



SPECIAL EVENT LICENSE

8220 Loop Road
Baldwinsville, New York 13027
315-635-5999
parks@townoflysander.org

RECEIVED
DEC 26 2023
TOWN CLERK
TOWN OF LYSANDER

Subject to all terms and conditions contained herein, the Town of Lysander hereby grants the following:

EVENT NAME: Earth Day Half Marathon, Relay & 5K

EVENT DATES & TIMES: Sunday April 21, 2024

LOCATION: Emmi Farms

ADDITIONAL FACILITIES _____

REQUESTED: _____

LICENSEE: Willow Running USA - Michael Samoraj

ADDRESS: PO Box 123, Sodus Point, NY 14555

PRIMARY CONTACT: Michael Samoraj

EMAIL: WILLOWRUNNINGNY@gmail.com CELL#: 315-663-5539

WORK#: _____ HOME#: _____

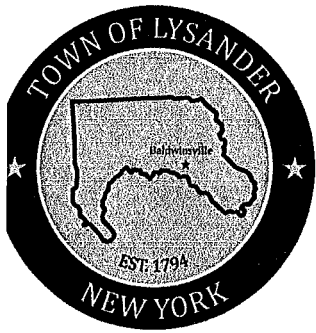
SECONDARY CONTACT: _____

EMAIL: _____ CELL#: _____

WORK#: _____ HOME#: _____

Terms and Conditions:

- The Licensee covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, the Town of Lysander, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury to Licensee if self employed, Licensee's employees, agents, or sub-Licensees; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this contract: arising out of or resulting directly or indirectly from the performance of the work or the enforcement of this Contract, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of the Licensee. It is expressly understood and agreed between the parties that the entire hold harmless provision is intended to require the Licensee to defend and indemnify the Town for misfeasance, omission of duty, negligence or wrongful act on the part of the Licensee and not for misfeasance, omission of duty, negligence or wrongful act on the part of the Town.



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Terms and Conditions:

1. Town of Lysander - Insurance Requirements
Independent Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with insurance carriers licensed in New York State, and shall be rated no lower than "A- VII" by the most recent A.M. Best's Key Rating Guide e, unless otherwise agreed to by the Town:
 - 1) Commercial General Liability (CGL) with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate
 - a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and avertising injury.
 - c) Consultant, Owner and all other parties required shall be included as Additional Insured included Completed Operations on the CGL, using ISO Additional Insured Endorsement CG2010 (11/85) or CG2010 (04/13) AND CG2037 (04/13) or CG2037 (04/13) AND CG2038 (04/13) or an endorsement providing equivalent coverage to the additional insureds. It shall apply as Primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to the additional insured.
 - d) Consultant shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
 - e) Policy may not contain any exclusions relating to NY Labor Law or municipal work
 - 2) Automobile Liability
 - a) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c) Consultant, Owner and all other parties required shall be included as additional insured on the auto policy.
 - 3) Commercial Umbrella
 - a) Umbrella limits must be at least \$2,000,000.
 - b) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
 - c) Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability cover ages maintained by the Contractor/Subcontractor.
 - e) Policy may not contain any exclusions relating to NY Labor Law or municipal work
 - 4) Workers Compensation and Employers Liability - Statutory coverage complying with New York Workers' Compensation Law Section 57 General Municipal Law Section 125, Contractor must submit one of the following:
CE-200 - Certificate of Attestation of Exemption from NYS Workers' Compensation available at www.web.state.ny.us, OR
C-105.2 - Certification of NYS Workers' Compensation Insurance, OR
U-26.3 - State Insurance Fund version), OR
SI-12 - Certificate of NYS Workers' Compensation Self Insurance, OR
GSI-105.2 - Certificate of NYS Workers' Compensation Group Self-Insurance
 - 5) Disability Benefits Coverage - Statutory coverage complying with NYS Workers' Compensation Law Section 220 (8) under General Municipal Law Section 125, Contractor must submit one of the following:
CE-200 - Certificate of Attestation of Exemption from NYS Disability Benefits Coverage available at www.web.state.ny.us, OR
DB120.1 - Certification of Disability Benefits Insurance, OR
DB155 - Certificate of Disability Self-Insurance



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Terms and Conditions:

6) Abuse and/or Misconduct Liability Coverage

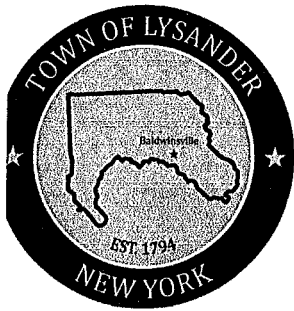
- a) Limits not less than \$1,000,000 each occurrence and \$2,000,000 Aggregate.

