



Plattsburgh, New York

Scott Lawliss
Fire Chief

Plattsburgh Fire Department
65 Cornelia Street
Plattsburgh, NY 12901
Tel: 518-536-7542
Fax: 518-561-8236
lawliss@cityofplattsburgh-ny.gov

MEMO

TO: Mayor Colin L. Read
Members of the Common Council

FROM: Fire Chief, Scott Lawliss

DATE: April 30, 2019

RE: Fire and Ambulance Responses

For this week's period: Tuesday, April 23, 2019 to Monday, April 29, 2019
our Department has responded to the following:

Fire Calls	<u>17</u>
	8 EMS assist initiated patient care prior to transport ambulance
	5 alarm activation with investigation of cause
	1 arcing electrical impinging on combustable material
	1 MVA with patient care and hazardous mitigation
	1 lock-out with hazardous conditions in residence
	1 illegal camp fire
Ambulance Calls	54
Mutual Aid by CVPH	12

CITY OF PLATTSBURGH, NEW YORK
OFFICE OF THE CITY CLERK

Following is a complete statement of all monies received during the month of: Apr19

REVENUE SOURCES			CITY REVENUE	DUE OTHERS	TOTAL
Bingo Licenses (City)	25-2540	BINGO	\$0.00		\$0.00
Bingo Licenses (State)	1-0632	G 0632			\$0.00
Bingo License Fees 3%	25-2540	BINGO	\$384.81		\$384.81
Building Permits	25-2555	PRMTS			\$0.00
Circus License	25-2502				\$0.00
City Code	12-1255				\$0.00
Code Civil Compromise	26-2614				\$0.00
Contractor Fees	25-2557	CNTRR			\$0.00
Dog Licenses	25-2542	DOGLIC	\$230.00		\$230.00
State Neuter/Spay Surcharge				\$32.00	\$32.00
Extract of Records	12-1255	CLERKF			\$0.00
Game of Chance Lic. (City)	25-2541	GAMCHN			\$0.00
Game of Chance Lic. (State)	1-0632	G 0632			\$0.00
Gas Permits	15-1540	FIRFEE	\$35.00		\$35.00
Going Out of Business Lic	25-2509				\$0.00
Hauler's License	25-2505	REFLIC			\$0.00
Housing Code	21-2110	ZONE			\$0.00
Impound Fees	15-1550	PUBPND	\$100.00		\$100.00
Interest Temp	1124-2401	INTERE	\$1.88		\$1.88
Jeweler's Licenses	25-2503	VNDLIC			\$0.00
Marriage Licenses	25-2545	MARRIA	\$332.50	\$427.50	\$760.00
Notary Fees	12-1255	CLERKF			\$0.00
Peddler/Vendor License	25-2503	VNDLIC	\$720.00		\$720.00
Returned Check Charges	12-1255	CLERKF			\$0.00
Sign Permits	25-2590	SIGNPM			\$0.00
Specifications	T-30	TP300			\$0.00
Special Use Permits	21-2110	ZONE			\$0.00
Subdivision Fee	21-2110	ZONE	\$0.00		\$0.00
Subdivision Ordinance	12-1255	CLERKF			\$0.00
Taxi Operator's Licenses	25-2507	TXIPRT	\$420.00		\$420.00
Taxi Vehicle Licenses	25-2504	TXIVEH	\$540.00		\$540.00
Tree/Stump Removal License	25-2508	TREREM			\$0.00
Vital Statistics	16-1603	VITSTA	\$6,266.00		\$6,266.00
Zoning Ordinances	21-2110	ZONE			\$0.00
Zoning Variances	21-2110	ZONE			\$0.00
OTHER REVENUE					
Riverwalk					
1127-2753					\$0.00
Auditorium					
1127-2752		G 2752	\$100.00		\$100.00
Centennial Plaques					
1127-2705					\$0.00

