MAR - 6 2012

City of North Tonawanda

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February 29, 2012

Hon. Mayor and Common Council
City Hall, 216 Payne Avenue
North Tonawanda, New York 14120

RE: Renewal Agreement for Use of Ramsey Field by
Babe Ruth Little League

Dear Honorable Body:

Attached is a proposed renewal agreement between the City of North Tonawanda and Babe Ruth Little League for the continued use of Ramsey Field on Walck Road. You will note that the term of lease is twenty years, and includes consideration in the form of property improvements, past and present, to the facility.

Should your Honorable Body concur, please pass a resolution to permit the execution of the renewal agreement by the Mayor, subject to any further review by the City Attorney.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Shawn P. Nickerson

Shawn P. Nickerson
City Attorney

SPN/lk
Att.

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NORTH TONAWANDA, N.Y.

AGREEMENT FOR USE OF RAMSEY FIELD

WHEREAS, the City of North Tonawanda, New York, hereinafter referred to as "City", is a municipal corporation duly authorized and existing pursuant to New York State Law, has a baseball field commonly known as Ramsey Field within said City, and

WHEREAS, the North Tonawanda American Babe Ruth League hereinafter referred to as "Babe Ruth League", wishes to enter into a long-term agreement to use said field and make improvements on same,

IT IS HEREBY AGREED BY AND BETWEEN CITY AND BABE RUTH LEAGUE AS FOLLOWS:

1.) TERM- The term of this agreement shall be for a term of twenty years effective April 1, 2012 and ending on March 31, 2032. This agreement may be terminated by the City on six month written notice to the Babe Ruth League at the address of its duly authorized representative to receive such notice. This representative's name, address and telephone number will be made available to the Director of Youth, Recreation and Parks, and any change in same will be provided upon request and also as said change occurs.

2.) IMPROVEMENTS- The Babe Ruth League in consideration of past improvements to the facility, including but not limited to a snack bar, picnic shelter, 2 scoreboards, expanded equipment garage, two batting cages, replacement fencing and a maintenance building, and an agreement to continue making improvements to the facility as agreed upon between the City and the Babe Ruth League in the future, enters into this agreement.

3.) USE OF THE FIELD- The Babe Ruth League will be considered to be the primary

organization with the right to use this field and has the first priority for use of same to run its program. The City of North Tonawanda Recreation Department maintains a right to use this facility on thirty (30) days' written notice to the Babe Ruth League's representative, provided that no Babe Ruth League events are scheduled for the field for that particular time.

4.) MAINTENANCE AND INSURANCE- The City of North Tonawanda will continue to maintain the ball diamonds, parking lot, playground and perimeter on a regular basis. Said upkeep will include, but not be limited to grass cutting, etc. Further, the Babe Ruth League will continue to cut the ball diamonds, do general maintenance and upkeep of the perimeter. The City currently represents that is does have general liability coverage with a $300,000 self-insure retention for each claim. The Babe Ruth League agrees to carry and keep in effect insurance coverage with liability limits acceptable to the City and naming the City as an additional insured, and to provide evidence of same through a Certificate of Insurance upon the request of the Director of Youth, Recreation and Parks.

5.) CITY REPRESENTATIVE- The City Representative for administration of this agreement shall be the Director of Youth, Recreation and Parks, Patricia Brosius.

6.) NORTH TONAWANDA AMERICAN BABE RUTH LEAGUE- The Babe Ruth

7.) League representative for the purposes of this agreement shall be the president of the North Tonawanda American Babe Ruth League, which is currently Gary Mikolajczak. The Babe Ruth League representative shall provide the Director of Youth, Recreation and Parks current team rosters prior to the commencement of each baseball season.

8.) RENTAL- The rental for this period shall be paid in kind by the Babe Ruth League with maintenance and improvements made over the course of the term of this agreement as the consideration for this lease.

IN WITNESS WHEREOF, the parties have signed this agreement as evidence of their agreement to its terms.

CITY OF NORTH TONAWANDA

NORTH TONAWANDA
AMERICAN BABE RUTH
LEAGUE

_____
Robert G. Ortt, Mayor

_____
President

STATE OF NEW YORK)
COUNTY OF NIAGARA) SS.:
CITY OF NORTH TONAWANDA)

On this _____ day of March, 2012, before me personally came Robert G. Ortt, to me personally known, who being by me duly sworn; that he is the Mayor of the City of North Tonawanda, New York, the corporation described in and which executed the above Instrument; that he knows the corporate seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Common Council of the City of North Tonawanda, New York, and that he signed his name thereto by like order.

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF NIAGARA) SS.:
CITY OF NORTH TONAWANDA)

On this _____ day of March, 2012, before me personally came Gary Mikolajczak to me personally known, and known to be the President of the North Tonawanda American Babe Ruth League, and who executed the foregoing instrument, and that he acknowledged to me that he executed the same.

_____
Notary Public