



**TOWN OF WEST SENECA**

**TOWN SUPERVISOR**

GARY DICKSON

**TOWN COUNCIL**

WILLIAM HANLEY

WILLIAM BAUER

JOSEPH CANTAFIO

JEFFREY PIEKAREC

**LAUREN J. MASSET**  
RECREATION SUPERVISOR

**TO:** Honorable Town Board / Town of West Seneca

**FROM:** Lauren J. Masset

Recreation Supervisor

**DATE:** March 25, 2021

**RE:** Buffalo Bombers Diamond Use LA (2021)

Please allow the Supervisor to execute the necessary documents to enter into agreement the insured D/B/A Sportsplex Operators and Developers Association Buffalo Bombers, 336 Fawn Trail, West Seneca, NY, 14224 Club # 66690

West Seneca Youth & Recreation  
Mailing Address: 1250 Union Rd, West Seneca, NY 14224  
Office Address: 1300 Union Rd, West Seneca, NY 14224  
Telephone Number: 716-674-6086

Email: [lmasset@twсны.org](mailto:lmasset@twсны.org)  
Website: [www.westseneca.net](http://www.westseneca.net)  
Facebook: West Seneca Youth & Recreation  
Twitter: WS\_REC

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"), Donny M. Benker located at 336 Fawn Trail, West Seneca, NY, 14224 and the insured D/B/A Sportsplex Operators and Developers Association Buffalo Bombers, 336 Fawn Trail, West Seneca, NY, 14224 Club # 66690 (the "Licensee") (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: baseball diamonds, softball diamonds, soccer fields, community center gym 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 May 1, 2021, and end on October 1, 2021, unless terminate 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

Name: Donald M. Benker

Address: 336 Fawn Trail West Seneca, NY 14224

Phone: 716-510-8587

Email: [d23baseball@yahoo.com](mailto:d23baseball@yahoo.com)

5. On or before **October 1, 2021**, the Licensee shall pay \$40.00 for per each single diamond use and/or/in addition \$30.00 per each single diamond lights use to the Town, 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.

This document serves as an invoice for the facility use fee.

Checks should be made out to the Town of West Seneca. There is an additional fee for each credit card transaction, which will be applied to your "amount due" at time of payment. Payments can be made in person at West Seneca Youth & Recreation located at 1300 Union Road, West Seneca, NY, 14224. Payments can be submitted via mail to West Seneca Youth & Recreation, 1250 Union Road, West Seneca, NY 14224. No currency should be sent in the mail. Checks are the preferred method of payment. Please do not mail anything to the previous Mill Road address.

Single use is defined as one game, practice, scrimmage, etc.

6. Other Licensee obligations:

- The Town of West Seneca will not provide any sound, P.A., announcement system or any other equipment. The Licensee must provide all of their own equipment.
- Soccer Field Rental Licensee must book fields through Mark Molloy and provide schedule to West Seneca Recreation office within 48 hours of confirmation from Mr. Molloy ([MMolloy@nixonpeabody.com](mailto:MMolloy@nixonpeabody.com)).

- Baseball Diamond Rental Licensee must call the Rainout Line (716-677-4754) on each weekday usage date after 4:00 PM to ensure the diamond is not closed due to weather related conditions. Diamonds will not be prepared on weekend or holiday dates.
- Baseball Diamond/ Soccer Field Rental/ Ice Rink– Licensee understands that they are not able to reserve any time slots for Baseball Diamonds or Soccer Fields until after April 10 of each year and Ice Rink slots until after September 10 of each year regardless of the time this agreement was filed. This is to allow West Seneca Youth Sports, West Seneca Central School District & West Seneca Youth & Recreation time to book their required time slots. Licensee understands that regardless of when (date) this agreement was filed no usage is guaranteed. Time slots are on a first come, first serve basis. Licensee understands that they may receive zero timeslots regardless of when this agreement was filed.
- Baseball Diamond/ Soccer Field Rental/ Ice Rink - The Licensee must email the requested date(s), time(s), and if applicable diamond or field size(s). If any ice rink slot/diamond/field is open, we will add that game to the Field Schedule and notify the Licensee. If one is not open, we will notify the Licensee that nothing is available and a new request may be made.
- Diamond Rental – The fee is for weekday diamond use (prepared) and weekend diamond use (unprepared). Diamonds will not be prepared on the weekends or holidays. Licensee can request they be done for an additional fee. Licensee must contact the Highway Superintendents a minim of two weeks before the use to request this and if approved receive the cost and due date for the preparation.
- Races/Tournaments/Community Events/Special Events/Other Events: Licensee must attach a race map and schedule to this agreement. Licensee must contact the Highway Superintendent (716-674-4850) and the Police Chief (716-674-2943) to discuss this event during the permit process.
- Races: The Licensee must inform each business/home owner, any person living along or doing business along the race route and any other persons that will be affected by any road closures. This includes any home, businesses, etc. directly on the race route and any home, business, etc on side streets being blocked or closed on the race route. This must be done at least 72 hours before the race start time. Failure to inform all parties could result in the licensee not being able to host their event the following year. It is suggest each affected party receive a flyer with the date, start and end time of the event and other event details.
- Races: The Licensee must attach a schedule and race map to this agreement. The Licensee must provide in writing attached to this agreement a list of streets being closed, blocked, etc on the race map in list form.

- Tournaments/Community Events/Special Events/Other: A schedule must be provided to both Lauren J. Masset (lmasset@twsny.org) and Brian Adams (badams@twsny.org) no later than 10 days before the event.
- Community Events/Special Events/Other: The Licensee must inform each business and home owner and/or residents (suggested sending a flyer to each home or business) that will be affected by the event. Failure to inform all parties could result in the licensee not being able to host their event the following year.
- All Use Types – Licensee understands that the Town of West Seneca reserves the right to cancel this agreement at anytime without notice or warning.
- The sale of food at the West Seneca Ice Rink, Community Center and Library, West Seneca Soccer Park and Sunshine Park is prohibited. The Town of West Seneca has an agreement with a vendor for the exclusive rights to sell food in these areas. In any other area of food of town the sale of any food must be discussed before this agreement is approved by the West Seneca Town Board. It is the Licensee responsibility to begin the conversation during the first stage of the agreement process.