Lake Champlain Memorial

1127-

RECOVERED FUNDS

Telephone

1-1410000-4414

\$0.00

Postage

1-1410000-4470

\$0.00

Print & Copy

1-1410000-4431

\$0.00

DISBURSEMENTS:

\$9,130.19 \$459.50

\$9,589.69

NYS Dept of Health

\$427.50 Check No 1520

NYS Dept of Ag & Mkts

\$32.00 Check No 1521

TOTAL PAID OTHERS:

\$459.50

ADJUSTMENT: NONE

Overage/shortage April

\$10.00 \$0.00

Chamberlain (Spec. Deposits)

\$0.00 Check No

Chamberlain (New Revenue)

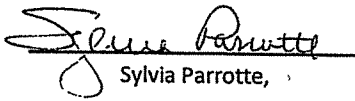
\$9,140.19 Check No 1522

Amount Due City Chamberlain:

\$9,140.19

Dated at Plattsburgh, New York

\$9,599.69


Sylvia Parrotte,

City Clerk

2-May-19

Seth Silver

04/11/2019

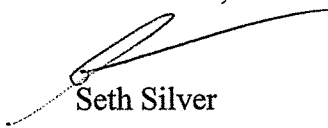
Mayor Colin Read
City Hall Place
Plattsburgh, NY 12901

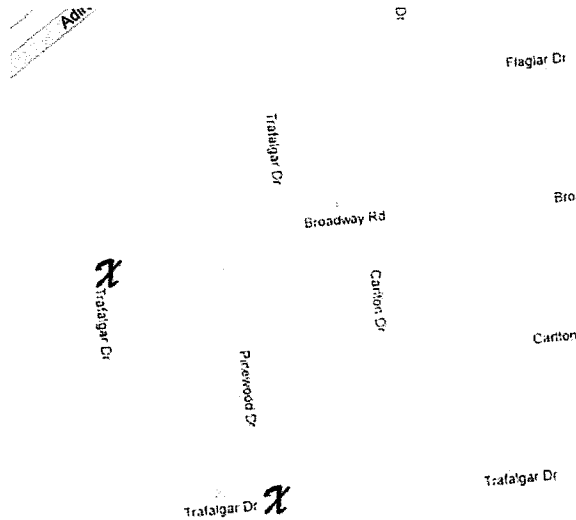
Mayor Read,

I am writing to request permission from the City of Plattsburgh to close down part of Trafalgar Drive on Saturday, June 8th 2019, from 11 AM to 7 PM. The purpose of this would be to have a safe area to host a block party. Currently, about 20 families have expressed an interest in attending what will now be our tenth annual block party.

The area marked off would inconvenience a total of 12 homes for the time mentioned above. The area would be from the intersection of Trafalgar Drive and Pinewood St to the area near #40 Trafalgar Drive. I will personally notify all of these homeowners of this. Access will be limited but the street will still be passable for residents and emergency vehicles. I will also ensure that appropriate City Departments will be notified.

Thank You,


Seth Silver



**Professional Services Agreement
between
KAS, Inc.
and
City of Plattsburgh**

This Agreement, by and between City of Plattsburgh (hereinafter called CLIENT), 41 City Hall Place, Plattsburgh, New York 12901 and KAS, Inc., (hereinafter called KAS) 589 Avenue D, Suite 10, P.O. Box 787, Williston, Vermont 05495, is effective as of April 26, 2019.

Because CLIENT needs consulting services, and

KAS represents that it possesses the knowledge, ability, professional skills, and qualifications to perform this work in an expeditious and economical manner and

KAS recognizes the trust and confidence placed in it and covenants with CLIENT to furnish skills and judgment and to cooperate with CLIENT;

Therefore, in consideration of the mutual promises made herein, CLIENT and KAS agree as follows:

ARTICLE I - TERM OF AGREEMENT

The term of this Agreement shall be from the effective date written above through the completion of the Scope of Work (the Work). Any additional work under this Agreement would be as mutually agreed by CLIENT and KAS. Changes to this Agreement shall be by written amendment.

