



TOWN OF WEST SENECA

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

**TO:** Honorable Town Board / Town of West Seneca  
**FROM:** Lauren J. Masset  
Recreation Supervisor  
**DATE:** February 27, 2018  
**RE:** 2018 Community 5K – June 21, 2018

Dear Honorable Town Board,

Please allow the Supervisor to execute the necessary documents to enter into an agreement with the West Seneca Sports Boosters (USA Track & Field, Inc) for the 2018 West Seneca Community 5K Run/Walk.

Respectfully Submitted,

Lauren J. Masset  
Recreation Supervisor

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"), Jeffrey M. Zubler located at 28 Rebecca Way West Seneca, NY 14224 and the insured USA Track and Field, Inc. located at 132 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 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 June 19, 2018, and end on June 21, 2018, 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: Jeffrey M. Zubler, Race Director  
Address: 28 Rebecca Way West Seneca, NY 14224  
Phone: (716) 675-2392  
Email: jzubler22@yahoo.com

5. On or before June 1, 2018, the Licensee shall pay \$350.00 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. *(Please write one check for \$50.00 to West Seneca Recreation and one check for \$300.00 to West Seneca Highway Department).*

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 900 Mill Road, #211, West Seneca, NY, 14224 (Please be advised we are moving in 2018 to 1300 Union Road, West Seneca, NY 14224. Call 674-6086 before you come). 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 900 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.

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.

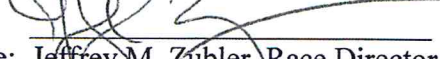
12. The Licensee agrees to indemnify and hold harmless the Town from any and all liability, damages, expenses, causes of action, suits, judgments and claims of any nature arising out of or in any manner connected with injury to persons or property which results from the Town's use and access of the Facilities, 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: Jeffrey M. Zubler, Race Director  
Dated: 3/12/18

## **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. 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**

June 19, 20, 21, 2018 3:00 – 8:00 PM – Race Packet & Information Pick-up under the Veterans Park Playground Shelter, on the Bandshell OR a 10 x 10 or smaller pop up tent located within the Veterans Park Complex. The Town of West Seneca will not provide the pop up tent. The tent will need to be taken down each night.

West Seneca Community 5K

June 21, 2018 8:00AM – 11:00 PM RACE START TIME at 6:30 PM

Use of Town Pool Bathrooms, Picnic Shelter and Veterans Memorial Park. Please note that Town of West Seneca Parks and Facilities Close at Dusk.

Race/Walk to benefit the scholarship and mini-grant programs by the East Spirit Boosters and the West Seneca Sports boosters.

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

June 19, 20, 21, 2018 3:00 – 8:00 PM – Race Packet & Information Pick-up under the Veterans Park Playground Shelter, on the Bandshell OR a 10 x 10 or smaller pop up tent located within the Veterans Park Complex. The Town of West Seneca will not provide the pop up tent. The tent will need to be taken down each night.

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Race/Walk to benefit the scholarship and mini-grant programs by the East Spirit Boosters and the West Seneca Sports boosters.

**TOWN OF WEST SENECA**

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

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

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

**(LICENSEE)**

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

Printed Name: Jeffrey M. Zubler, Race Director

Dated: 3/12/18









# West Seneca Community 5K

## West Seneca, NY



### USATF Certificate

NY14050JG

Effective: 05/27/2014 through 12/31/2024

Course Distance:	5 Km
Date Measured:	May 26, 2014
Measured By:	Jeff John <i>BuffaloRunners.com</i>
Calibration Course:	NY12130JG
Notes:	Runners may have use of entire road surface to attain shortest distance.

### Mile Splits

**START** On Legion Dr west of Veterans Dr and 22' west of center of Pole # 47-3 (Bell Atlantic 27-3), and 14' east of steel sewer grate located on south side of Legion Dr