7) Waiver of Subrogation

Consultant waives all rights against Owner their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Consultant's Commercial Policies. These certificates and the insurance policies shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Town.

- Licensee is responsible for being familiar with and conforming to the provisions of Part 18 of the NYS Sanitary Code; Part 800 of the State EMS Code; and all other NYS local laws or regulations which may apply to the event. Although EMS may not be required by Part 18, it is recommended that emergency first aid is made available. You may contact the Parks and Recreation Department to determine EMS responsibility. Any costs incurred shall be the responsibility of the licensee.
- The possession and consumption of intoxicants at Town of Lysander Parks and Recreation Department properties and sanctioned events is prohibited unless otherwise agree to by the Town of Lysander. All publicity related to the event must clearly convey this policy. Licensee is responsible for insuring that this policy is adhered to at the event including preventing the admission of individuals with more than the permitted amounts of alcohol. If alcoholic beverages are to be sold at event, Licensee or vendors under contract with Licensee must obtain a permit from the New York State Alcoholic Beverage Control Board, and a Liquor Liability Insurance Policy no less than five (5) days in advance. A copy of this permit must be submitted to the Town of Lysander Parks and Recreation Department prior to date of event. Licensee must provide security at all sites dispensing alcoholic beverages and must ensure against the selling of any alcoholic beverages to minors and to visibly intoxicated persons. All refreshments are to be dispensed in non-glass containers.
- All food concession operations must obtain an Onondaga County Health Department permit prior to the event. Adherence to Onondaga County Health Department regulations is the responsibility of the Licensee. For Health Permit information, call 315-435-6607.
- Licensee will provide at his/her own expense any personnel which may be considered necessary by the Parks and Recreation Department for the operation of contracted event. Such personnel could include parking attendants, cashiers, ticket-takers, sanitation and facilities attendants, security as well as any other personnel deemed necessary by the Department.
- Licensee will provide to the Parks and Recreation Department, no later than 60 days prior to the event, detailed description of the actual event, promotional plans and attendance. The Parks and Recreation Department reserves the right to set attendance capacity limits to close the gates on the day of the event if capacity is reached. If the Parks and Recreation Department does make the decision to close the gates, Licensee is responsible for the stopping of the sale of tickets, enforcing this decision, placing manpower and signs at traffic intersections specified by the Parks and Recreation Department to warn approaching cars that the event has been closed and notifying the media to announce the closure of the event. Maximum capacity? _____
- 0. Subject to Section 4 of this Agreement. Licensee will be held responsible and be invoiced for any damage done to park property and facilities that may occur during the event. Payment must be received no later than two weeks after invoiced by the Parks and Recreation Department OR licensee forfeits future use of Town of Lysander Park facilities. Licensee is responsible for care of all equipment and personal property stored on park property before, during or after said event and waives responsibility of licensor should such equipment be damaged or lost.
- 1. Town of Lysander Park facilities comply with Federal standards and regulations requiring accessibility of programs and facilities to the disabled. It is the responsibility of the Licensee using these facilities to make arrangements to accommodate disabled persons attending a particular program or event, including such services as assisting non-ambulatory patrons to their seats.
- 2. Licensee will comply with all traffic and parking control guidelines as established by the Parks and Recreation Department prior to the event.

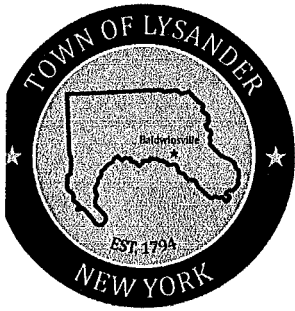


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Terms and Conditions:

3. Licensee will not permit any handbills or flyers to be posted on park property or cars or distributed to the public in attendance at the event, without receiving approval from the Parks and Recreation Department Administration.
4. Licensee will provide, at own expense, portable restroom facilities to supplement permanent restroom facilities. The number of such units will be determined by the Parks and Recreation Department and specified elsewhere in this license.
5. Licensee agrees that it shall comply with all licensing requirements of the American Society of Composers, Authors and Publishers (ASCAP) and Broadcast Music, Inc. (BMI) regarding the performance or broadcast of copyrighted music at said event.
6. All terms and conditions of this license may not be assigned, subcontracted, leased or sold by the Licensee without receipt of the prior written permission from the Parks and Recreation Director.
7. Lysander Parks and Recreation hereby reserves the right to require proof that the person purporting to represent any firm or organization does, in fact, have the authority to bind said firm or organization.
8. Lysander Parks and Recreation hereby expressly reserves the right to, with or without notice, have its personnel enter onto the facility for the purpose of Department business.
9. An approved, signed copy of this license must be submitted by the licensee to any Parks and Recreation Department employee upon request on the day of the contracted event.
10. Licensee is responsible for providing pre-numbered tickets for gated events. In addition to facility rental, the Licensee may be responsible to pay up to 15% of all admission, parking, food & beverage revenues, and solicited donations, exclusive of tax, with levy based upon factors including style of event, profit and loss statement for event, economic impact of event and promotional value to Lysander Parks and Recreation. Sales report shall be remitted when submitting post-event payments. This payment is due within 30 calendar days of the event, unless otherwise directed by the commissioner. Required? _____
11. Licensee agrees to collect, report and remit any admission taxes to Local, State and/or Federal governments as required by law. The Licensee hereby agrees that it is solely responsible to determine which taxes, if any, are applicable.
12. Lysander Parks and Recreation expressly reserves the right to cancel or postpone any scheduled event where in its sole opinion there exist factors that may jeopardize the public and/or facilities involved. The Department further reserves the right to exercise any controls over the contracted event which are felt to be in the public interest. Furthermore, the Department will not be held liable for any and all damages created by acts of nature during scheduled event.
13. Licensee agrees to comply with Lysander Parks and Recreation Department "Carry-In/Carry-Out Litter Program." Trash bags and containers will be provided. Licensee agrees to remove all trash from containers and park premises immediately following the event. The Licensee may be required to, at his expense, select and contract with a private hauler to assist in rubbish removal. Additionally, licensee agrees to comply with local laws regulating recycling efforts. Licensee agrees to comply with Onondaga County Source Separation Law regulating recycling efforts. Under these laws, groups must recycle corrugated cardboard and paper, as well as, other mandatory recyclables like glass and plastic bottles if the quantity generated economically justifies a separate collection. For more information regarding rules and regulations of recycling, please contact OCRRA, Phone: 315-453-2866 or email: ocrra@ocrra.org. Lysander Parks and Recreation reserves the right to require that the Licensee post a clean-up bond with the Department at the time this license is issued. The Department also reserves the right to decide if the park has been cleaned to Department satisfaction; if not cleaned to the Department satisfaction, then Licensee will forfeit the entire amount of the bond to Lysander Parks and Recreation. Required? _____
14. Lysander Parks and Recreation reserves the right to evaluate and/or re-evaluate each event annually and move the location and/or date of an event without prior notice. Additionally, the Department reserves the right to deny a request to hold an event.



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Event Details and Specific Agreements:

EVENT NAME:	Earth Day Half Marathon, Relay & 7K			
EVENT DATES & TIMES:	Sunday April 21, 2024 8:00AM - 12:30pm			
SET-UP DATES & TIMES:	Saturday April 20, 2024 Afternoon			
PROJECTED ATTENDANCE:	Spectators: 200	Participants: 800	Officials: 4	Volunteers: 15
MAXIMUM TICKETS:	Admission Fee: \$35-65		Parking Fee: \$0	
ALCOHOL SALES:	None			
ON-SITE CONTACT:	Michael Samoras		Cell Phone #: 315-663-5539	
PARKS & REC. CONTACT:	Cell Phone #:			

- EVENT DESCRIPTION: Start/finish @ Emmi Farms off of Van R Rd. Half Marathon and half marathon Relay on Van R Rd, Fenner, County Line, Plainville Rd, Wheaton, Reeves Rd
- MUSICAL ENTERTAINMENT: None
- CONCESSIONS (List vendors, type of items sold, description of set-up, size; Attach separate page if necessary): Might have small area for sponsors, apparel items.
- ENTERTAINMENT: None
- AMUSEMENTS: None
- RADIO/TELEVISION ON-SITE (Amplified music, giveaways, games, gimmicks): None
- OTHER: DJ



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Performance Obligations:

DESCRIPTION	DUE DATE:
Signed Special Event License	RECEIVED
Certificate of Liability Insurance	3/15/2024
New York State ABC Permit	N/A
Liquor Liability Insurance	N/A
Approved Plans: Security, EMS, Parking, Traffic Control, Sanitation, Layout, etc.	RECEIVED
Incident Action Plan	N/A
Onondaga County Health Permit	N/A
Town of Lysander Vendor Permit	N/A
Gross Gate Report	N/A
Post Event Payments	N/A



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Financial Obligations:

All payments made payable in the form of Check, Money Order, Cashiers Check, or Credit Card to Town of Lysander Parks and Recreation Department; 8220 Look Road; Baldwinsville, New York 13027.

DESCRIPTION	AMOUNT	DUE DATE
Site Use	\$ <u>150.00</u>	<u>3/15/2024</u>

Post-Event Payments: services, fees, and receipts invoiced by Town of Lysander Parks and Recreation Department 30-business days after the last date of the event.

DESCRIPTION	AMOUNT	DUE DATE
Personnel	\$ _____	X _____
Utilities	\$ _____	X _____
Equipment	\$ _____	X _____
Supplies	\$ _____	X _____
Penalty Fees	\$ _____	X _____
Gross Revenue Receipts	\$ _____	X _____
TOTAL	\$ _____	

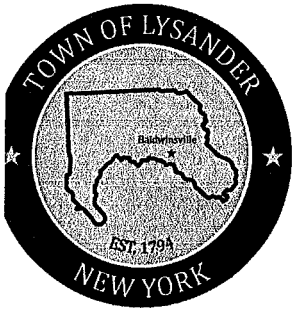
Obligations and payments not received by the dates due are subject to a \$250.00 penalty assessment per item.

Town of Lysander Parks and Recreation Department reserves the right to terminate this license and cancel the event if any of the terms and conditions contained herein are not adhered to by the Licensee.

I hereby acknowledge that I have read, understand and agree to comply with the terms and conditions of this Special Event License.

[Signature] 12/20/23
 Licensee Date

[Signature]
 Town Supervisor or Agent Date



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SECURITY PLAN:

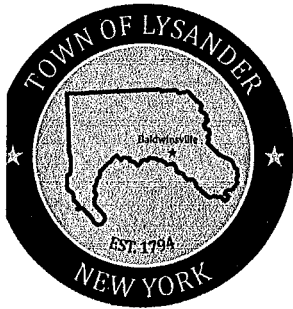
EVENT NAME:	Earth Day Half Marathon, Relay & 5K			
EVENT DATES & TIMES:	April 21, 2024 8:00AM - 12:30pm			
PROJECTED ATTENDANCE:	Spectators: 200	Participants: 800	Officials: 4	Volunteers: 15
MAXIMUM TICKETS:	Admission Fee: \$35-\$65		Parking Fee: \$0	
ON-SITE CONTACT:	Mike Samoraj		Cell Phone #: 315-663-5639	
PARKS & REC. CONTACT:			Cell Phone #:	

1. SECURITY

- HOURS: _____
- AGENCY: _____
- ROLE: _____
- POSTS: _____
- CONTROLS: _____
- SAFETY MEASURES: _____
- COMMUNICATIONS: _____
- TRANSPORTATION: _____
- OTHER: _____

2. LAW ENFORCEMENT

- HOURS: 8:00 AM - 12:00 Noon
- AGENCY: Sheriff (County)
- ROLE: to slow traffic, focus is Runners safety
- POSTS (attach map if necessary): _____
- CONTROLS: _____
- COMMUNICATIONS: RD (Mike Samoraj) has all cell #'s - works with Betsy Lehman who coordinates with other sheriffs working the event



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PARKING AND TRAFFIC CONTROL PLAN:

EVENT NAME:	Earth Day Half Marathon, Relay & 5K			
EVENT DATES & TIMES:	April 21, 2024 8:00 AM - 12:30 PM			
PROJECTED ATTENDANCE:	Spectators: 200	Participants: 300	Officials: 4	Volunteers: 15
MAXIMUM TICKETS:	Admission Fee: * 35 - * 65		Parking Fee: * 0	
ON-SITE CONTACT:	Mike Samoraj		Cell Phone #: 315-663-5539	
PARKS & REC. CONTACT:	Cell Phone #:			