ARTICLE II - SCOPE OF WORK

KAS shall furnish labor, material, tools, equipment, supervision, and services necessary to perform the scope of work outlined in Exhibit "A", in the time frame in Article V - Schedule, and for the compensation listed in Article III.

ARTICLE III – COMPENSATION

1. KAS will complete the pre-demolition hazardous material inspection for a firm fixed price of **\$2,325.00** excluding laboratory analysis. Laboratory analysis will be billed on a fixed unit price basis for **\$52.00** per NOB sample and **\$10.00** per friable/non-friable sample. KAS anticipates the collection of 21 NOB samples and 12 friable/non-friable samples, which would be an analytical cost of **\$2,328.00**. Based on the estimated number of samples from the preliminary walk through, the cost of the inspection would be **\$4,653.00**. The actual cost may be less or more depending on the number of samples analyzed.
2. CLIENT shall pay any other applicable federal, state and/or local taxes in the manner and in the amount as required by law. Any other such tax is in addition to the maximum cost specified in this Agreement.

**Professional Services Agreement
City of Plattsburgh
April 26, 2019**

3. Delays caused by unforeseen occurrences including, but not limited to unfavorable weather conditions, partial or complete plant or process shutdowns, strikes, floods, significant delays in project start date or fires which extend the effort required will constitute a Change-of-Scope. Additional effort resulting from such delays will be billed as agreed between the CLIENT and KAS.
4. Services performed at the CLIENT's request beyond that defined in the Scope of Work shall constitute a Change-of-Scope, will be documented by a Change Order, and will be billed as agreed between the CLIENT and KAS.

ARTICLE IV – BILLING / SCHEDULE OF PAYMENT

Unless otherwise specified in Exhibit "A", KAS shall submit invoices to CLIENT for the Work performed. Invoices shall be deemed correct and binding upon CLIENT unless, within 15 days from the date of receipt, CLIENT notifies KAS in writing of the portion or portions of the invoice in dispute. CLIENT shall pay in full all undisputed portions of an invoice on or before the invoice due date. If payment is not received by KAS within thirty (30) days of the invoice date, in addition to the invoice amount, CLIENT shall pay a service charge of two percent (2%) per month, or portion thereof, on the unpaid balance until paid. If payment is not received as provided herein, CLIENT agrees to reimburse KAS for all costs and expenses of collection, including, but not limited to, reasonable attorney's fees.

ARTICLE V – SCHEDULE

The field work will be scheduled in approximately one week from authorization. Laboratory results will be available in approximately one week and KAS will complete the summary report in approximately one week from receipt of results.

ARTICLE VI - CONFIDENTIAL INFORMATION

In the course of performance of services by KAS and CLIENT, it is possible that certain confidential information will be revealed to KAS by CLIENT or that KAS will obtain knowledge of such confidential information through other sources. Likewise, it is possible that CLIENT will become acquainted with certain techniques and procedures used by KAS which KAS considers confidential. KAS and CLIENT will use best efforts to maintain the confidentiality of, and will not release or allow access to, any information, documents, or materials which are designated as confidential by KAS or CLIENT.

ARTICLE VII - TERMINATION

CLIENT reserves right to terminate this Agreement at any time, for any reason, upon 14 days written notice to KAS. CLIENT reserves the right to terminate this Agreement in the event of a default, upon forty eight (48) hours written notice to KAS. Default shall mean abandonment or other substantial failure to perform the tasks of this Agreement. In the event CLIENT shall fail to make timely payment of any sum owing and due KAS or to promptly fulfill any other CLIENT obligations as contained in this Agreement, KAS shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement upon immediate written notice to CLIENT. In either event, payment shall be due to KAS only for those services

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performed by KAS up to the date of receipt of termination plus reasonable costs incurred in terminating the services. Upon termination, KAS shall provide and turn over to CLIENT all data and records prepared up to and including the date of such termination.