7. Other Town obligations:

8. The Parties acknowledge that there is a COVID-19 public health emergency and that Licensee, including its owners/operators/employees/players/spectators, must take precautions to help protect against the spread of COVID-19.

a. 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 must sign the affirmation regarding Interim Guidance for Sports and Recreation provided by New York State affirming they have read and understand their obligation to operate in accordance with the guidance and provide proof of the signing of the affirmation to the Town prior to use of the Town's Facility. The affirmation may be found at <https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/SportsAndRecreationMasterGuidance.pdf>. Such affirmation must be and proof of signature submitted to the Town with the return of this executed Agreement.

c. The Licensee is solely responsible for the preparation of their written safety plan as required by New York State Department of Health. Said written safety plan shall be submitted to the Town with the return of this executed Agreement. [https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/NYS\\_BusinessReopeningSafetyPlanTemplate.pdf](https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/NYS_BusinessReopeningSafetyPlanTemplate.pdf)

d. It is the sole responsibility of the Licensee to enforce the guidelines set forth by the New York State Department of Health. Such failure to adhere to or enforce the guidelines may lead to police intervention and possible charges for those individuals not following the guidelines pursuant to the Governor's Executive Order 202 and New York State Public Health Law Section 12-b.

e. In the event the Licensee fails to remain compliant with provisions of Paragraph 14 of this Agreement, the Town in its sole discretion may terminate this Agreement and/or prohibit the Licensee use of the Facilities.

9. The Licensee, on behalf of its owners/operators/employees/players/spectators, acknowledge the contagious nature of COVID-19 and further acknowledge that such exposure or infection may result in personal injury, illness, permanent disability, or death. The Licensee hereby forever releases and waives any right to bring suit against the Town of West Seneca, and its officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing the Town's Facility. The Licensee understands that this waiver means they give up their right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim seeking damages, whether known or unknown, foreseen or unforeseen.

10. 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.

11. 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.

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

13. 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.

14. 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 ten (10) days prior to Licensee's use of the Facilities. Failure to provide a Certificate ten (10) days prior to use may result in termination of this Agreement.

15. 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**

Signature: \_\_\_\_\_  
Printed Name: Gary Dickson, West Seneca Town Supervisor  
Dated: \_\_\_\_\_

**(LICENSEE)**

Signature:   
Printed Name: Donny Benker  
Dated: 3/23/2021

**EXHIBIT A - Facilities Usage Rules and Regulations**

1. a. 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.  
b. 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.  
c. 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 otherwise listed in section 5 of this agreement.
3. Licensee agrees to follow all local laws and any rules posted at the facility or park they are using.
4. Licensee is responsible for keeping vicinity free and clear of debris and garbage.
5. No alcoholic beverages or rowdiness will be allowed on the premises or in the immediate vicinity of any Town facilities or property.
6. There is no smoking of any kind permitted at any town facility.
7. When using the Ice Rink all "Rink Rules" must be followed. These are posted in the main lobby of the ice rink.
8. Failure of Licensee to abide by the terms of this agreement may result in cancellation of this License by the Town.
9. Licensee acknowledges that its players have made themselves familiar with the terms of the Agreement and finds such terms acceptable.
10. Players and spectators WILL stay OFF the berm, if using the West Seneca Soccer Park.
11. Parking spots cannot be reserved for any Town facility.
12. West Seneca Youth & Recreation reserves the right to cancel any scheduled use at any time, with no notice.
13. 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.
14. If using the West Seneca Soccer Park no grills are allowed.
15. The Town of West Seneca reserves the right to cancel this agreement at anytime, with no reason, cause or notice.
16. 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**

Parks, Soccer Complex (Fields) and Diamonds - 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**

Please note that the Town of West Seneca will not accept verbal schedule requests or cancelations. All requests for use and/or cancellations must be submitted in writing to [lmasset@twсны.org](mailto:lmasset@twсны.org)


Permitted Use: Town of West Seneca Baseball/Softball Diamonds  
Dates/Times: TBD

Other Information / Notes:

**TOWN OF WEST SENECA**

Signature: \_\_\_\_\_  
Printed Name: Gary Dickson, West Seneca Town Supervisor  
Dated: \_\_\_\_\_

**(LICENSEE)**

Signature:   
Printed Name: Donny Benker  
Dated: 3/23/2021

**FOR TOWN OF WEST SENECA USE ONLY:**

- Attached - COI Attached
- Attached - Signed Affirmation 8b
- Attached – Written Safety Plan 8c
- Required Signatures (2) by Licensee
- If applicable race/event maps, schedules, descriptions, etc.



ENDORSEMENT NO. 0000

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KRS000008651700	02/24/2021	Buffalo Bombers	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSUREDS 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.**



New York Forward

## Business Affirmation

Print

We have received your reopening affirmation on 03/23/2021 at 11:20 am.

*Print or take a screenshot of this page for your records.*

Your next step is to create and post your NY Forward Business Safety Plan.

[Download the NY Forward Business Safety Plan Template](#)

*I am the owner or agent of the business listed. I have reviewed the New York State interim guidance for business re-opening activities and operations during the COVID-19 public health emergency and I affirm that I have read and understand my obligation to operate in accordance with such guidance.*

### Buffalo Bombers

Professional Sports Training

Donald Benker

(716) 510-8587

d23baseball@yahoo.com

336 Fawn Trail

West Seneca, NY 14224

Erie County

100%



# NY FORWARD SAFETY PLAN TEMPLATE

Each business or entity, including those that have been designated as essential under Empire State Development's Essential Business Guidance, must develop a written Safety Plan outlining how its workplace will prevent the spread of COVID-19. A business may fill out this template to fulfill the requirement, or may develop its own Safety Plan. **This plan does not need to be submitted to a state agency for approval** but must be retained on the premises of the business and must be made available to the New York State Department of Health (DOH) or local health or safety authorities in the event of an inspection.

Business owners should refer to the State's industry-specific guidance for more information on how to safely operate. For a list of regions and sectors that are authorized to re-open, as well as detailed guidance for each sector, please visit: [forward.ny.gov](http://forward.ny.gov). If your industry is not included in the posted guidance but your business has been operating as essential, please refer to ESD's **Essential Business Guidance** and adhere to the guidelines within this Safety Plan. Please continue to regularly check the New York Forward site for guidance that is applicable to your business or certain parts of your business functions, and consult the state and federal resources listed below.

## COVID-19 Reopening Safety Plan

Name of Business:

Buffalo Bombers Baseball

Industry:

little league

Address:

336 Fawn Trail West Seneca, NY 14224

Contact Information:

Donald M. Benker

Owner/Manager of Business:

Same

Human Resources Representative and Contact Information, if applicable:

Same

## I. PEOPLE

A. Physical Distancing. To ensure employees comply with physical distancing requirements, you agree that you will do the following:

Ensure 6 ft. distance between personnel, unless safety or core function of the work activity requires a shorter distance. Any time personnel are less than 6 ft. apart from one another, personnel must wear acceptable face coverings.

