



## TOWN OF WEST SENECA

**LAUREN J. MASSET**  
RECREATION SUPERVISOR

**TOWN SUPERVISOR**  
GARY DICKSON  
**TOWN COUNCIL**  
WILLIAM HANLEY  
WILLIAM BAUER  
JOSEPH CANTAFIO  
JEFFREY PIEKAREC

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

**FROM:** Lauren J. Masset  
Recreation Supervisor

**DATE:** April 14, 2021

**RE:** Men's Senior Baseball League – Diamond Use 2021

Please allow the Supervisor to execute the necessary documents to enter into agreement with the insured Men's Senior Baseball League dba Men's' Adult Baseball League MUNY – Buffalo MSBL Ralph Proulx located at 428 Northwood Ave, Buffalo, NY, 14222 for use of Town of West Seneca Ball Diamonds.

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"), Ralph Proulx located at 428 Northwood Ave, Buffalo, NY, 14222 and the the insured Men's Senior Baseball League dba Mens' Adult Baseball League MUNY – Buffalo MSBL Ralph Proulx located at 428 Northwood Ave, Buffalo, NY, 14222 (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 and Title: Ralph Proulx  
Address: 428 Northwood Ave, Buffalo, NY, 14224  
Phone: 716-310-0500  
Email: proulxr66@gmail.com

5. On or before October 1, 2021, the Licensee shall pay \$40 for every single diamond use and in addition \$30 for every single 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).

- 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. If April 10 or September 10 fall on a weekend day or holiday, the date will be moved to the next business day.
- 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@twсны.org) and Brian Adams (badams@twсны.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: Ralph Proulx  
Dated: 4-13-2021

**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).

Town of West Seneca Ball Diamonds

**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 Ball Diamonds


**Permitted Use Dates/Times:** To be determined by the Licensee and West Seneca Youth & Recreation office unless other wise noted.

Other Information / Notes:

**TOWN OF WEST SENECA**

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

**(LICENSEE)**

Signature:   
Printed Name: Ralph Proulx  
Dated: 4-13-2021

**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.



**New York Forward**

## Business Affirmation

**We have received your reopening affirmation on 04/13/2021 at 07:11 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.*

### **MUNY - Buffalo MSBL**

Sports and Recreation  
Ralph Proulx  
(716) 310-0500  
proulxr66@gmail.com  
428 Norwood Avenue  
Buffalo, NY 14222  
Erie County



**MUNY – Buffalo MSBL - following rules have been implemented, to minimize risks related to COVID-19, for our participants:**

- \* Each team plays with their own league-provided baseballs as much as possible each inning, instead of exchanging with umpire or other team. If a ball is lost (fouled off, hit over a fence, etc), then they can use the game ball from the other team, or use a league-approved second ball of their own, in good condition.
- \* We encourage all players to use only their own equipment whenever possible, or clean/sanitize shared equipment between each use (including but not limited to baseballs, bats, gloves, etc.), and wash/sanitize hands often. Sanitizing products will not be provided by the League, and each team is responsible for supplying their own products to maintain good hygiene habits.
- \* There will be no spitting on/around the field of play (including spitting seeds), or within 6 ft. of any other individuals.
- \* Within the foul lines on the field of play, players are not required to wear masks, but can do so if they choose. When players leave the field of play, we ask that players wear masks, to reduce potential spread of COVID-19. When coaching bases, masks are recommended.
- \* The league encourages rosters and/or changes to rosters and team updates to be communicated via email or phone, instead of in person, as much as possible.
- \* Spectators are discouraged from attending and will not be permitted on the bleacher/bench areas during games.
- \* Please note, rules and guidelines may be added or adjusted throughout the season, at the discretion of League President.



## 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](https://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:**

MUNY - Buffalo MSBL

**Industry:**

Sports

**Address:**

428 Norwood Avenue, Buffalo NY 14222

**Contact Information:**

**Owner/Manager of Business:**

Ralph Proulx

**Human Resources Representative and Contact Information, if applicable:**

### 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?*

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

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

## 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?*

- 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?*

- 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?*

**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?*

- 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?*



- 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?*

**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?*

- 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?*

### 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?*

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

**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?*

*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?*



## IV. OTHER

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

MUNY — Buffalo MSBL - following rules have been implemented, to minimize risks related to COVID-19, for our participants:

- \* Each team plays with their own league-provided baseballs as much as possible each inning, instead of exchanging with umpire or other team. If a ball is lost (fouled off, hit over a fence, etc), then they can use the game ball from the other team, or use a league-approved second ball of their own, in good condition.
- \* We encourage all players to use only their own equipment whenever possible, or clean/sanitize shared equipment between each use (including but not limited to baseballs, bats, gloves, etc.), and wash/sanitize hands often. Sanitizing products will not be provided by the League, and each team is responsible for supplying their own products to maintain good hygiene habits.
- \* There will be no spitting on/around the field of play (including spitting seeds), or within 6 ft. of any other individuals.
- \* Within the foul lines on the field of play, players are not required to wear masks, but can do so if they choose. When players leave the field of play, we ask that players wear masks, to reduce potential spread of COVID-19. When coaching bases, masks are recommended.
- \* The league encourages rosters and/or changes to rosters and team updates to be communicated via email or phone, instead of in person, as much as possible.
- \* Spectators are discouraged from attending and will not be permitted on the bleacher/bench areas during games.
- \* Please note, rules and guidelines may be added or adjusted throughout the season, at the discretion of League President.