ARTICLE VIII - INSURANCE

KAS shall at all times during this Agreement maintain such insurance as is generally available at reasonable expense to businesses similarly situated and as will protect it from claims under worker's compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom - any or all of which may arise out of or result from any action of KAS or its employees in its performance of this Agreement.

ARTICLE IX – LIMITATION ON LIABILITY

KAS' liability relating to performance of this Agreement SHALL BE LIMITED to \$1,000,000; said amount to be consistent with the insurance coverage maintained by KAS. CLIENT understands and agrees that reliance upon the Work is limited to CLIENT. Any third party reliance that may be available is contingent upon agreement by KAS, authorization by CLIENT and upon the execution by a third party of a letter of understanding provided by KAS.

ARTICLE X - NONDISCRIMINATION

1. KAS will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin.
2. KAS agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical, or mental impairment, or age.

ARTICLE XI - STANDARD OF PERFORMANCE

KAS will deliver its services under this Agreement in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the standard practices of the engineering and environmental consulting profession. No Warranty or Representation, either expressed or implied, is included or intended in KAS proposals, contracts or reports.

**Professional Services Agreement
City of Plattsburgh
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ARTICLE XII - GENERAL CONDITIONS

1. It is mutually understood and agreed that this contract shall be governed by the laws of the State of Vermont, both as to interpretation and performance, and that any action at law, suit in equity or judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted only in the courts of the State of Vermont and maintained only in any court of competent jurisdiction in the State of Vermont.
2. In the event any legal or other action is necessary, as a result of an action directly caused by willful misconduct or negligent performance by either party, to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including court costs and a reasonable sum for attorney fees at trial and on appeal.
3. Any supplement or amendment to this Agreement to be effective shall be in writing and signed by KAS and CLIENT.
4. This Agreement, including attachments incorporated herein by reference, represents the entire agreement and understanding between the parties, and any negotiations, proposals, purchase orders, or oral agreements are superseded by this written Agreement and are not intended to be integrated herein.
5. The provisions of this Agreement are severable; and, should one or more provisions be unenforceable, all other provisions will remain in full force and effect.
6. When participating in any activities in connection with this Agreement, CLIENT will comply at its own expense with all health and safety programs required by law, including but not limited to requiring its employees to attend health and safety training workshops and to use safety equipment and procedures required by applicable law.
7. Prior to the start of any work under this Agreement or at any time thereafter when new information becomes available to CLIENT, CLIENT will provide prompt, full and complete disclosure to KAS of known potential hazardous conditions or risks to the health or safety of employees, agents, representatives, officers, or directors of KAS or its subcontractors or consultants which may be encountered on CLIENT's properties or in connection with work performed for CLIENT under this Agreement.
8. CLIENT agrees that if this Agreement requires the containerization, transportation, or disposal of any hazardous or toxic substances, KAS is not and has no authority to act as a generator, transporter, or disposer of any hazardous or toxic waste, materials, or substances that may be found or identified on, at, or around the Site. KAS may, with appropriate authorization from CLIENT, act as an agent for the CLIENT in arranging for transportation and disposal of hazardous wastes, and may sign manifests, disposal tickets or like document but in doing so shall not assume any liability for the wastes. KAS shall not have any right, title or interest in any portion of the Site, including but not limited to any hazardous materials.

**Professional Services Agreement
City of Plattsburgh
April 26, 2019**

ARTICLE XIII – INDEMNITY

1. CLIENT and KAS shall each indemnify, defend, and hold harmless the other from and against those claims, demands, judgements, losses, damages, costs and expenses, including reasonable attorney's fees arising from personal injury, death or damage to property, to the extent, resulting from its negligence or willful misconduct.
2. Where injury or damage results from joint negligence or misconduct of both parties, the indemnitor's duty of indemnification shall be in proportion to its relative fault. The parties agree that neither will be liable to the other for any consequential or incidental damages arising from or in connection with performance of the Work.
3. CLIENT and KAS shall each indemnify, defend, and hold harmless the other from and against those claims, demands, judgements, losses, damages, costs and expenses, including reasonable attorney's fees to the extent, arising from the violation or alleged violation of any laws, rules, regulations or valid orders or patent infringement.