Tightly confined spaces will be occupied by only one individual at a time, unless all occupants are wearing face coverings. If occupied by more than one person, will keep occupancy under 50% of maximum capacity.

Post social distancing markers using tape or signs that denote 6 ft. of spacing in commonly used and other applicable areas on the site (e.g. clock in/out stations, health screening stations)

Limit in-person gatherings as much as possible and use tele- or video-conferencing whenever possible. Essential in-person gatherings (e.g. meetings) should be held in open, well-ventilated spaces with appropriate social distancing among participants.

Establish designated areas for pick-ups and deliveries, limiting contact to the extent possible.

List common situations that may not allow for 6 ft. of distance between individuals. What measures will you implement to ensure the safety of your employees in such situations?

No hand shaking

How you will manage engagement with customers and visitors on these requirements (as applicable)?

2 spectators per player (spread out visitors)

How you will manage industry-specific physical social distancing (e.g., shift changes, lunch breaks) (as applicable)?

players off field should have masks when within 6 ft

## II. PLACES

A. Protective Equipment. To ensure employees comply with protective equipment requirements, you agree that you will do the following:

Employers must provide employees with an acceptable face covering at no-cost to the employee and have an adequate supply of coverings in case of replacement.

What quantity of face coverings – and any other PPE – will you need to procure to ensure that you always have a sufficient supply on hand for employees and visitors? How will you procure these supplies?

each player will have a mask to be allowed to play

Face coverings must be cleaned or replaced after use or when damaged or soiled, may not be shared, and should be properly stored or discarded.

What policy will you implement to ensure that PPE is appropriately cleaned, stored, and/or discarded?

player will bring new masks each game  
(washable)  
and have an extra on hand,

Limit the sharing of objects and discourage touching of shared surfaces; or, when in contact with shared objects or frequently touched areas, wear gloves (trade-appropriate or medical); or, sanitize or wash hands before and after contact.

List common objects that are likely to be shared between employees. What measures will you implement to ensure the safety of your employees when using these objects?

NO sharing equipment, players must have their own

**B. Hygiene and Cleaning.** To ensure employees comply with hygiene and cleaning requirements, you agree that you will do the following:

Adhere to hygiene and sanitation requirements from the Centers for Disease Control and Prevention (CDC) and Department of Health (DOH) and maintain cleaning logs on site that document date, time, and scope of cleaning.

Who will be responsible for maintaining a cleaning log? Where will the log be kept?

assistant coach will clean and log cleaning times  
on scorebook

Provide and maintain hand hygiene stations for personnel, including handwashing with soap, water, and paper towels, or an alcohol-based hand sanitizer containing 60% or more alcohol for areas where handwashing is not feasible.

Where on the work location will you provide employees with access to the appropriate hand hygiene and/or sanitizing products and how will you promote good hand hygiene?

all players will have their own hand sanitizer

Conduct regular cleaning and disinfection at least after every shift, daily, or more frequently as needed, and frequent cleaning and disinfection of shared objects (e.g. tools, machinery) and surfaces, as well as high transit areas, such as restrooms and common areas, must be completed.

*What policies will you implement to ensure regular cleaning and disinfection of your worksite and any shared objects or materials, using products identified as effective against COVID-19?*

Assistant coaches will be checking off our list on what needs to be cleaned

**C. Communication.** To ensure the business and its employees comply with communication requirements, you agree that you will do the following:

Post signage throughout the site to remind personnel to adhere to proper hygiene, social distancing rules, appropriate use of PPE, and cleaning and disinfecting protocols.

Establish a communication plan for employees, visitors, and customers with a consistent means to provide updated information.

Maintain a continuous log of every person, including workers and visitors, who may have close contact with other individuals at the work site or area; excluding deliveries that are performed with appropriate PPE or through contactless means; excluding customers, who may be encouraged to provide contact information to be logged but are not mandated to do so.

*Which employee(s) will be in charge of maintaining a log of each person that enters the site (excluding customers and deliveries that are performed with appropriate PPE or through contactless means), and where will the log be kept?*

Assistant coaches will log info in score book

If a worker tests positive for COVID-19, employer must immediately notify state and local health departments and cooperate with contact tracing efforts, including notification of potential contacts, such as workers or visitors who had close contact with the individual, while maintaining confidentiality required by state and federal law and regulations.

*If a worker tests positive for COVID-19, which employee(s) will be responsible for notifying state and local health departments?*

The parents will be responsible for notification



### III. PROCESS

A. Screening. To ensure the business and its employees comply with protective equipment requirements, you agree that you will do the following:

- Implement mandatory health screening assessment (e.g. questionnaire, temperature check) before employees begin work each day and for essential visitors, asking about (1) COVID-19 symptoms in past 14 days, (2) positive COVID-19 test in past 14 days, and/or (3) close contact with confirmed or suspected COVID-19 case in past 14 days. Assessment responses must be reviewed every day and such review must be documented.

What type(s) of daily health and screening practices will you implement? Will the screening be done before employee gets to work or on site? Who will be responsible for performing them, and how will those individuals be trained?

Temp under 100°F - check daily (parents)

If screening onsite, how much PPE will be required for the responsible parties carrying out the screening practices? How will you supply this PPE?

done at home

B. Contact tracing and disinfection of contaminated areas. To ensure the business and its employees comply with contact tracing and disinfection requirements, you agree that you will do the following:

- Have a plan for cleaning, disinfection, and contact tracing in the event of a positive case.

In the case of an employee testing positive for COVID-19, how will you clean the applicable contaminated areas? What products identified as effective against COVID-19 will you need and how will you acquire them?

hand sanitizer and sanitizing sprays and wipes will be used

In the case of an employee testing positive for COVID-19, how will you trace close contacts in the workplace? How will you inform close contacts that they may have been exposed to COVID-19?

team and opposing team will be notified immediately

#### IV. OTHER

Please use this space to provide additional details about your business's Safety Plan, including anything to address specific industry guidance.

see attachment

Thank you  
Donald  
716 520-8587

Staying up to date on industry-specific guidance:

To ensure that you stay up to date on the guidance that is being issued by the State, you will:

- Consult the NY Forward website at [forward.ny.gov](http://forward.ny.gov) and applicable Executive Orders at [governor.ny.gov/executiveorders](http://governor.ny.gov/executiveorders) on a periodic basis or whenever notified of the availability of new guidance.

STAY HOME.

STOP THE SPREAD.

SAVE LIVES.

## State and Federal Resources for Businesses and Entities

As these resources are frequently updated, please stay current on state and federal guidance issued in response to COVID-19.

