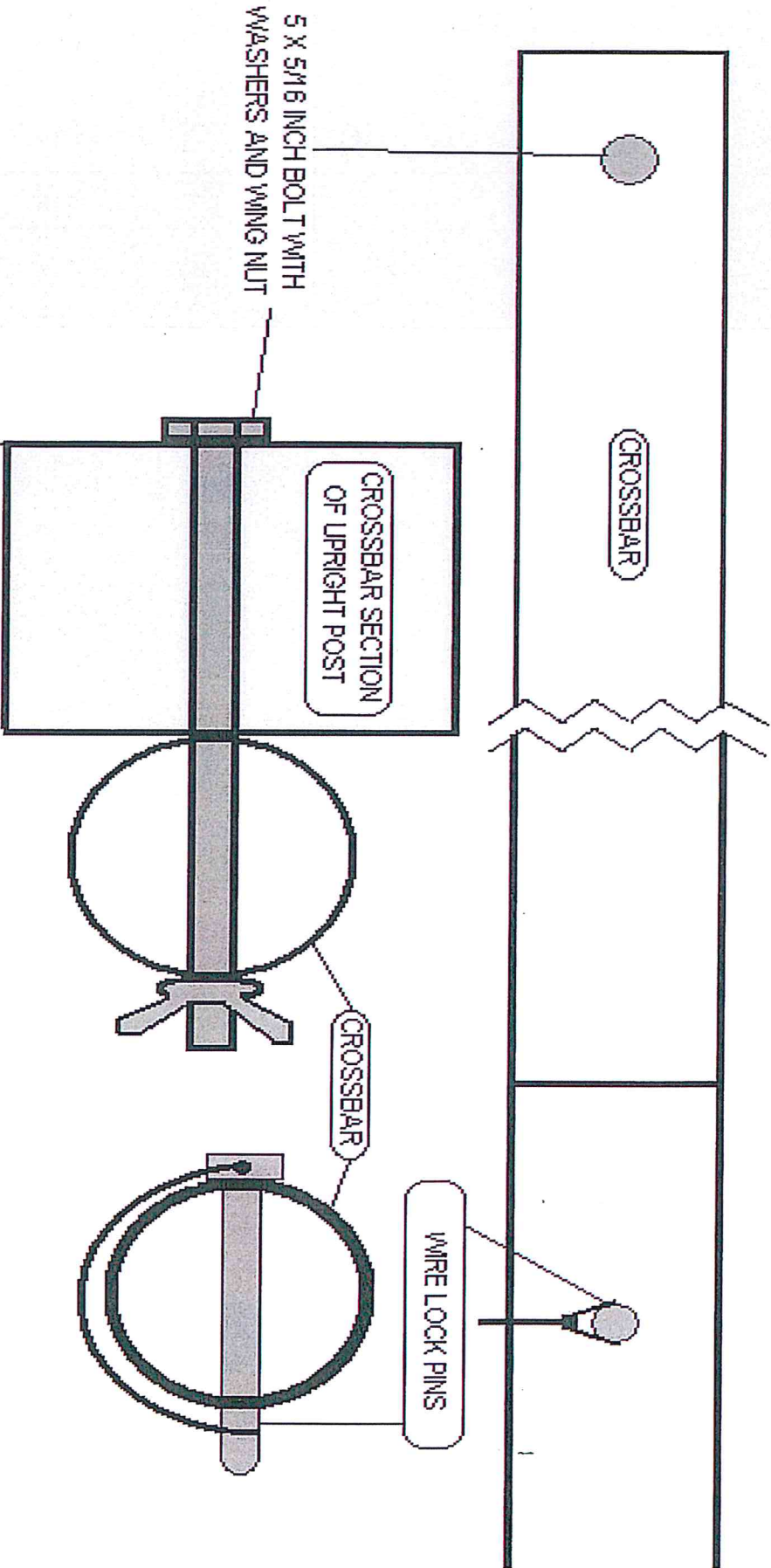


MODELS

- **The BACK II**
- The **BACK II** stands 24 feet high and is exactly like the **FORWARD** model except in a scaled down version. Sections are 2" diameter X 57" long, with a 4" swedged joint. All sections are powder coated silver and tips can be custom painted but black is standard. Crossbar sections are 2" diameter X 57" long. They slide together with a 4 inch swedged joint. Sections are held in place by 1/4" X 2" wire lock pins. 24 Inch PVC ground sleeves and ground caps are provided. All components fit into a wheeled carrying bag.

- Photos coming soon

CROSSBAR SECTION OF UPRIGHT POST



Contact Us

- stumpostsmfg@gmail.com
- Find us on facebook
- 803-466-1795
- 803-361-0706

Stumposts MFG
601 Lewisham Rd.
Columbia SC 29210