ARTICLE XIV – ENTIRE AGREEMENT

The parties hereto agree that this Agreement (and the documents attached hereto and/or incorporated herein by reference) is intended by the parties as final, complete, and exclusive expression of the terms and conditions of their agreement. No course of action or prior dealings between the parties shall be relevant to supplement this Agreement. This Agreement shall supersede all prior written or oral agreements between the parties hereto and shall not be modified, added to, superseded or otherwise altered except by a written modification signed by both parties.

KAS, INC.

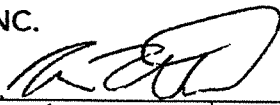
By: _____

Name: _____

(Typed or Printed)

Title: _____

Date _____



Aaron Roth

Branch Manager

4/26/17

CITY OF PLATTSBURGH

By: _____

Name: _____

(Typed or Printed)

Title: _____

Date: _____

Exhibit "A" Scope of Work

KAS shall furnish labor, material, equipment, supervision and services necessary to perform a pre-demolition hazardous inspection of the Plattsburgh Municipal Lighting Department buildings located on Green Street, Plattsburgh, New York. KAS will conduct the following scope of work.

The pre-demolition hazardous material inspection will include asbestos and other visually observed items that may require special handling prior to or during demolition. The asbestos inspection will be performed in accordance with New York State Industrial Code Rule 56 (NYS ICR 56) and 40 CFR Part 61 NESHAP (asbestos NESHAP) by EPA-trained/NYS-certified Asbestos Inspector. As the buildings are slated to be demolished, the inspection will include the interior and exterior of the buildings. Bulk samples of suspect asbestos-containing materials (ACMs) will be collected in accordance with industry standards, which generally ranges from 2 to 7 samples per homogenous material based on type and quantity. Bulk samples will be submitted and analyzed by a NYS ELAP-approved laboratory in accordance with NYS protocols.

KAS will also note equipment and items that require special handling prior to or during demolition. These items include, but are not limited to, PCB-containing light ballasts, mercury-containing bulbs and thermostats, PCB-containing equipment and storage tanks. Based on age of construction, painted surfaces will be assumed to contain lead.

Upon completion of the inspection and receipt of results, KAS will prepare a pre-demolition hazardous material inspection report. The report will include estimated quantities and condition as well as providing recommendations on how to properly handle asbestos, if identified. The report will be provided to the client in an electronic PDF format.

Conditions

1. Free and easy access will be granted to the buildings.
2. Recommendations will be provided regarding proper abatement, handling, removal and disposal of asbestos and other hazardous materials in accordance with applicable federal and New York State rules and regulations.
3. Asbestos bulk samples will be analyzed by NYS ELAP Method 198.1 for friable/non-friable samples and NYS ELAP Method 198.6 and 198.4 for non-friable organically bound (NOB) samples.
4. KAS will collect small pieces of building materials for analysis. The locations will be discrete, but no patching will be conducted except for samples located on roofs. AW Farrell will be contracted by KAS to conduct patching for samples collected from the roofs.



CITY OF PLATTSBURGH
PLANNING BOARD
COMMUNITY DEVELOPMENT OFFICE

April 23, 2019

Mayor Colin Read
and
Members of the Common Council
41 City Hall Place
Plattsburgh, N.Y. 12901

**REF: Recommendation of Award for
"Painted Pavement Markings"
Contract #2019-03**

Dear Mayor Read & Councilors:

We received and opened bids on Friday, April 12, 2019, for Contract #2019-03, "Painted Pavement Markings". One bid was received and is attached for reference.