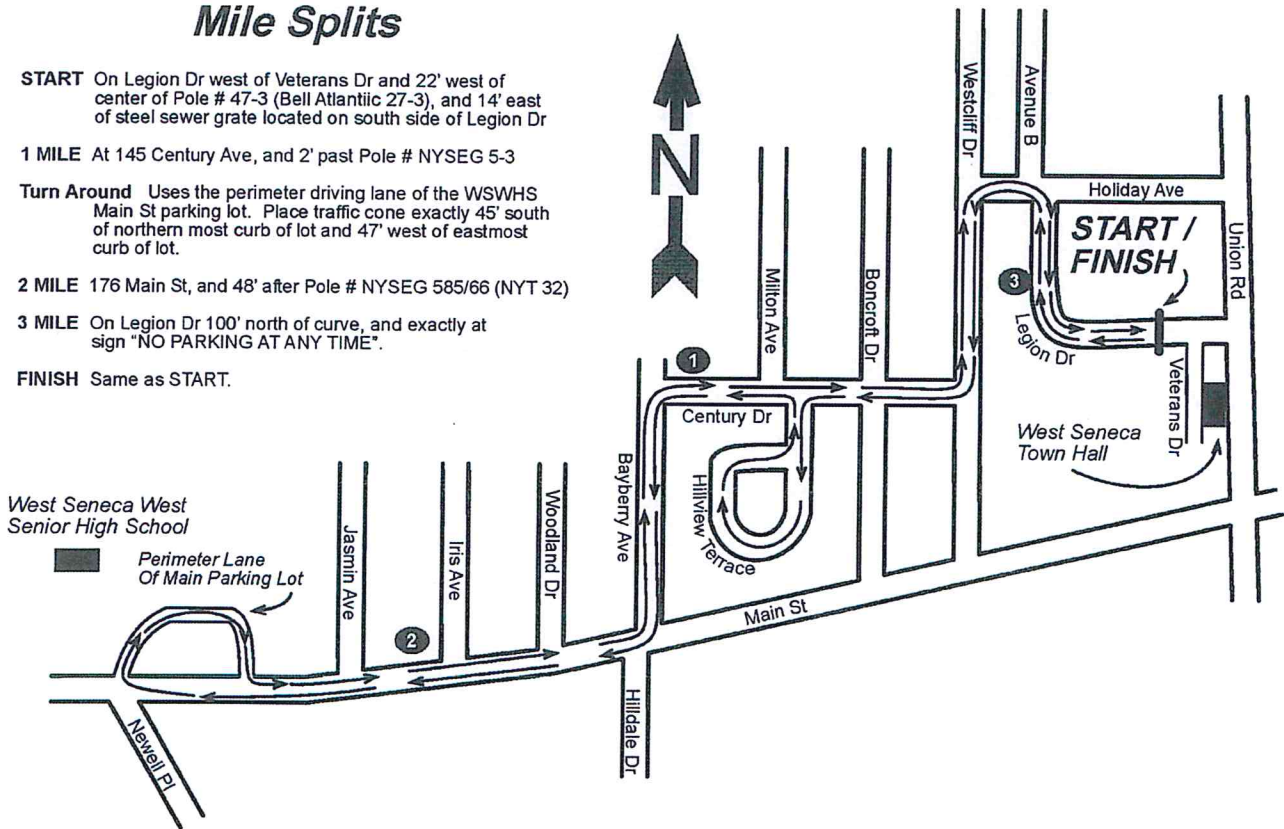
**1 MILE** At 145 Century Ave, and 2' past Pole # NYSEG 5-3

**Turn Around** Uses the perimeter driving lane of the WSWHS Main St parking lot. Place traffic cone exactly 45' south of northern most curb of lot and 47' west of eastmost curb of lot.

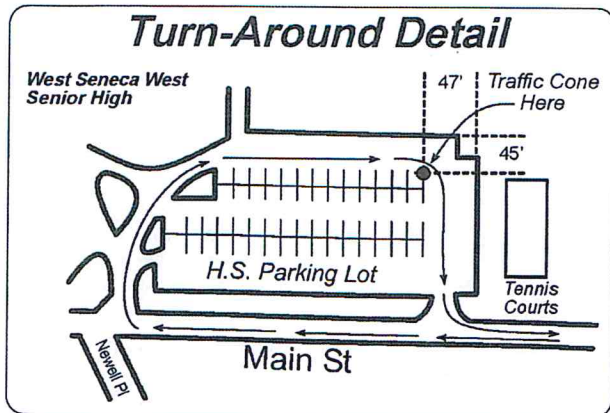
**2 MILE** 176 Main St, and 48' after Pole # NYSEG 585/66 (NYT 32)

**3 MILE** On Legion Dr 100' north of curve, and exactly at sign "NO PARKING AT ANY TIME".

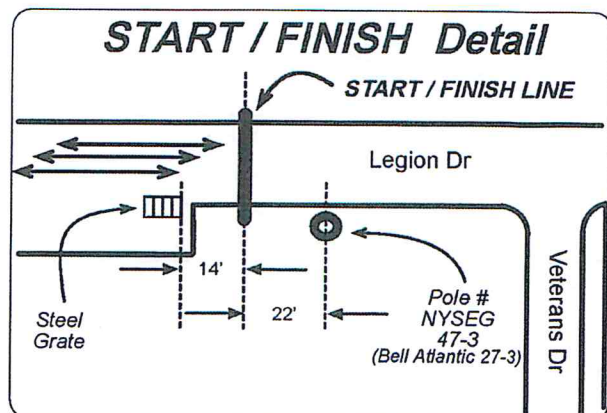
**FINISH** Same as START.