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](https://forward.ny.gov) and applicable Executive Orders at [governor.ny.gov/executiveorders](https://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.





**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
**04/08/2021**

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

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

<b>PRODUCER</b> SADLER & COMPANY, INC. P.O. BOX 5866 COLUMBIA, SOUTH CAROLINA 29250-5866	<b>CONTACT NAME:</b> Trisha Burns
	<b>PHONE (A/ C, No. Ext):</b> 800-622-7370   <b>FAX (A/ C, No):</b> 803-256-4017
	<b>E-MAIL ADDRESS:</b> trisha@sadlersports.com
	<b>PRODUCER CUSTOMER ID#:</b>


<b>INSURED</b> Men's Senior Baseball League dba Men's Adult Baseball League MUMY - Buffalo MSBL Ralph Proulx 428 Norwood Avenue, Buffalo, NY 14222	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: National Casualty		
	INSURER B:		
	INSURER C:		
	INSURER D:		

**COVERAGES** **CERTIFICATE NUMBER** **REVISION NUMBER**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		KRO000008628300	12:01AM ET 04/01/2021	12:01AM ET 04/01/2022	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							PREMISES MEDICAL PAYMENTS	\$5,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS- COMP/ OP AGG	\$2,000,000
							LEGAL LIABILITY TO PARTICIPANTS (see conditions)	\$1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON- OWNED AUTOS <input type="checkbox"/> NOT PROVIDED WHILE IN HAWAII						COMBINED SINGLE LIMIT (Ea Accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS- MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
B	<b>EXCESS MEDICAL</b>						MEDICAL	
							DEDUCTIBLE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Covered Sport: Member Baseball Team or League - 12 Team(s)  
 Team Names: Erie- Buffalo, Queen City, HR Derby, Buffalo A's, Crantz Top Soil, Outlaws, Niagra Phillies, Kuhn Contracting, Stingers, Bulldogs, Buffalo Nine, Buffalo Anvil  
 Legal Liability to Participants Policy Conditions: Waiver Release is required. If no waiver is produced- \$5,000 Deductible Applies.  
 The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.

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

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KRO0000008628300	03/29/2021	MUMY - Buffalo MSBL	

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

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

This endorsement modifies insurance provided under the following:

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

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

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

However:

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

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

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

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

**Schedule of Additional Insureds:**

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



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

Name: RALPH PROULX  
MEN'S SENIOR BASEBALL LEAGUE ORA MEN'S ADULT BASEBALL LEAGUE  
Address: 478 NORWOOD AVENUE, BUFFALO, NY 14222  
Phone: 716-310-0500  
Email: PROULXR66@GMAIL.COM

Event Information: BASEBALL GAMES

Facility Requested: 1250 UNION ROAD, CENTENNIAL FIELD 90' DIAMOND  
WITH LIGHTS

Event Name: BASEBALL GAMES

Event Start Time/Date: 6 PM - 11 PM 6/24/21, 7/1/21, 7/27/21, 7/29/21, 8/3/21  
8/5/21, 8/10/21, 8/12/21, 8/17/21, 8/19/21, 8/24/21, 8/26/21  
Event End Time/Date:

Event Description: BASEBALL GAMES

\*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.*

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.

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.

[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)

### 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: RALPH PROULX

Address: 428 NORWOOD AVENUE, BUFFALO, NY 14222

Phone: 716-310-0500

Email: PROULXR66@GMAIL.COM

Website: ERIEBUFFALO.COM

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

Name and Title: RALPH PROULX PRESIDENT / COMMISSIONER

Address: 428 NORWOOD AVENUE, BUFFALO, NY 14222

Phone: 716-310-0500

Email: PROULXR66@GMAIL.COM



**MUNY**



April 13, 2021

**Ms. Lauren J. Masset  
Recreation Supervisor  
Town of West Seneca  
1300 Union Road  
West Seneca, NY, 14224**

Dear Lauren:

This letter is to formally request West Seneca Centennial Field baseball diamond for the MUNY-MSBL league.

Please contact me for any additional information needed. My cell phone number is 716-310-0500.

Thank you in advance for your help.

Sincerely,

**MUNY – BUFFALO MSBL BASEBALL LEAGUE**

Ralph J. Proulx  
League Director

RJP: klp