### *General Information*

[New York State Department of Health \(DOH\) Novel Coronavirus \(COVID-19\) Website](#)

[Centers for Disease Control and Prevention \(CDC\) Coronavirus \(COVID-19\) Website](#)

[Occupational Safety and Health Administration \(OSHA\) COVID-19 Website](#)

### *Workplace Guidance*

[CDC Guidance for Businesses and Employers to Plan, Prepare and Respond to Coronavirus Disease 2019](#)

[OSHA Guidance on Preparing Workplaces for COVID-19](#)

### *Personal Protective Equipment Guidance*

[DOH Interim Guidance on Executive Order 202.16 Requiring Face Coverings for Public and Private Employees](#)

[OSHA Personal Protective Equipment](#)

### *Cleaning and Disinfecting Guidance*

[New York State Department of Environmental Conservation \(DEC\) Registered Disinfectants of COVID-19](#)

[DOH Interim Guidance for Cleaning and Disinfection of Public and Private Facilities for COVID-19](#)

[CDC Cleaning and Disinfecting Facilities](#)

### *Screening and Testing Guidance*

[DOH COVID-19 Testing](#)

[CDC COVID-19 Symptoms](#)

**STAY HOME.**

**STOP THE SPREAD.**

**SAVE LIVES.**

## Buffalo Bomber's Safety Plan 2020

Donald M. Benker  
336 Fawn Trail  
West Seneca, NY 14224  
716-510-8587

### MIMIMIZE RISKS

1. Physical distancing of 6 feet or more.
2. Players on field do not have to distance but when coming back to the bench area they must stay 6 feet apart.
3. Avoid situations where you will be within 6 feet of other; masks must be worn when coming in close contact with others.
4. In between each inning, players will use their hand sanitizer.
5. In between each inning, coaches will sanitize their shared equipment.
6. All players will own their own gear: gloves, helmets, bats, etc. – no sharing.
7. All persons in attendance must do a self-screening for COVID-19 and be symptom free, including body temperature.
8. All persons in attendance must not have been in contact with anyone with COVID-19.
9. Spectators will be limited to 2 per player.
10. No hand shaking, high 5's, or touching between teammates and opposing players.
11. No gum, seeds, spitting, etc.
12. Follow all Erie County guidelines
13. Violators will be asked to leave.

**Lauren Masset**

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**From:** Donny Benker <d23baseball@yahoo.com>  
**Sent:** Friday, March 19, 2021 2:51 PM  
**To:** Lauren Masset  
**Subject:** Re: Town of West Seneca Facility Use 2021 - Reminder To File  
**Attachments:** COI-WS.pdf

Licensee Information:

Name: Donny Benker

Address: 336 Fawn Trail West Seneca, NY 14224

Phone: 716-510-8587

Email: d23baseball@yahoo.com

Website:

Licensee Representative Information (This is the person signing the agreement):

Name: Donny Benker Head coach

Address: 336 Fawn Trail West Seneca, NY 14224

Phone: 716-510-8587

Email: d23baseball@yahoo.com

Insured Cooperation Information (This information must match the information provided on the Insurance Certificate):

Name: Donald M. Benker

Address: 336 Fawn Trail West Seneca, NY 14224

Phone: 716-510-8587

Email: d23baseball@yahoo.com

Event Information: Baseball game

Facility Requested: Centennial 90 foot and Centennial 70 foot and Briarwood baseball field

Event Name: baseball game

Event Start Time/Date: weekday 6:15 - weekend 10am

Event End Time/Date: weekday 8:15 - weekend 12:01 pm

Event Description: youth baseball game

On Thursday, March 18, 2021, 11:09:01 AM EDT, Lauren Masset <lmasset@twсны.org> wrote:

You are receiving this email because you filed for an agreement within the past 24 months to use a Town of West Seneca Facility (diamond, field, road race, event, etc). This is a follow up to my below email dated 1/6/2021, 2/17/201 and 2/26/2021 which we received no response.

If you would like to be removed from this list please respond with "REMOVE FROM LIST".

**If you are interested in filing an agreement for 2021, I suggest you review the below and begin the process ASAP.**

Thank you for your interest in using a Town of West Seneca Facility. West Seneca Facility types include 60', 70' and 90' Baseball & Softball Diamonds, Lions Bandshell, West Seneca Ice Rink, Soccer Field Sizes Include: (7) Full Size, (4) U-10, (3) U-12, (4) U-8 and (6) micro. More information on facilities can be found here: <http://www.westseneca.net/sites/default/files/Parks.pdf>.

This page will walk you through the steps on how to obtain an agreement/permit for use of these Town-owned/operated Facilities and/or hold a Community or Special Event such as a road race, baseball tournament, etc.

For information on facilities owned and operated by the West Seneca Central School District, you need to contact the West Seneca Central School District directly. (<https://www.wscschools.org/>) (716-677-3100)

We suggest you start the permit process a minimum of forty-five (45) business days before your requested use. The permit process can take up to thirty (30) business days. Completing the permit process does not guarantee the approval of use. You must have completed the entire agreement process and have filled your agreement a minimum of thirty (30) business days before your event. (TIP: If your request use, event. etc. is in April - we suggest you contact us to start the process in February).

An agreement is not required for use of park shelters. **Park Shelters** are on a first-come, first-serve basis. Parks are open dawn-dusk. All Town of West Seneca local laws and rules posted at the park must be followed.

We will begin accepting agreement applications on January 2, of each year, for any **Community & Special Events** such as road races, tournaments, etc. taking place during that year. (IE: If your event is in 2021, we will begin accepting applications on January 2, 2021, for your event).

We will begin accepting agreement applications on January 2, of each year, for any requested use of the **Lions Bandshell**, taking place during that year. (IE: If your requested Lions Bandshell use is in 2021, we will begin accepting applications on January 2, 2021, for your event).

We will begin accepting agreement applications for **Fireman's Park Open Field** and third-party **soccer field** use on January 2, of each year, for requested uses during that year. (IE: If your requested use of a Soccer Field or Fireman's Park Open Field use is in 2021, we will begin accepting applications on January 2, 2021, for your event). Please note that we will accept the applications and begin the agreement process for **SOCCER FIELD USE** at the **WEST SENECA SOCCER COMPLEX**. However, third parties will not be able to reserve fields until after April 10 of each year. If April 10 falls on a Saturday, Sunday or Holiday the date that third parties can start booking will be the next business day. Completing & obtaining and the agreement does not guarantee use. Spots are first-come, first serve.

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We will accept agreement applications for **Ice Rink** use between September 1, 2021, and March 1, 2021, for the 2020 - 21 season and between September 1, 2021 – March 1, 2022 for the 2021-22 season.