I have reviewed the bid and find it conforms to the specified requirements. Therefore, I recommend that a contract be awarded to, "**Straight Line Industries, Inc., 5 Arrowhead Lane, Cahoes, NY 12047**, for the Unit Bid price of \$72,790.00.

Sufficient funding is available from the Public Works Contracted Services Budget.

Very truly yours,

Michael Bessette
Assistant Superintendent, Public Works
/sm

Encl.(1)

CC: City Clerk
City Chamberlain
Mike Brodi, Supt. Public Works

CITY OF PLATTSBURGH

BID TITLE: Painted Pavement on 7th and 8th Streets, Contract # 2019-03 BID OPENING DATE: 4/12/19 10:30 AM

NAME & ADDRESS OF BIDDERS	AMOUNT OF BID	NCBC	SECURITY
Atteridge Construction Co. 5 Marshall and Lane, Colton, NY 12027	78,790.00	✓	Bid Bond

4/12/19 10:35 AM
88



THE MAIN STREET AMERICA GROUP

NGM Insurance Company • Old Dominion Insurance Company
Main Street America Assurance Company • MSA Insurance Company
Information Systems and Services Corporation

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we (Here insert full name and address or legal title of Contractor)

Straight Line Industries, Inc.
5 Arrowhead Lane
Cohoes, NY 12047

as Principal, hereinafter called the Principal, and (Here insert full name and address or legal title of Surety)

NGM Insurance Company
55 West Street
Keene, NH 03431

a corporation duly organized under the laws of the State of Florida

as Surety, hereinafter called the Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

City of Plattsburgh Engineering & Planning Dept.
41 City Hall Place
Plattsburgh, NY 12901

as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT OF BID AMOUNT** Dollars (**\$5% OF BID AMOUNT**), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

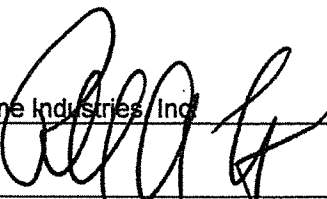
WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)
City of Plattsburgh Engineering & Planning Dept. - Painted Pavement Markings, Contract #2019-03

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of April, 2019



(Witness)



Straight Line Industries, Inc.
(Principal) (Seal)

(Title) RICHARD A. FREMONT, PRESIDENT

NGM Insurance Company
(Surety) (Seal)



Joseph V. Maffa
(Title) Attorney-in-fact

Printed in cooperation with the American Institute of Architects (AIA) by the NGM Insurance Company of 4601 Touchton Road East, Suite 3400, Jacksonville, FL 32256 904-739-0873. The language in this document conforms exactly to the language used in AIA Document A310, February, 1970 edition.

FOR PRINCIPAL'S USE ONLY (Use Only One)

INDIVIDUAL ACKNOWLEDGEMENT
Unless a Corporation

STATE OF _____
COUNTY OF _____ ss:

On this _____ day of _____, _____, before me personally came _____ to me known and known to me to be the person mentioned and described in and who executed the foregoing instrument and daily acknowledged to me the execution of the same.

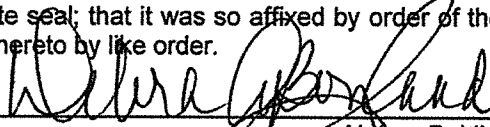
Notary Public

CORPORATE ACKNOWLEDGEMENT

STATE OF NEW YORK
COUNTY OF ALBANY ss:

On this 8TH day of APRIL, 2019, before me personally came RICHARD A. FREMONT to me known, who, being by me duly sworn, did dispose and say that he/she resides in LATHAM, NY

that he/~~she~~ is the PRESIDENT of the STRAIGHT LINE INDUSTRIES, INC the corporation described in and which executed the above instruments; that he/~~she~~ knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/~~she~~ signed his/~~her~~ name thereto by like order.



