



## TOWN OF WEST SENECA

**LAUREN J. MASSET**  
RECREATION SUPERVISOR

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

---

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

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

**DATE:** March 26, 2019

**RE:** Fourteen Holy Helpers Parish – Mathletes 5K - 2019

Please allow the Supervisor to execute the necessary documents to enter into an agreement with the insured USA Track & Field (Fourteen Holy Helpers Parish) to hold their annual Mathletes 5K on May 4, 2019.

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 (Fourteen Holy Helpers Parish) USA Track & Field, Inc. , located at 130 East Washington Street, Suite 800, Indianapolis, IN, 46204 (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 3, 2019**, and end on **May 5, 2019**, 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

**PAGE 1 OF 6**

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

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: Carol Winiarski, Co-Chair

Address: 177 Hillpine Road, Cheektowaga, NY, 14224

Phone: 716-572-3698

Email: [carolski@roadrunner.com](mailto:carolski@roadrunner.com)

5. On or before April 15, 2019, the Licensee shall pay \$450.00 for 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.

Payment should be made in the form of two checks (\$350.00 made out to West Seneca Highway and \$100.00 made out to West Seneca Recreation).

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.
- Races/Tournaments/Community Events/Special Events/Other Events: Licensee must attach a race map and schedule to this agreement. Licensee must contact Highway Superintendent Matthew D. English (716-674-4850) and Police Chief Dan Denz (716-674-2943) to discuss this event during the permit process.

PAGE 2 OF 6

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

- 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](mailto:lmasset@twsny.org)) and Matthew D. English ([menglish@twsny.org](mailto:menglish@twsny.org)) no later than 10 days before the event.
- All Use Types – Licensee understands that the Town of West Seneca reserves the right to cancel this agreement at anytime without notice or warning.

7. Other Town obligations:

8. Failure of the Parties to agree upon any changes to, or extension of, the Permitted Use Dates will result in expiration of the Term; if that occurs, the Town will have no liability for damages of any kind whatsoever to the Licensee. The Town, in its sole discretion, may terminate this Agreement on the basis of any termination right set forth anywhere in this Agreement, including but not limited to any violation of the Facilities Usage Rules and Regulations.

9. The Licensee will only engage in Permitted Uses, all other uses are prohibited. The Licensee will engage in Permitted Uses in a manner that will protect and not damage the Facilities, and will immediately notify the Town in writing of any prohibited uses by the Licensee or its invitees.

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

11. Neither the Licensee nor its invitees will make any alterations, improvements or changes of any kind to any of the Facilities or other Town property. If any alterations take place, the Licensee will immediately notify the Town in writing of such prohibited alterations. If any damage is sustained by the Facilities during the Licensee's use, then the Licensee shall pay the Town for such damages.

12. The Licensee agrees to indemnify and hold harmless the Town from any and all liability, damages, expenses, causes of action, suits, 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.

13. 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: Sheila M. Meegan, West Seneca Town Supervisor  
Dated: \_\_\_\_\_

**(LICENSEE)**

Signature:   
Printed Name: Carol Winiarski  
Dated: 3/20/19

**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**

Road Race – Facilities to be determined between Licensee and Highway Superintendent Matthew D. English. Licensee must contact Matthew D. English directly, before April 15, 2019.

**EXHIBIT C - Permitted Use and the Permitted Use Dates**

May 4, 2019 from 8:00 AM – 1:00 PM  
Road Race

Other Information / Notes:

5K

Indian Church Road & Surrounding Streets by 14 Holy Helpers – Race Map Attached

**TOWN OF WEST SENECA**

Signature: \_\_\_\_\_

Printed Name: Sheila M. Meegan, West Seneca Town Supervisor

Dated: \_\_\_\_\_

**(LICENSEE)**

Signature: \_\_\_\_\_

Printed Name: Carol Winiarski

Dated: \_\_\_\_\_

*Carol Winiarski*  
3/20/19

# CERTIFICATE OF INSURANCE

PRINTDATE: 3/7/2019

CERTIFICATE NUMBER: 20190307690926

**AGENCY:**

Integro USA Inc.  
d/b/a Integro Insurance Brokers  
2727 Paces Ferry Road, Building Two, Suite 1500  
Atlanta, GA 30339  
678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**NAMED INSURED:**

USA Track & Field, Inc.      Fourteen Holy Helpers Parish  
130 East Washington Street, Suite 800  
Indianapolis IN 46204

**INSURERS AFFORDING COVERAGE:**

INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058  
INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058

**EVENT INFORMATION:**

7th Annual Mathletes Cindy Frank Memorial 5K Run & 1 Mile Walk (5/4/2019 - 5/5/2019)

**POLICY/COVERAGE INFORMATION:**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	PHPK1899025	11/1/2018 12:01 AM	11/1/2019 12:01 AM	GENERAL AGGREGATE (Applies Per Event)      \$3,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE      \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.)      \$1,000,000
					MEDICAL EXPENSE (Any one person)      EXCLUDED
					PERSONAL & ADV INJURY      \$1,000,000
					PRODUCTS-COMP/OP AGG      \$3,000,000
B	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	PHUB652176	11/1/2018 12:01 AM	11/1/2019 12:01 AM	EACH OCCURRENCE      \$10,000,000
					AGGREGATE (Applies Per Event)      \$10,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:**

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an additional insured per the following endorsement: Additional Insured - Certificate Holders (Form PI-AM-002)

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01)

The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

Excess policy follows form of underlying General Liability.