We are currently not accepting agreements for use of the Community Center & Library **YOUTH Gym**. To use the **Community Room** inside the Community Center & Library please visit this link: <http://www.westseneca.net/news-and-events/community-interests/new-item#gsc.tab=0>

\*Dates are subject to change without notice.

#### **FEES:**

The Town of West Seneca has revised its fees for Facility Use, Community & Special Events. At the West Seneca Town Board meeting on Monday, August 13, 2018, the following fees were updated:

Single-use fees are as follows: \$40/Diamond, \$30/Diamond Lights, \$100/Soccer Field, \$20/Fireman's Park Open Field. Single use is defined as a single game, practice, scrimmage, or similar type of use.

The Ice Rink fee is \$210 per hour.

The Community Event Fee of \$450 per day, per event, per location. (\$350/Highway, \$100/Recreation).

The Special Event fees will be determined from the calculation of overtime from the Buildings and Grounds department and the Town of West Seneca Police Department.

An event type will be determined by the Town based on the size, capacity, and duration of the event.

There could be an additional Police and Buildings and Grounds overtime fees associated with Single Use, Community Event & Special Event fees. There could be additional Recreation fees associated with Single Use, Community Event & Special Event fees. There could be additional Weeknight and Weekend fees associated with Single Use, Community Event & Special Event fees.

\*Fees are subject to change without notice.

#### **INSURANCE REQUIREMENTS - MUST SUBMIT WITH STAGE 1**

Attached to the Non-Exclusive Facility Usage Permit & License Agreement must be a Certificate of Insurance (COI). The 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 of West Seneca 1250 Union Road, West Seneca NY 14224 as an additional insured. This document must be turned in with the information below, as it is needed to draft the agreement. An agreement application will not be accepted until the COI is submitted.

**COVID-19 REQUIREMENTS - MUST SUBMIT WITH STAGE 1**

Before you will be permitted to request and/or use Town of West Seneca Facilities, you must:

1. The Licensee must sign the affirmation regarding Interim Guidance for Sports and Recreation provided by New York State affirming they have read and understand their obligation to operate in accordance with the guidance and provide proof of the signing of the affirmation to the Town prior to use of the Town's Facility. The affirmation may be found at <https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/SportsAndRecreationMasterGuidance.pdf>. Such affirmation must be and proof of signature submitted during STAGE 1.
2. The Licensee is solely responsible for the preparation of their written safety plan as required by New York State Department of Health. Said written safety plan shall be submitted to the Town during STAGE 1.

**STAGE 1:**

AGREEMENT PROCESS STAGE 1: See the chart below, Column A for the due date.

In order to start the Non-Exclusive Facility Usage Permit & License Agreement process our department will need the COI and COVID-19 items as described above and the following information:

Licensee Information:

Name:

Address:

Phone:

Email:

Website:

Licensee Representative Information (This is the person signing the agreement):

Name and Title:

Address:

Phone:

Email:



Insured Cooperation Information (This information must match the information provided on the Insurance Certificate):

Name:

Address:

Phone:

Email:

Event Information:

Facility Requested:

Event Name:

Event Start Time/Date:

Event End Time/Date:

Event Description:

\*If this is for multiple single uses, please list all requested usage dates and times.

Also submitted before an agreement can be drawn up:

For road races, a map of the event is required.

For tournaments or events, a schedule is required.

*This information will not be accepted over the phone. Email the information and COI and COVID-19 requirements (two total) as outlined above to [lmasset@twsny.org](mailto:lmasset@twsny.org).*

You may be required to meet with the Recreation Supervisor and Highway Superintendent during this stage.

Providing the above information COVID-19 requirements and COI does not give you permission to use West Seneca Facilities. It is only the first step in the permit process.

**STAGE 2:**

AGREEMENT PROCESS STAGE 2: See the chart below, Column B for the due date.

After the West Seneca Youth & Recreation office receives the above information, we will draft an Agreement within five (5) business days. The agreement will then be emailed to the Licensee Representative. The agreement must be placed on file a minimum of 30 days prior to the event. The agreement filed in our office must contain an original signature(s). Agreements that are copied, scanned, faxed, etc. will not be accepted. Agreements can be dropped off in person at 1300 Union Road, West Seneca, NY 14224 during our regular hours of operation. Agreements can be mailed to West Seneca Youth & Recreation 1250 Union Road West Seneca, NY 14224.

For Community and Special events, it is also required during the Non-Exclusive Facility Usage Permit & License Agreement process that you reach out to the West Seneca Highway Superintendent Brian Adams ([badams@twyny.org](mailto:badams@twyny.org)) and West Seneca Chief of Police Dan Denz ([denz@westsenecapolice.org](mailto:denz@westsenecapolice.org)).

**STAGE 3**

AGREEMENT PROCESS STAGE 3: See the chart below, Column C for approval date.

After the Town of West Seneca has reviewed the agreement and approved it the Licensee will be notified if the agreement was approved or denied. Depending on the size, capacity, duration, and other factors West Seneca Town Board approval may be required.

**DEADLINE/CUT OFF DATES FOR EACH STAGE:**

Please follow the below list of cut-off dates and deadlines for 2021 facility use. The 2022 due dates will be released after the Town of West Seneca 2022 Re-Org Meeting (in mid-Jan 2022).

A	B	C
Stage #1 2021 Dates	Stage #2 2021 Dates	Stage #3 2021 Dates
Request Event & Provide Required Information & COI (see above) to West Seneca Youth & Recreation No Later Than:	Return Signed Agreement to Recreation By:	To Have Agreement Approved On:
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February 8	February 22	March 8
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March 22	April 5	April 19
April 5	April 19	May 3
April 19	May 3	May 17

May 3	May 17	June 3
May 17	June 3	June 14
June 3	June 14	June 28
June 14	June 28	July 12
June 28	July 12	July 26
July 12	July 26	August 9
July 26	August 9	August 23
August 9	August 23	September 9
August 23	September 9	September 20
August 9	September 20	October 4
September 20	October 4	October 18
October 4	October 18	November 1
October 18	November 1	November 15
November 1	November 15	November 29
November 15	November 29	December 13
November 29*	December 13*	December 27*

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**\*FINAL DATE TO HAVE ANY 2021 USE APPROVED OR JANUARY 2022 USE APPROVED**

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2021 Dates will be released in  
mid-Jan!