### Turn-Around Detail



### START / FINISH Detail





*Road Running Technical Council*  
*USA Track & Field*  
**Measurement Certificate**

recognized by



Name of the course West Seneca Community 5K Distance 5 km  
 Location (state) NY (city) West Seneca  
 Type of course: road race  calibration  track  Configuration: out-and-back  
 Type of surface: paved 100 % dirt - % gravel - % grass - % track - %  
 Elevation (meters above sea level) Start 196.0 Finish 196.0 Highest 202.0 Lowest 193.0  
 Straight line distance between start & finish 0 Drop 0.0 m/km Separation 0.0 %  
 Measured by (name, address, phone & e-mail) Jeff John, PO Box 608 Amherst, NY 14226; 716-982-4779;  
Jeff@BuffaloRunners.com  
 Race contact (name, address, phone & e-mail) Jeff Zubler, 28 Rebecca Way W, Buffalo NY 14224;  
716-675-2392; jzubler22@yahoo.com  
 Measuring Methods: bicycle  steel tape  electronic distance meter   
 Number of measurements of entire course: 2 Date(s) when course measured: May 26, 2014  
 Race date: June 26, 2014 Course certification effective date: May 27, 2014  
 Certification code: NY14050JG

Notice to Race Director: Use this Certification Code  
 in *all* public announcements relating to your race.

### *Be It Officially Noted That*

Based on examination of data provided by the above named measurer, the course described above and in the map attached is hereby certified as reasonably accurate in measurement according to the standards adopted by the Road Running Technical Council. If *any* changes are made to the course, this certification becomes void, and the course must then be recertified.

*Verification of Course* — In the event a National Open Record is set on this course, or at the discretion of USA Track & Field, a verification remeasurement may be required to be performed by a member of the Road Running Technical Council. If such a remeasurement shows the course to be short, then all pending records will be rejected and the course certification will be cancelled.

*This certification expires on December 31 in the year* 2024

**AS NATIONALLY CERTIFIED BY:**

Digitally signed by James A. Gilmer  
 DN: cn=James A. Gilmer, o=NY Regional Certifier, ou,  
 email=jim.gilmer@gmail.com, c=US  
 Date: 2014.05.29 07:14:57 -04'00'

Date: May 29, 2014

James A. Gilmer, USATF/RRTC Regional Certifier, New York | IAAF 'A' Measurer  
 232 Van Wies Point Rd., Glenmont, NY 12077-4222 • 518-852-3562 • jim.gilmer@gmail.com



# West Seneca Community 5k Run/Walk Five Year Anniversary!



THIS YEAR'S RACE IS THE OFFICIAL KICK-OFF TO  
WEST SENECA COMMUNITY DAYS!  
ENJOY RIDES, FOOD, BEVERAGES, AND LIVE MUSIC  
AFTER THE RACE!

**Thursday June 21, 2018**

*Veteran's Memorial Park (Legion Pkwy at Union Rd)*

**6:30 PM Start time**

**Race Fee: \$25.00 pre-registration (before 6/7/18) / \$30.00 (after 6/7/18)**



*First 225 pre-registrants will receive a dry-fit race t-shirt!*

Both race and walk start on Legion Drive near Town Hall. The course is a winding run through the neighborhoods of West Seneca with some slight elevation changes, with a nice downhill to flat finish.

## Registration Form

(PLEASE PRINT) REGISTERING FOR: 5K RUN \_\_\_\_\_ 5K WALK \_\_\_\_\_ USATF # \_\_\_\_\_

LAST NAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_ M.I. \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TOWN/CITY: \_\_\_\_\_ STATE/PROVINCE: \_\_\_\_\_ ZIP/POSTALCODE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

M \_\_\_ F \_\_\_ AGE (DAY OF RACE) \_\_\_\_\_ PHONE: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ SIZE: S M L XL XXL

\*If registering a free 10 yrs old or younger racer, indicate adult racer's name: \_\_\_\_\_  
(one free 10 and under racer per adult (18+) pre-registrant)

**Waiver must be signed for entry acceptance** In registering for the West Seneca Community 5k run/walk, I state that I fully understand and assume the risk and responsibility for participating on a course with vehicular traffic, even when the course is policed, and for training to an appropriate level of fitness to participate in such a physically demanding event. I hereby state that I am fit to participate. I also waive all claims for myself, and for anyone acting on my behalf, against any and all sponsors of the West Seneca Community 5k, the Town of West Seneca, County of Erie, State of NY, the West Seneca East Spirit Boosters, the West Seneca West Sports Boosters and West Seneca Central Schools for damages that might result from my participation therein. If I am injured or taken ill, I hereby authorize race officials to transport me to a medical facility and/or to administer emergency medical treatment and waive all claims for damages that might result from such transport and/or treatment. I also agree to provide certain medical data to race officials to expedite such treatment.