**CERTIFICATE HOLDER:**

The Town of West Seneca  
1250 Union Road  
West Seneca NY 14224

**NOTICE OF CANCELLATION:**

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:**



4

Current Membership # [.....]

Login

Join/Renew Now

USATF STORE

ABOUT EVENTS/CALENDAR NEWS STATS ATHLETE BIOS PRODUCTS/SERVICES SPORTS RESOURCES FOR...

USATF Event Sanction Application - Confirmation

Please print this page for your records

Your event sanction application for the 7th Annual Mathletes Cindy Frank Memorial 5K Run & 1 Mile Walk on 5/4/2019 has been submitted. USATF and the USATF Association in which this event is taking place will review the application and approve or deny it. Please allow 7-10 business days for you application to be processed. You will receive an email should we encounter any problems when reviewing your sanction.

Third-party certificates will be reviewed and issued upon approval of the event sanction application.

Sanction number:	19-04-043	
Event being sanctioned:	7th Annual Mathletes Cindy Frank Memorial 5K Run & 1 Mile Walk West Seneca, NY, US 5/4/2019	\$195.00
Third-party certificates:	The Town of West Seneca Eclipse multisport	\$0.00 \$0.00
<b>Grand Total:</b>		<b>\$195.00</b>

\* fee is based on an event size of 101-250 participants organized by a non-member organization in the Niagara Association (more info)

Payment Details

Date:	1/16/2019 12:18:15 AM PT
Amount:	\$195.00
Payment ID:	PAYID-LQ7L4LA4P122424NA662924B

All sanctions and third-party certificate requests are non-transferable and non-refundable.

Please note, when organizing your event, USATF recommends that you refer to the safety materials available at www.usatf.org/Products---Services/Event-Sanctions/Forms.aspx



About

- Association
- Bylaws & Regulations
- Employment & Internships
- Organizational Directory
- Annual Report
- Event Sanctions
- Memberships
- Course Certification

News

- Athlete Bios
- Stats
- Records
- Top Marks Lists
- Committees

Sports

- Track & Field
- Cross Country
- Field Running
- Road Walking
- Mountain Ultra Trail

Groups

- Youth Athlete
- Masters Athletes
- Elite Athletes
- Athlete Alumni
- Coaches
- Officials
- Athlete Representatives
- Event Directors
- Media

Events

- Search the Calendar
- Team USA Events
- National Championships
- USA Fencing Circuit
- USATF Championship Series
- International Schedule
- USATF Annual Meeting

Customer Service

- Login
- Individual Memberships
- Club Memberships
- Star Ratings & Exchanges
- Photo Upload Program
- Contact Us
- Privacy & Other Policies