1. PARKING

- HOURS: 7:00 AM - 12:30 pm
- GATES: Farm field @ Emmi Farms
- CONTROLS: Lead Parking Attendant (Dave Hektala) with 4-5 other volunteers
- FLOW: off of Vann Rd onto farm field's adjacent to Vann Rd.
- ATTENDANTS: 5-6 total
- SAFETY MEASURES:
- COMMUNICATION: Cell phone - flags
- SIGNS & POSTINGS: Yes - cones as well

2. TRAFFIC CONTROL

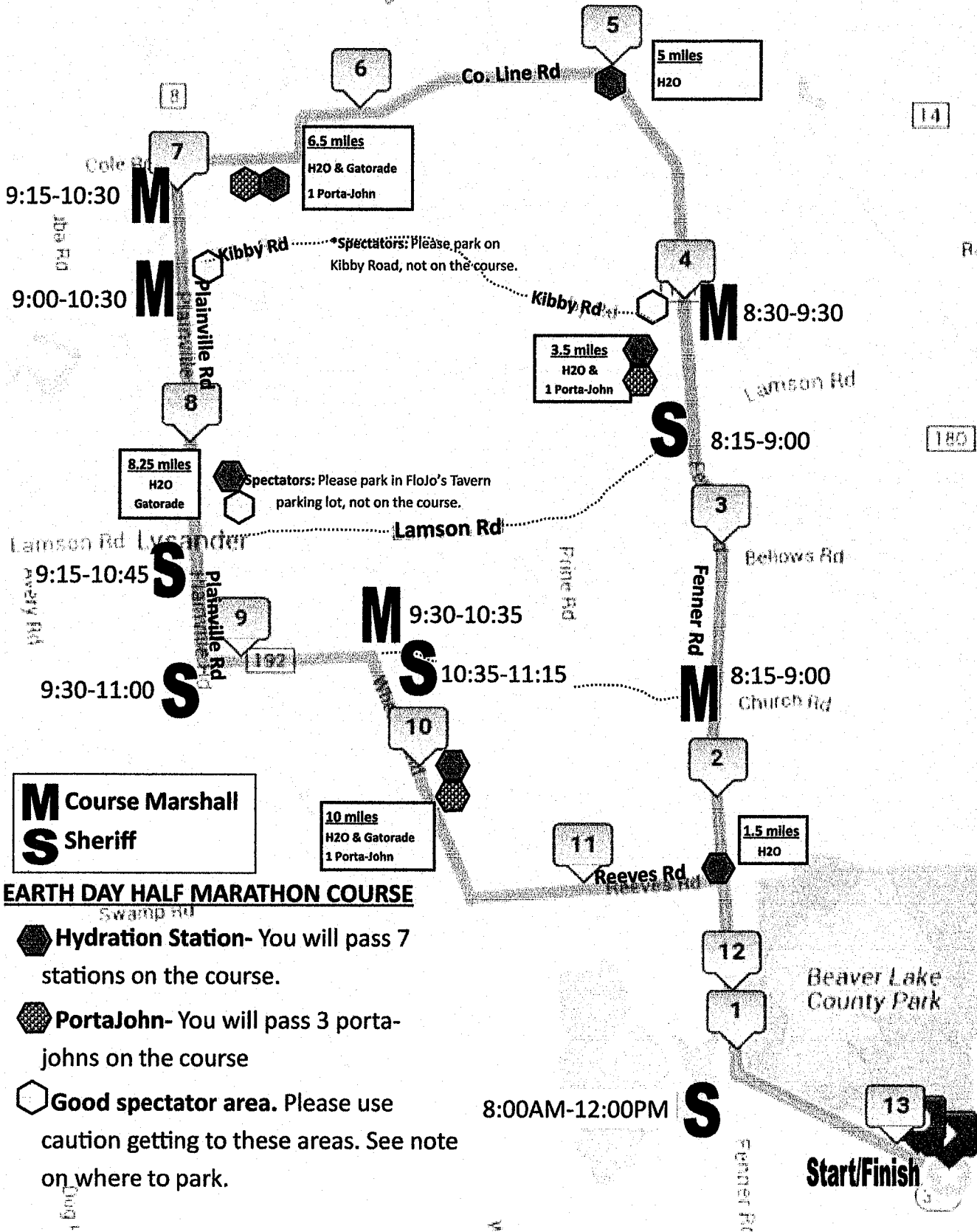
- HOURS: 8:00 AM - 12:00 pm
- LOCATIONS (attach map if necessary): See attached maps
- CLOSINGS: None
- PATROL: Sheriffs stationed at key intersections
- COMMUNICATION: Cell phone - Mike Samoraj RD, Betsy Lehman Sheriff in Charge
- SIGNS & POSTINGS: Cones in middle of the road - signs alerting on coming traffic that race in progress