Best Regards,

Lauren J. Masset

Recreation Supervisor

Town of West Seneca

1300 Union Road

West Seneca, NY, 14224

(716) 674-6086

[www.westsenecarecreation.com](http://www.westsenecarecreation.com)

Best Regards,

Lauren J. Masset

Recreation Supervisor

Town of West Seneca

1300 Union Road

West Seneca, NY, 14224

(716) 674-6086

[www.westsenecarecreation.com](http://www.westsenecarecreation.com)

**From:** Lauren Masset  
**Sent:** Friday, February 26, 2021 10:12 AM  
**Subject:** FW: Town of West Seneca Facility Use 2021 - Reminder To File

You are receiving this email because you filed for an agreement within the past 24 months to use a Town of West Seneca Facility (diamond, field, road race, event, etc). This is a follow up to my below email dated 1/6/2021 and 2/17/201 which we received no response.

If you would like to be removed from this list please respond with "REMOVE FROM LIST".

**If you are interested in filing an agreement for 2021, I suggest you review the below and begin the process ASAP.**

Thank you for your interest in using a Town of West Seneca Facility. West Seneca Facility types include 60', 70' and 90' Baseball & Softball Diamonds, Lions Bandshell, West Seneca Ice Rink, Soccer Field Sizes Include: (7) Full Size, (4) U-10, (3) U-12, (4) U-8 and (6) micro. More information on facilities can be found here: <http://www.westseneca.net/sites/default/files/Parks.pdf>.

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2021, for your event). Please note that we will accept the applications and begin the agreement process for **DIAMOND USE**. However, third parties will not be able to reserve diamonds until after April 10 of each year. If April 10 falls on a Saturday, Sunday or Holiday the date that third parties can start booking will be the next business day. Completing & obtaining and the agreement does not guarantee use. Spots are first-come, first serve.

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Address:

Phone:

Email:

Website:

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Also submitted before an agreement can be drawn up:

For road races, a map of the event is required.

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Lauren J. Masset

Recreation Supervisor

Town of West Seneca

1300 Union Road

West Seneca, NY, 14224

(716) 674-6086

[www.westsenecarecreation.com](http://www.westsenecarecreation.com)

**From:** Lauren Masset  
**Sent:** Wednesday, February 17, 2021 2:19 PM  
**Subject:** FW: Town of West Seneca Facility Use 2021 - Reminder To File

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We will begin accepting agreement applications for **Fireman's Park Open Field** and third-party **soccer field** use on January 2, of each year, for requested uses during that year. (IE: If your requested use of a Soccer Field or Fireman's Park Open Field use is in 2021, we will begin accepting applications on January 2, 2021, for your event). Please note that we will accept the applications and begin the agreement process for **SOCCER FIELD USE** at the **WEST SENECA SOCCER COMPLEX**. However, third parties will not be able to reserve fields until after April 10 of each year. If April 10 falls on a Saturday, Sunday or Holiday the date that third parties can start booking will be the next business day. Completing & obtaining and the agreement does not guarantee use. Spots are first-come, first serve.

We will begin accepting agreement applications for third-party **diamond use** on January 2, of each year, for the requested uses during that year. (IE: If your requested Diamond use is in 2021, we will begin accepting applications on January 2, 2021, for your event). Please note that we will accept the applications and begin the agreement process for **DIAMOND USE**. However, third parties will not be able to reserve diamonds until after April 10 of each year. If April 10 falls on a Saturday, Sunday or Holiday the date that third parties can start booking will be the next business day. Completing & obtaining and the agreement does not guarantee use. Spots are first-come, first serve.

We will accept agreement applications for **Ice Rink** use between September 1, 2021, and March 1, 2021, for the 2020 - 21 season and between September 1, 2021 – March 1, 2022 for the 2021-22 season.

We are currently not accepting agreements for use of the Community Center & Library **YOUTH Gym**. To use the **Community Room** inside the Community Center & Library please visit this link: <http://www.westseneca.net/news-and-events/community-interests/new-item#qsc.tab=0>

\*Dates are subject to change without notice.

#### **FEES:**

The Town of West Seneca has revised its fees for Facility Use, Community & Special Events. At the West Seneca Town Board meeting on Monday, August 13, 2018, the following fees were updated:

Single-use fees are as follows: \$40/Diamond, \$30/Diamond Lights, \$100/Soccer Field, \$20/Fireman's Park Open Field. Single use is defined as a single game, practice, scrimmage, or similar type of use.

The Ice Rink fee is \$210 per hour.

The Community Event Fee of \$450 per day, per event, per location. (\$350/Highway, \$100/Recreation).

The Special Event fees will be determined from the calculation of overtime from the Buildings and Grounds department and the Town of West Seneca Police Department.

An event type will be determined by the Town based on the size, capacity, and duration of the event.

There could be an additional Police and Buildings and Grounds overtime fees associated with Single Use, Community Event & Special Event fees. There could be additional Recreation fees associated with Single Use, Community Event &

Special Event fees. There could be additional Weeknight and Weekend fees associated with Single Use, Community Event & Special Event fees.

\*Fees are subject to change without notice.

**INSURANCE REQUIREMENTS - MUST SUBMIT WITH STAGE 1**

Attached to the Non-Exclusive Facility Usage Permit & License Agreement must be a Certificate of Insurance (COI). The 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 of West Seneca 1250 Union Road, West Seneca NY 14224 as an additional insured. This document must be turned in with the information below, as it is needed to draft the agreement. An agreement application will not be accepted until the COI is submitted.

**COVID-19 REQUIREMENTS - MUST SUBMIT WITH STAGE 1**

Before you will be permitted to request and/or use Town of West Seneca Facilities, you must:

1. The Licensee must sign the affirmation regarding Interim Guidance for Sports and Recreation provided by New York State affirming they have read and understand their obligation to operate in accordance with the guidance and provide proof of the signing of the affirmation to the Town prior to use of the Town's Facility. The affirmation may be found at <https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/SportsAndRecreationMasterGuidance.pdf>. Such affirmation must be and proof of signature submitted during STAGE 1.
2. The Licensee is solely responsible for the preparation of their written safety plan as required by New York State Department of Health. Said written safety plan shall be submitted to the Town during STAGE 1.

**STAGE 1:**

AGREEMENT PROCESS STAGE 1: See the chart below, Column A for the due date.

In order to start the Non-Exclusive Facility Usage Permit & License Agreement process our department will need the COI and COVID-19 items as described above and the following information:

Licensee Information:

Name:

Address:

Phone:

Email:

Website:

Licensee Representative Information (This is the person signing the agreement):

Name and Title:

Address:

Phone:

Email:

Insured Cooperation Information (This information must match the information provided on the Insurance Certificate):

Name:

Address:

Phone:

Email:

Event Information:

Facility Requested:

Event Name:

Event Start Time/Date:

Event End Time/Date:

Event Description:

\*If this is for multiple single uses, please list all requested usage dates and times.

