

AGREEMENT

For Use of Facilities of the Town of Pendleton
By Non-Town Organizations

RECEIVED
JAN 6 2 2024

BY:

Name of Organization BSA Troop 98

Name of Representative Chris Schulte

Mailing Address 5791 Donner Rd. Lockport, NY Phone 443-465-8975

Contact Person (if different) _____ Phone _____

Requests use of the facilities at Town Hall Park Shelter Elementary Old Highway Garage Nine Mile Island

Other (specify) Nine Mile Island

Room(s) (if applicable, please specify) _____

Equipment (if applicable, please specify) _____

Other (describe) _____

Date(s): 1/13 - 1/14 Time(s): Start 9:00 AM PM; End 9:00 AM PM

Please describe activity Overnight Camping and trail clean up

It is mutually agreed that only the facilities listed above are to be used by the above named organization and only for the date(s) and time(s) requested.

Date 12/28/23 Signature of Organization Representative [Signature]

Remarks _____

Note: It may become necessary to displace a group/activity due to unforeseen circumstances. Town of Pendleton activities will at all times take priority over non-Town activities.

Town Clerk Authorization

Date _____ Signature of Town Clerk _____

Park facilities use also requires Signature of Highway Superintendent _____

Insurance Certificate Required YES NO Certificate Provided YES NO

Requested Facilities Available YES NO

Remarks _____

Town Board Authorization

Authorized by _____ Approved at _____ TB Meeting

Date _____ Signature / Title of Authorizing Authority _____

**FACILITIES USE AGREEMENT
RULES AND REGULATIONS**

It is the responsibility of the Town Board to assure that the use of Town buildings, equipment and grounds will at all times meet New York State, Niagara County, and Town of Pendleton rules, regulations, ordinances, and law.

Your assistance and cooperation in following the rules identified below will assist the Town Board in fulfilling their responsibility to the community. Please be aware that any group unable to comply with these rules may be assessed for damages that occur to the Town facilities during use or have their building use privileges suspended or discontinued.

All groups requesting the use of Town of Pendleton facilities must agree to the following conditions:

1. Alcoholic beverages are not permitted on Town property
2. Smoking on Town property is not permitted
3. Fighting or other violent acts are not permitted on Town property
4. Any individual or group that damages Town property shall be responsible for all costs required for repair. Groups are responsible to report items damaged during use.
5. Groups are responsible to return the facilities to the same safe condition in which they were found. Nothing will be removed from any building at any time.
6. Groups are responsible to provide their own on-site supervision and shall remain with the group until all participants have left the premises. Participants should remain in the area that was approved for their use on their building use form.
7. Groups that have not received proper authorization from the Town to use Town facilities will not be permitted in/on Town properties. Proper authorization includes a Board-approved building use form.
8. A **Certificate of Insurance** must be obtained with the Town of Pendleton as the certificate holder on the sponsoring group's liability policy, along with this signed form. In the description of the operations box the following must be included:
 - a. The group name and activity
 - b. The Town must be named as Additional Insured on a **primary and non-contributory** basis including the following statement: *"Town of Pendleton and its employees, elected leaders, committee members, board members, are hereby named as Additional Insured."* The Certificate **MUST** reference the policy form(s) being used to effect this **PRIMARY AND NON-CONTRIBUTORY** coverage.
9. **Certificate of Insurance** must have the required insurance coverage checked () below with carriers with an A.M. Best rating of A- or higher and licensed as "admitted" carriers by NYS Insurance Department :
 - a. Occurrence based **Commercial General Liability** coverage to include bodily injury, personal injury and property damage liability.

General Aggregate	\$2,000,000
Products & Comp/Ops. Aggregate	\$1,000,000
Personal & Adv. Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$ 50,000
Medical Expense (any one person)	\$ 5,000
 - b. **Sexual Misconduct (Molestation or Abuse) Liability**

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
 - c. **Automobile Liability** insurance covering all owned, hired and "non-owned" vehicles with a minimum limit of:

Combined Single Limit	\$1,000,000
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 - d. **Umbrella or Excess Liability**

Per Occurrence	\$5,000,000
Aggregate	\$5,000,000
 - e. **Workers' Compensation** - evidence must be presented on form C-105.2 or U.26.3
 - f. **New York Disability Benefits** - evidence must be presented on form DB-120.1

I Chris Schalte agree on behalf of the organization indicated below that all members and guests will observe the above regulations and that we, individually and as an organization, will assume full financial responsibility for any and all damages done to Town of Pendleton property. We also agree that our organization will at all times hereafter indemnify the Town of Pendleton against any loss, damage or expense of any kind, which said Town may sustain or incur as a result of the attached approved Facilities use by our organization and we will further hold said Town harmless for loss of any kind in connection therewith.