Runner's signature: \_\_\_\_\_

Parent or Guardian Signature (if under 18): \_\_\_\_\_

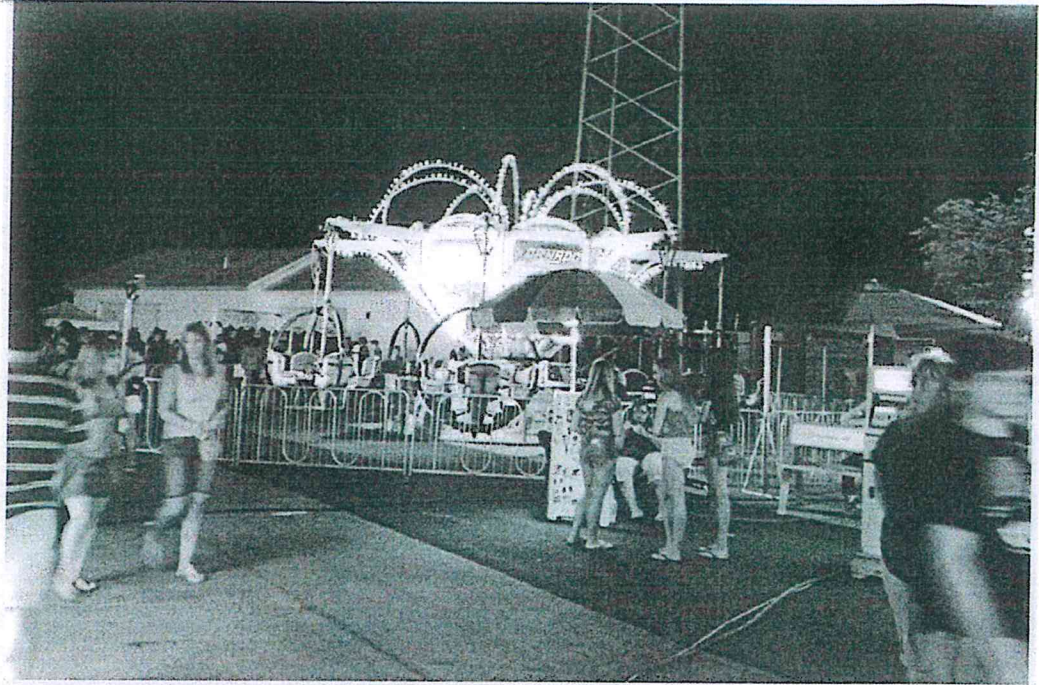
**Make checks payable and send to: SCORE THIS!!!, 15 Ranch Trail Ct, Orchard Park, NY, 14127**

**More info at <http://wssportsboosters.com/5k/>**



Sign Up

Community Days!  
Come enjoy the  
rides, food, and live  
band in the beer  
tent after the race!



## DETAILS

### Packet Pickup and In Person Registration

Bi-Centennial Pool (behind American Legion Post) - 50 Legion Parkway, West Seneca, New York 14224

PreRace: Tuesday, June 19, 2018 6:00-8:00 pm

PreRace: Wednesday, June 20, 2018 6:00-8:00 pm

Day of Race: Thursday, June 21, 2018 4:00-6:00 pm

### Awards

Top Overall Male and Female

Age Group Awards:

10 and under, 11-12, 13-14, 15-16, 17-19, 20-24, 25-29, 30-34, 35-39, 40-44, 45-49, 50-54, 55-59, 60-64, 65-69, 70+

**USA Track and Field Certified Course** #NY14050.JG ← click number for map

## PLACE

Veterans Memorial Park  
1250 Union Rd  
West Seneca, NY US 14224

## PRICES

\$25 pre-registered on or before 6/7/18

\$30 after 6/7/18

Racers 10 or younger free with one pre-registered adult (18 or older)

First 225 Pre-Registrants will receive a dry-fit race t-shirt!

## RACE CONTACT INFO

If you have any questions about this race, click the button below.