Also submitted before an agreement can be drawn up:

For road races, a map of the event is required.

For tournaments or events, a schedule is required.

*This information will not be accepted over the phone. Email the information and COI and COVID-19 requirements (two total) as outlined above to [lmasset@twsny.org](mailto:lmasset@twsny.org).*

You may be required to meet with the Recreation Supervisor and Highway Superintendent during this stage.

Providing the above information COVID-19 requirements and COI does not give you permission to use West Seneca Facilities. It is only the first step in the permit process.

**STAGE 2:**

AGREEMENT PROCESS STAGE 2: See the chart below, Column B for the due date.

After the West Seneca Youth & Recreation office receives the above information, we will draft an Agreement within five (5) business days. The agreement will then be emailed to the Licensee Representative. The agreement must be placed on file a minimum of 30 days prior to the event. The agreement filed in our office must contain an original signature(s). Agreements that are copied, scanned, faxed, etc. will not be accepted. Agreements can be dropped off in person at 1300 Union Road, West Seneca, NY 14224 during our regular hours of operation. Agreements can be mailed to West Seneca Youth & Recreation 1250 Union Road West Seneca, NY 14224.

For Community and Special events, it is also required during the Non-Exclusive Facility Usage Permit & License Agreement process that you reach out to the West Seneca Highway Superintendent Brian Adams ([badams@twsny.org](mailto:badams@twsny.org)) and West Seneca Chief of Police Dan Denz ([denz@westsenecapolice.org](mailto:denz@westsenecapolice.org)).

**STAGE 3**

AGREEMENT PROCESS STAGE 3: See the chart below, Column C for approval date.

After the Town of West Seneca has reviewed the agreement and approved it the Licensee will be notified if the agreement was approved or denied. Depending on the size, capacity, duration, and other factors West Seneca Town Board approval may be required.

**DEADLINE/CUT OFF DATES FOR EACH STAGE:**

Please follow the below list of cut-off dates and deadlines for 2021 facility use. The 2022 due dates will be released after the Town of West Seneca 2022 Re-Org Meeting (in mid-Jan 2022).

A	B	C
Stage #1 2021 Dates	Stage #2 2021 Dates	Stage #3 2021 Dates
Request Event & Provide Required Information & COI (see above) to West Seneca Youth & Recreation No Later Than:	Return Signed Agreement to Recreation By:	To Have Agreement Approved On:
January 4	January 25	February 8
January 25	February 8	February 22
February 8	February 22	March 8
February 22	March 8	March 22
March 8	March 22	April 5
March 22	April 5	April 19

April 5	April 19	May 3
April 19	May 3	May 17
May 3	May 17	June 3
May 17	June 3	June 14
June 3	June 14	June 28
June 14	June 28	July 12
June 28	July 12	July 26
July 12	July 26	August 9
July 26	August 9	August 23
August 9	August 23	September 9
August 23	September 9	September 20
August 9	September 20	October 4
September 20	October 4	October 18
October 4	October 18	November 1
October 18	November 1	November 15
November 1	November 15	November 29
November 15	November 29	December 13
November 29*	December 13*	December 27*



**\*FINAL DATE TO HAVE ANY 2021  
USE APPROVED OR JANUARY  
2021 USE APPROVED**

**\*FINAL DATE TO HAVE  
ANY 2021 USE APPROVED  
OR JANUARY 2022 USE  
APPROVED**

**\*FINAL DATE TO HAVE  
ANY 2021 USE APPROVED  
OR JANUARY 2022 USE  
APPROVED**

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2021 Dates will be released in  
mid-Jan!

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Best Regards,

Lauren J. Masset

Recreation Supervisor

Town of West Seneca

1300 Union Road

West Seneca, NY, 14224

(716) 674-6086

[www.westsenecarecreation.com](http://www.westsenecarecreation.com)

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**From:** Lauren Masset  
**Sent:** Wednesday, January 6, 2021 1:05 PM  
**Subject:** Town of West Seneca Facility Use 2021 - Reminder To File

You are receiving this email because you filed for an agreement within the past 24 months to use a Town of West Seneca Facility.

Please note that we are **not** currently accepting requests for agreement for West Seneca Ice Rink use for the current season (2020-2021). If/when this changes I will reach back out to you.

If you would like to be removed from this list please respond with "REMOVE FROM LIST".

**If you are interested in file an agreement for 2021 I suggest you review the below and begin the process.**

Thank you for your interest in using a Town of West Seneca Facility. West Seneca Facility types include 60', 70' and 90' Baseball & Softball Diamonds, Lions Bandshell, West Seneca Ice Rink, Soccer Field Sizes Include: (7) Full Size, (4) U-10, (3) U-12, (4) U-8 and (6) micro. More information on facilities can be found here: <http://www.westseneca.net/sites/default/files/Parks.pdf>.

This document will walk you through the steps on how to obtain an agreement/permit for use of these Town-owned/operated Facilities and/or hold a Community or Special Event such as a road race, baseball tournament, etc.

For information on facilities owned and operated by the West Seneca Central School District, you need to contact the West Seneca Central School District directly. (<https://www.wscschools.org/>) (716-677-3100)

We suggest you start the permit process a minimum of forty-five (45) business days before your requested use. The permit process can take up to thirty (30) business days. Completing the permit process does not guarantee the approval of use. You must have completed the entire agreement process and have filled your agreement a minimum of thirty (30) business days before your event. (TIP: If your request use, event, etc. is in April - we suggest you contact us to start the process in February).

An agreement is not required for use of park shelters. **PARK SHELTERS** are on a first-come, first-serve basis. Parks are open dawn-dusk. All Town of West Seneca local laws and rules posted at the park must be followed.

We will begin accepting agreement applications on January 2, of each year, for any **COMMUNITY & SPECIAL EVENTS** such as road races, tournaments, etc. taking place during that year. (IE: If your event is in 2021, we will begin accepting applications on January 2, 2021, for your event).

We will begin accepting agreement applications on January 2, of each year, for any requested use of the **LIONS BANDSHELL**, taking place during that year. (IE: If your requested Lions Bandshell use is in 2021, we will begin accepting applications on January 2, 2021, for your event).

We will begin accepting agreement applications for **FIREMAN'S PARK OPEN FIELD** and third-party **SOCCER FIELD** use on January 2, of each year, for requested uses during that year. (IE: If your requested use of a Soccer Field or Fireman's Park Open Field use is in 2021, we will begin accepting applications on January 2, 2021, for your event). Please note that we will accept the applications and begin the agreement process for **SOCCER FIELD USE** at the **WEST SENECA SOCCER COMPLEX**. However, third parties will not be able to reserve fields until after April 10 of each year. Completing & obtaining and the agreement does not guarantee use. Spots are first-come, first serve.