BSA Troop 98
Name of Group

[Signature]
Signature of Requesting Officer

12/28/23
Date

Subject **RE: [EXTERNAL]Boy scouts insurance**
From Christopher Ross <cross@evansagencyins.com>
To Ron Miller <rmiller@evansagencyins.com>, Scott Lombardo <slombardo@pendletonny.us>
Cc Joel Maerten <jmaerten@pendletonny.us>
Date 2023-10-03 14:52



- BS Tr 47 FUA (1) (002).pdf(~2.0 MB)
- BSA COI.pdf(~156 KB)
- Description of Coverage for ITC 2023.pdf(~131 KB)
- Explanation of COI.pdf(~147 KB)

Hi Scott,

Attached are copies of the coverage documents and facilities-use agreement for the Boy Scouts group. I also received an explanation from their contact person that this insurance program applies to any unit (troops/packs) within the WNY Scout Council. Please let me know if you have any questions or need anything else.

Thank you,

Chris

Christopher Ross RMPE
Senior Public Entity Account Manager
Evans Insurance Agency
6460 Main St, Williamsville NY 14221
Phone: 716-926-8448 | Fax: 716-926-8690
Email: cross@evansagencyins.com | evansbank.com/insurance

-----Original Message-----

From: Ron Miller <rmiller@evansagencyins.com>
Sent: Tuesday, October 3, 2023 4:42 PM
To: Scott Lombardo <slombardo@pendletonny.us>
Cc: Christopher Ross <cross@evansagencyins.com>; Joel Maerten <jmaerten@pendletonny.us>
Subject: RE: [EXTERNAL]Boy scouts insurance

Scott

No problem, happy to answer any questions. We have received the last piece of information on the Medical coverage from the WNY Scout Council today. Chris Ross from our office has forwarded to Joel. The COI specifically lists the Town, Board etc.... It puts the Town of Pendleton in a much better position. Your facilities use document that you have in place also helps protect the Town when executed. Chris please forward a copy of all the coverage information to Scott. Scott if you have any questions please contact Chris or myself.

Best Regards

Ron

Ronald E Miller
Evans Insurance Agency
Vice President CPCU, CRM, MBA
6460 Main St
Williamsville, NY 14221
716-864-4491
Rmiller@evansagencyins.com

-----Original Message-----

From: Scott Lombardo <slombardo@pendletonny.us>
Sent: Tuesday, October 3, 2023 9:55 AM
To: Ron Miller <rmiller@evansagencyins.com>
Subject: [EXTERNAL]Boy scouts insurance

EXTERNAL EMAIL: Do not open attachments/click links if it is not expected and/or source is unknown.

Hi Ron, I am told that you have been working with a rep from the Boy Scouts so that they can start using 9 mile island. Can you please send me the requirements that each group needs to meet and a copy of the insurance certificate that they provided so I can hopefully get this straightened out on the town end. If you have any questions please call me. I would like to get this wrapped up asap. Thank you. Scott Lombardo
Sent from my iPhone

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ACE American Insurance Company
(A Stock Company)
Philadelphia, PA
(Herein called We, Us, Our)

Council Name: Iroquois Trail
Effective Date: 01/01/2023
Premium Amount: [REDACTED]
Date Paid: [REDACTED]

Council #: [376]
Expiration Date: 12/31/2023
Premium Paid: [REDACTED]
Balance Due: [REDACTED]

Policy Number PTP N00327402

Description of Coverage

Eligibility: All persons officially registered with the Boy Scouts of America (BSA), according to the following classifications:

- Class 1*: All Youth; Learning for Life Explorer; Venturing Crew; Seasonal Volunteer Non-Paid Staff; and Non-Scouts, and Non-Scouters, but only while attending scheduled activities for the purpose of becoming registered Leaders and Scouts.
- Class 2*: All Adult Volunteer Leaders, including Den Aides and Chiefs who are 21 years of age or older (18 years of age or older if an Assistant Scoutmaster, Assistant Den Leader, Assistant Cub Master, or Assistance Webelo Den Leader).
- Class 3*: All Learning for Life School based program participants.
- Class 4*: Guest** of the Policyholder.