2024 EARTH DAY HALF MARATHON COURSE

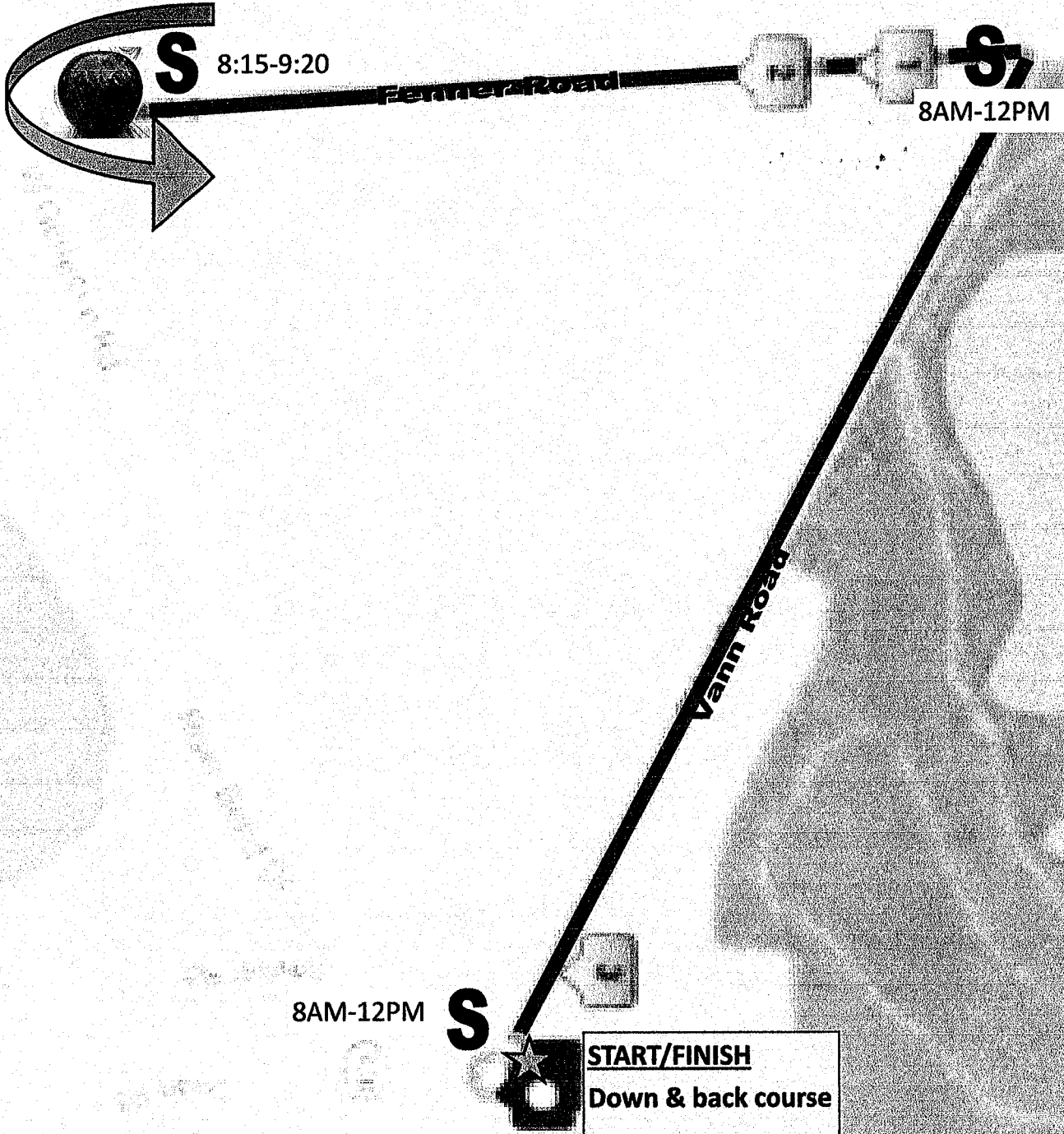


MARATHON COURSE





2022
2024
EARTH DAY
5K COURSE



M	Course Marshall
S	Sheriff