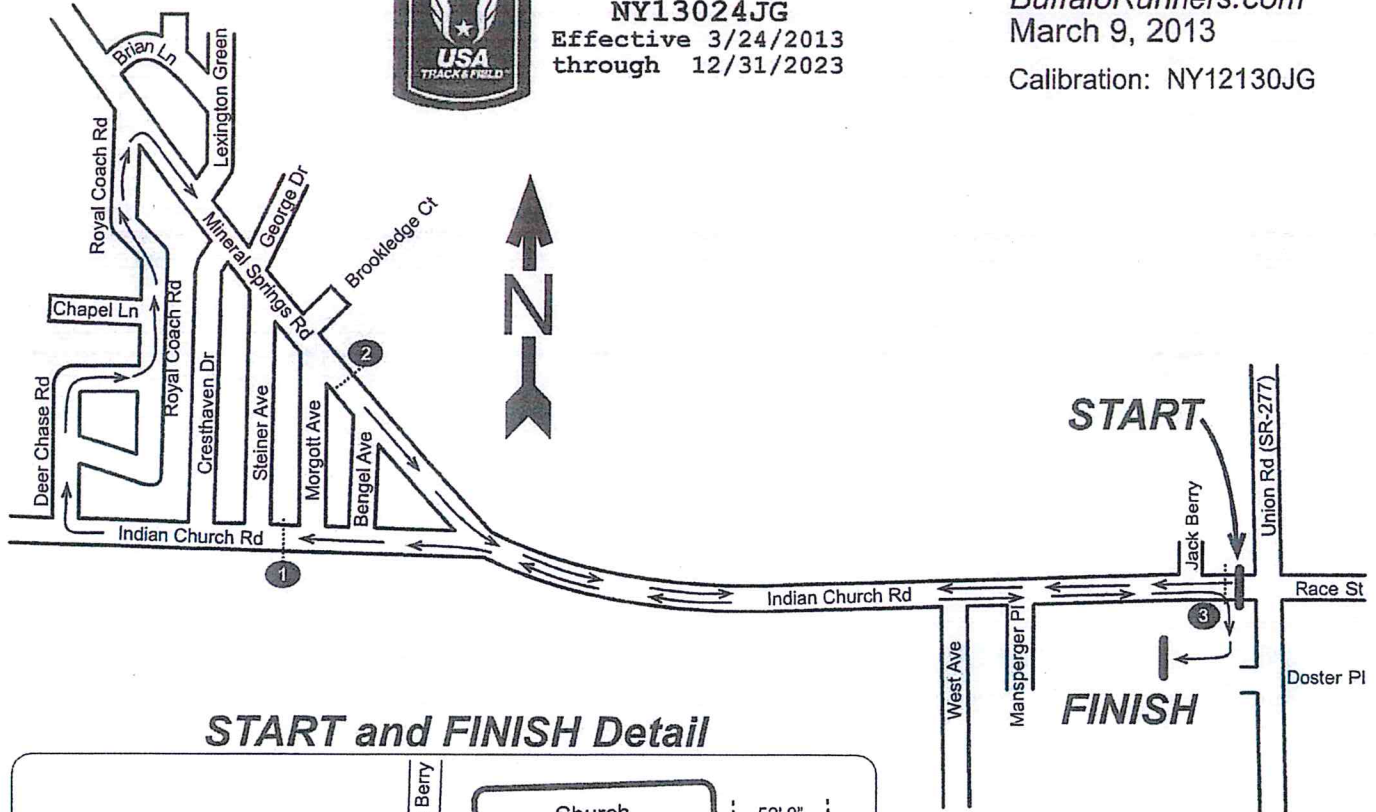
# 14 Holy Helpers School 5K

## West Seneca, NY

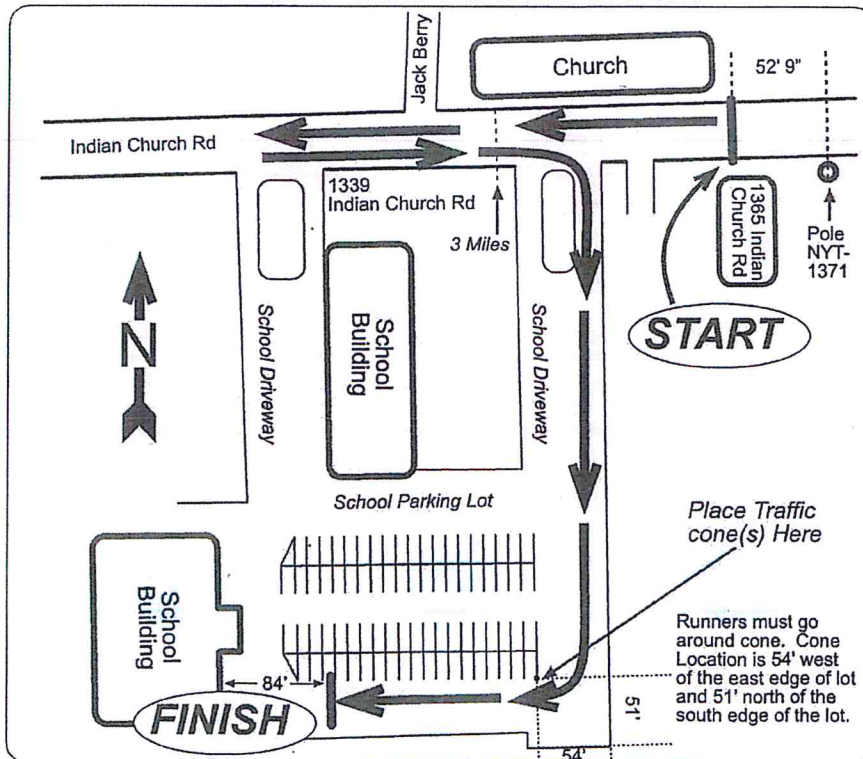


**Certified Course**  
 NY13024JG  
 Effective 3/24/2013  
 through 12/31/2023

Measured by Jeff John  
*BuffaloRunners.com*  
 March 9, 2013  
 Calibration: NY12130JG



### START and FINISH Detail



### MILE SPLITS

- START** 1365 Indian Church Rd, 52' 9" past (west of) Pole # NYT 1371, and at water cap in street, and 3' before west edge of building at this address.
- 1-MILE** 836 Indian Church Rd.
- 2-MILE** Between 1150 and 1156 Mineral Springs Rd, and at center of Pole NYT 1194.
- 3-MILE** On Indian Church Rd 6' before (west of) Pole # NYT 1343.
- FINISH** South row of school parking lot and 84' east of building.

# Walkers Route