Classes 2, 3 and 4 are eligible for coverage if coverage is elected in the Application.

*Does not include coverage for youth and adult members of units sponsored by the Church of Latter Day Saints.

**Guests means parents, grandparents and siblings of registered members of the Boy Scouts of America who are participating in BSA Council sponsored family events.

A person may be insured only under one Class of Eligible Persons even though he or she may be eligible under more than one class.

Period of Coverage: You will be insured on the Effective Date shown above, provided the premium payment is received by the administrator, Health Special Risk, Inc. Your coverage will end on the earlier of: 1) the Termination Date shown above; or 2) the period ends for which premium is paid.

Definitions: "Covered Accident" means an accident that occurs while Your coverage is in force and results directly and independently of all other causes in a loss or Injury covered by the Policy for which benefits are payable. "Covered Expenses" means expenses You actually incurred by You for treatment, services and supplies covered by the Policy. Coverage under this Policy must remain continuously in force from the date of the Covered Accident until the date treatment, services or supplies are received for them to be a Covered Expense. A Covered Expense is deemed to be incurred on the date such treatment, service or supply, that gave rise to the expense or the charge, was rendered or obtained. "Injury" means accidental bodily harm You sustained that results directly and independently from all other causes from a Covered Accident. The Injury must be caused solely through external, violent and accidental means. All injuries sustained by one person in any one Covered Accident, including all related conditions and recurrent symptoms of these injuries, are considered a single Injury. "Medically Necessary" means a treatment, service, or supply that is: 1) required to treat an Injury; 2) prescribed or ordered by a Doctor or furnished by a Hospital; 3) performed in the least costly setting required by Your condition; and 4) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered. Purchasing or renting 1) air conditioners; 2) air purifiers; 3) motorized transportation equipment; 4) escalators or elevators in private homes; 5) eye glass frames or lenses; 6) hearing aids; 7) swimming pools or supplies for them; and 8) general exercise equipment are not Medically Necessary. A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may consider the cost of the alternative to be the Covered Expense. "Sickness" means Your illness, disease or condition that causes a loss for which a You incur medical expenses while covered under this Policy. All related conditions and recurrent symptoms of the same or similar condition will be considered one Sickness. "Usual and Customary Charge" means the average amount charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided.

Covered Activities:* The Insured will be covered while: 1) participating in an official Scouting or Learning for Life activity. Seasonal camp staff persons are also covered during their off-duty hours; and 2) traveling to and from an official Scouting or Learning for Life activity. The Covered Accident or Sickness must take place: 1) on the premises of the Policyholder during normal hours of operation; or 2) on the premises of the Policyholder during other periods if attending or participating in a Covered Activity; or 3) away from the premises of the Policyholder while attending or participating in a Covered Activity at its scheduled site. The Covered Activity includes travel without deviation or interruption between home and the site of the Covered Activity. Travel time includes the time: 1) to or from home and the premises of the Covered Activity; 2) before the appointed time; and 3) after the Covered Activity is completed.

*This Policy does not provide benefits for attendance or participation in any events held at any of the following Boy Scouts of America High Adventure Bases:

- Florida National High Adventure Sea Base, Isla Morada, FL
- Northern Tier National High Adventure Program, Ely, MN
- Philmont Scout Ranch, Cimarron, NM
- The Paul R Christen National High Adventure Base at the Summit Bechtel Reserve, Mount Hope, WV

Accidental Death and Dismemberment Benefit: If an Insured's Injury results in any of the following losses within the Time Period for Accident shown below, We will pay the sum shown opposite the loss. We will not pay more than the Principal Sum for all losses due to the same accident.

Principal Sum: \$10,000	Time Period for Accident for:	Heart Failure	90 Days
		Quadriplegia, Paraplegia, Hemiplegia	60 Days and continuing for one year
		All Other Covered Losses	365 Days

(Council Plan)



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Western New York Scout Council #380 Boy Scouts of America 2860 Genesee Street Buffalo NY 14225-3131	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

For: All Official Scouting Activities
 Certificate Holder includes Town of Pendleton and its employees, elected leaders, committee members, and board members are additional insured. For Western New York Scout Council All Scouting Activities at 9 Miles Island 23-355 Orbit Drive, Buffalo, NY 14228 various Camping sites available by Reservations during the policy period.