We will begin accepting agreement applications for third-party **DIAMOND USE** on January 2, of each year, for the requested uses during that year. (IE: If your requested Diamond use is in 2021, we will begin accepting applications on January 2, 2021, for your event). Please note that we will accept the applications and begin the agreement process for **DIAMOND USE**. However, third parties will not be able to reserve diamonds until after April 10 of each year. Completing & obtaining the agreement does not guarantee use. Spots are first-come, first serve.

We will accept agreement applications for **ICE RINK** use between September 1, 2021, and March 1, 2021, for the 2020 - 21 season and between September 1, 2021 – March 1, 2022 for the 2021-22 season.

We are currently not accepting agreements for use of the Community Center & Library **YOUTH GYM**. To use the **COMMUNITY ROOM** inside the Community Center & Library please visit this link: <http://www.westseneca.net/news-and-events/community-interests/new-item#gsc.tab=0>

\*Dates are subject to change without notice.

### **FEES:**

The Town of West Seneca has revised its fees for Facility Use, Community & Special Events. At the West Seneca Town Board meeting on Monday, August 13, 2018, the following fees were updated:

Single-use fees are as follows: \$40/Diamond, \$30/Diamond Lights, \$100/Soccer Field, \$20/Fireman's Park Open Field. Single use is defined as a single game, practice, scrimmage, or similar type of use.

The Ice Rink fee is \$210 per hour.

The Community Event Fee of \$450 per day, per event, per location. (\$350/Highway, \$100/Recreation).

The Special Event fees will be determined from the calculation of overtime from the Buildings and Grounds department and the Town of West Seneca Police Department.

An event type will be determined by the Town based on the size, capacity, and duration of the event.

There could be an additional Police and Buildings and Grounds overtime fees associated with Single Use, Community Event & Special Event fees. There could be additional Recreation fees associated with Single Use, Community Event & Special Event fees. There could be additional Weeknight and Weekend fees associated with Single Use, Community Event & Special Event fees.

\*Fees are subject to change without notice.

### **INSURANCE REQUIREMENTS - MUST SUBMIT WITH STAGE 1**

Attached to the Non-Exclusive Facility Usage Permit & License Agreement must be a Certificate of Insurance (COI). The 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 of West Seneca 1250 Union Road, West Seneca NY 14224 as an additional insured. This document must be turned in with the information below, as it is needed to draft the agreement. An agreement application will not be accepted until the COI is submitted.

**COVID-19 REQUIREMENTS - MUST SUBMIT WITH STAGE 1**

Before you will be permitted to request and/or use Town of West Seneca Facilities, you must:

1. The Licensee must sign the affirmation regarding Interim Guidance for Sports and Recreation provided by New York State affirming they have read and understand their obligation to operate in accordance with the guidance and provide proof of the signing of the affirmation to the Town prior to use of the Town's Facility. The affirmation may be found at <https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/SportsAndRecreationMasterGuidance.pdf>. Such affirmation must be and proof of signature submitted during STAGE 1.
2. The Licensee is solely responsible for the preparation of their written safety plan as required by New York State Department of Health. Said written safety plan shall be submitted to the Town during STAGE 1.

**STAGE 1:**

AGREEMENT PROCESS STAGE 1: See the chart below, Column A for the due date.

In order to start the Non-Exclusive Facility Usage Permit & License Agreement process our department will need the COI and COVID-19 items as described above and the following information:

Licensee Information:

Name:

Address:

Phone:

Email:

Website:

Licensee Representative Information (This is the person signing the agreement):

Name and Title:

Address:

Phone:

Email:

Insured Cooperation Information (This information must match the information provided on the Insurance Certificate):

Name:

Address:

Phone:

Email:

Event Information:

Facility Requested:

Event Name:

Event Start Time/Date:

Event End Time/Date:

Event Description:

\*If this is for multiple single uses, please list all requested usage dates and times.

Also submitted before an agreement can be drawn up:

For road races, a map of the event is required.

For tournaments or events, a schedule is required.

*This information will not be accepted over the phone. Email the information and COI and COVID-19 requirements (two total) as outlined above to [lmasset@twyny.org](mailto:lmasset@twyny.org).*

You may be required to meet with the Recreation Supervisor and Highway Superintendent during this stage.

Providing the above information COVID-19 requirements and COI does not give you permission to use West Seneca Facilities. It is only the first step in the permit process.

**STAGE 2:**

AGREEMENT PROCESS STAGE 2: See the chart below, Column B for the due date.

After the West Seneca Youth & Recreation office receives the above information, we will draft an Agreement within five (5) business days. The agreement will then be emailed to the Licensee

Representative. The agreement must be placed on file a minimum of 30 days prior to the event. The agreement filed in our office must contain an original signature(s). Agreements that are copied, scanned, faxed, etc. will not be accepted. Agreements can be dropped off in person at 1300 Union Road, West Seneca, NY 14224 during our regular hours of operation. Agreements can be mailed to West Seneca Youth & Recreation 1250 Union Road West Seneca, NY 14224.

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**STAGE 3**

AGREEMENT PROCESS STAGE 3: See the chart below, Column C for approval date.

After the Town of West Seneca has reviewed the agreement and approved it the Licensee will be notified if the agreement was approved or denied. Depending on the size, capacity, duration, and other factors West Seneca Town Board approval may be required.

**DEADLINE/CUT OFF DATES FOR EACH STAGE:**

Please follow the below list of cut-off dates and deadlines for 2021 facility use. The 2022 due dates will be released after the Town of West Seneca 2022 Re-Org Meeting (in mid-Jan 2022).

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August 9	September 20	October 4
September 20	October 4	October 18
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October 18	November 1	November 15
November 1	November 15	November 29
November 15	November 29	December 13
November 29*	December 13*	December 27*
<b>*FINAL DATE TO HAVE ANY 2021 USE APPROVED OR JANUARY 2021 USE APPROVED</b>	<b>*FINAL DATE TO HAVE ANY 2021 USE APPROVED OR JANUARY 2022 USE APPROVED</b>	<b>*FINAL DATE TO HAVE ANY 2021 USE APPROVED OR JANUARY 2022 USE APPROVED</b>

2021 Dates will be released in mid-Jan!

West Seneca Youth & Recreation

1300 Union Road, West Seneca, NY, 14224

716-674-6086

[lmasset@twsnny.org](mailto:lmasset@twsnny.org) (Lauren J. Masset, Recreation Supervisor)