



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: March 20, 2018
RE: 6th Annual Mathletes Cindy Frank Memorial 5K Run / 1 Mile Walk (April 28, 2018)

Dear Honorable Town Board,

Please allow the Supervisor to execute the necessary documents to enter into an agreement with (Fourteen Holy Helpers Parish) USA Track & Field to host the annual Fourteen Holy Helpers Mathletes 5K

Respectfully Submitted,

Lauren J. Masset
Recreation Supervisor

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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 Carol Winiarski located 177 Hillpine Road, Cheektowaga, NY 14224 and the insured (Fourteen Holy Helpers Parish) USA Track & Field, Inc. located a 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 April 28, 2018, and end on April 28, 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

Carol Winiarski
177 Hillpine Rd.
Cheektowaga, NY 14227
(716)572-3698
Carolski@roadrunner.com

In the event Carol Winiarski cannot be reached:

Bill Frank
32 Randy Way
Cheektowaga, NY 14227
(716)668-7081
wcfrank78@gmail.com

5. On or before April 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.

PAYMENT SHOULD BE MADE IN THE FORM OF TWO CHECKS:
\$50 ADMINISTRATION FEE AND A \$300 COMMUNITY EVENT FEE

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 meet with, provided any requested information in regards to the event and obtain approval for the event from West Seneca Police Chief Dan Denz, West Seneca Highway Superintendent Matthew D.

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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.

English and West Seneca Emergency Coordinator John Gullo This is the Licensee responsibility to contact and set up meeting date(s) and time(s).

Matthew D. English menglish@twsny.org
John Gullo jgullo@twsny.org

Dan Denz denz@westsenecapolice.org

- Licensee must attach to this agreement a copy of the event map and any other event information.
- If needed Licensee must provide their own sound system.

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. Please turn in the required COI by April 1, 2018

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: *Carol Winiarski*
Printed Name: Carol Winiarski
Dated: 3/20/11

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

Permitted Use: Road Race

Permitted Dates: April 28, 2018

6th Annual Mathletes Cindy Frank Memorial 5K run / 1 mile Walk.

EXHIBIT C - Permitted Use and the Permitted Use Dates

Permitted Use: Road Race, Use determined by West Seneca Highway Superintendent and West Seneca Police Chief.

Permitted Dates: April 28, 2018

6th Annual Mathletes Cindy Frank Memorial 5K run / 1 mile Walk.

TOWN OF WEST SENECA

Signature: _____

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

Dated: _____

(LICENSEE)

Signature: _____

Printed Name: Carol Winiarski

Dated: 3/2/18

CERTIFICATE OF INSURANCE

PRINT DATE: 3/9/2018

CERTIFICATE NUMBER: 20171211576557

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:

6th Annual Mathletes Cindy Frank Memorial 5K Run & 1 Mile Walk (4/28/2018 - 4/29/2018)

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				
	X Occurrence	PHPK1721333	11/1/2017 12:01 AM	11/1/2018 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$3,000,000
	X 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				
	X Occurrence	PHUB602873	11/1/2017 12:01 AM	11/1/2018 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:



Race Waiver

In consideration of you accepting my entry and permitting me to attend or permitting me to participate therein, I intend to be legally bound hereby for myself, my heirs, executors or administrators, waive and release all rights and claims for damages I may now or in the future have against Eclipse Multi-Sport, Fourteen Holy Helpers Parish, the organizers of the Mathletes 5K, their representative(s), Venue, Volunteers, Agents, Sponsors, Members or Vendors for any and all losses and injuries suffered from competing in, or attending said event. I give my permission to publish in a newspaper or any mass media, any photographs, slides or videotape in which I appear while participating in any Eclipse Multi-Sport activity. I understand that walking or running in a road race is potentially hazardous activity. I should not participate unless I am medically able and properly trained. I also understand that my entry fee is nonrefundable. A parent must sign if an entrant is under 18 years of age. This is to certify that my child had permission to compete in the events, are in good physical condition, and the event officials may authorize necessary medical treatment. By signing below I agree to these terms.

Signature: _____
Date: _____

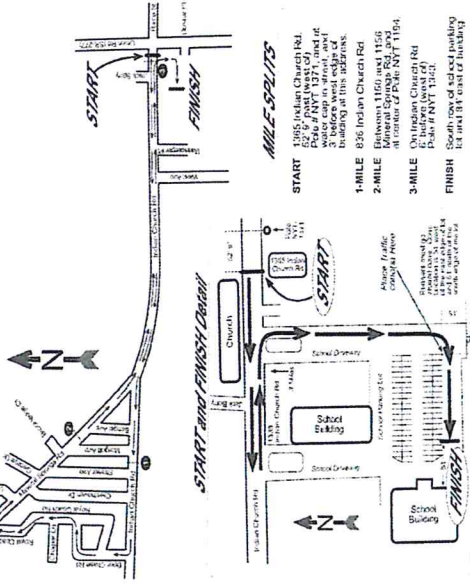
If under 18, the signature of a parent or guardian is **REQUIRED**

Parent/Guardian
Signature: _____
Date: _____

14 Holy Helpers School 5K West Seneca, NY

Measured by Jeff John
April 9, 2012
March 9, 2010
Calibration: NY17130L6

Certified Course
NY13024JD
through 3/31/2013



In Memory of
Mrs. Cynthia Frank
9/8/1955 ~ 7/22/2012
Parishioner ~ Graduate ~
Dedicated Teacher for 35 Years

Cindy Frank was a long time junior high mathematics teacher at Fourteen Holy Helpers School until she lost a short but valiant battle with a very aggressive form of cancer in the summer of 2012. Her 35 year commitment to providing her students the best math foundation possible is being honored not only by this run, but also by the presentation of student scholarships in her name. The proceeds from this run will benefit not only the scholarship fund, but also the parish and the Buffalo "Hospice Angels Fund".

www.MathletesCindyFrank5K.org

5K MATHLETES

6th Annual Mathletes Cindy Frank Memorial 5K Run



"I just had a piece of 'pi'" for lunch & now I'm feeling all irrational

Saturday
04.28.18
West Seneca, NY

Register Online at
www.eclipsemultisport.com