



## TOWN OF WEST SENECA

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

**LAUREN J. MASSET**  
RECREATION SUPERVISOR

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

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

**DATE:** August 13, 2021

**RE:** Spectrum Health and Human Services – International Overdose Awareness Day 2021

Please allow the Supervisor to execute the necessary documents to enter into an agreement with Spectrum Health and Human Services located at 227 Thorn Road, Orchard Park, NY, 14127 for the use of the Lions Bandshell and the grassy area on August 30, 2021.

There is no usage fee for this event.

This is for an "Overdose Awareness & Education" event with music by Patti Parks Band. The event will include overdose education, music, food trucks, etc. The event will be August 30, 2021, from 5:00 – 8:00 PM.

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

This Non-Exclusive Facilities Usage Permit & License Agreement (the "Agreement") is by and between the Town of West Seneca, located at 1250 Union Road, West Seneca, New York (the "Town"), and the insured Spectrum Health and Human Services Bruce Nisbet & Donald Dauman located at 227 Thorn Ave, Orchard Park, NY, 14127 (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 herein. 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 permitted use of the Lions Bandshell and Grassy Area within Veterans Park (1250 Union Road, West Seneca, NY, 14224 on August 30, 2021, from 4:00 – 8:30 PM. 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 August 30, 2021, and end on August 30, 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

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**THIS AGREEMENT (WITH ALL REQUIRED ITEMS) MUST BE TURNED INTO WEST SENECA  
YOUTH & RECREATION A MINIMUM OF THIRTY BUSINESS DAYS PRIOR TO THE EVENT.**

representations and warranties made by the Licensee Representative purportedly on behalf of the Licensee:

Licensee Representative

Name and Title: Cindy Voelker, Associate CEO

Address: 227 Thorn Ave. Orchard Park NY 14127

Phone: 716-662-2040

Email: voelkerc@shswny.org

5. On or before October 1, 2021, the Licensee shall pay \$000.00 per each single 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.

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

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**THIS AGREEMENT (WITH ALL REQUIRED ITEMS) MUST BE TURNED INTO WEST SENECA YOUTH & RECREATION A MINIMUM OF THIRTY BUSINESS DAYS PRIOR TO THE EVENT.**

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/ 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. Please note that Recreation must submit the weekly schedule to B&G several days in advance for the following week. Therefore, any requests for use and/or cancellations must be made by the week before by Wednesday at 4:00 PM. No uses will be accepted after Wednesday at 4:01 PM for the following week. The weeks run Monday – Sunday. In the event you do not cancel by the week before by Wednesday at 4:00 PM, you will be charged for the usage.
- 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 minimum 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. 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. 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.

8. 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.

Other Town obligations:

9. 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.

10. 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.

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

12. 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.

13. The Licensee agrees to indemnify and hold harmless the Town from any and all liability, damages, expenses, causes of action, suits, judgments and claims of any nature arising out of or in any manner connected with injury to persons or property which results from the 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 B. 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.

14. 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: Cindy Voelker  
Printed Name: Cindy Voelker, Associate CEO  
Dated: 8/12/2021

**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 – CERTIFICATE OF INSURANCE** - See Attached

**Notes:**

Facility Requested: Lions Bandshell

Event Name: Overdose Awareness & Education with music by the Patti Parks Band

Event Start Time/Date: August 30, 2021 / 5pm

Event End Time/Date: August 30, 2021 / 8pm

Event Description: overdose education, music, food trucks

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

- Attached - COI Attached
- Required Signature (1) by Licensee
- If applicable race/event maps, schedules, descriptions, etc.





SPECT-1

OP ID: S

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**08/11/2021**

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

<b>PRODUCER</b> Franz-Manno Service Corp. 501 John James Audubon Ste.102 Amherst, NY 14228	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>716-631-2404</b> FAX (A/C, No): <b>716-631-2409</b> E-MAIL ADDRESS:
<b>INSURER(S) AFFORDING COVERAGE</b>	
INSURER A: <b>Philadelphia Ins. Companies</b>	
<b>NAIC # 23850</b>	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

**INSURED**  
 Spectrum Health and Human Services  
 Bruce Nisbet & Donald Dauman  
 227 Thorn Ave.  
 Orchard Park, NY 14127

**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	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	PHPK2217430	01/01/2021	01/01/2022	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>3,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>3,000,000</b> \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2217430	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED WHEN REQUIRED BY WRITTEN CONTRACT**

<b>CERTIFICATE HOLDER</b>  <p style="text-align: center;"><b>WESTSEN</b></p> TOWN OF WEST SENECA 1250 UNION RD WEST SENECA, NY 14224	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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