DEBRA A. D'AMICO
NOTARY PUBLIC-STATE OF NEW YORK

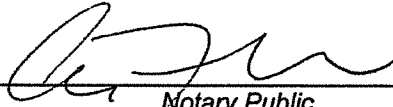
No. 01BO4916736
Qualified in Saratoga County
My Commission Expires 12-28-2021

FOR SURETY USE ONLY


SURETY ACKNOWLEDGEMENT

STATE OF NEW YORK
COUNTY OF SCHENECTADY ss:

On this 8th day of April, 2019, before me personally came JOSEPH V. MALLIA to me known, who being by me duly sworn, did depose and say that he/she resides in SCHENECTADY County, that he/she is the Attorney-in-fact of NGM Insurance Company and the corporation described in and which executed the above instruments; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by other of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.



Notary Public

 ADAM FARRAGHER
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN SCHENECTADY COUNTY
REG. #01FAS145093
MY COMB. EXP. MAY 01, 2022



KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint **Jeffrey J Mallia, Joseph V Mallia** _____

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Five Million Dollars (\$5,000,000.00)


and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

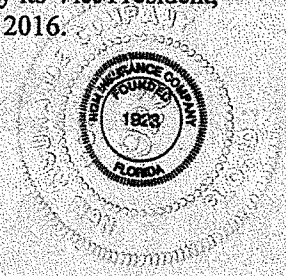
This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 8th day of January, 2016.

NGM INSURANCE COMPANY By:


Bruce R Fox
Vice President, General
Counsel and Secretary

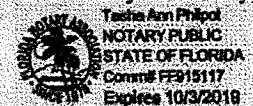


State of Florida,
County of Duval.

On this January 8, 2016, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

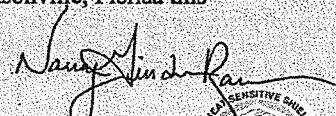
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 8th day of January, 2016.


Tasha Ann Philpot
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF215117
Expires 10/3/2019



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 8th day of April, 2019.



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.





THE MAIN STREET AMERICA GROUP



I certify that at the Annual Meeting of the Directors of the NGM Insurance Company duly called and held at Jacksonville, Florida on March 8, 2018, the following officers were elected and remain in office:

THOMAS M. VAN BERKEL CHAIRMAN, PRESIDENT AND CHIEF EXECUTIVE OFFICER
 EDWARD J. KUHL EXECUTIVE VICE PRESIDENT, CHIEF FINANCIAL OFFICER & TREASURER
 JEFFREY B. KUSCH EXECUTIVE VICE PRESIDENT, INSURANCE OPERATIONS
 BRUCE R FOX VICE PRESIDENT, GENERAL COUNSEL & SECRETARY
 MICHAEL D. LANCASHIRE SENIOR VICE PRESIDENT, CLAIMS
 THOMAS T. FRAZIER SENIOR VICE PRESIDENT & CHIEF INVESTMENT OFFICER
 DANIEL J. GAYNOR SENIOR VICE PRESIDENT & CHIEF UNDERWRITING OFFICER
 AMY J. FREDERICK VICE PRESIDENT & CHIEF INFORMATION OFFICER
 DEAN P. DORMAN VICE PRESIDENT & CHIEF ACTUARY
 NANCY L. GIORDANO-RAMOS, ROBERT T. HETZEL, JR., DAVID S. MEDVIDOFSKY
 DARRYL J. OSMAN, JANET M. ROOT, JOHN A. THOMPSON, JR. VICE PRESIDENTS

I further certify that the following statement of the Company is true as taken from the records of said Company as of December 31, 2017.

ADMITTED ASSETS

LIABILITIES

Bonds at Amortized Values \$1,566,509,617
 Stocks at Market Value 476,352,563
 First Mortgage Loans 14,598,240
 Real Estate 3,940,170
 Cash in Office and Banks (9,267,193)
 Short Term Investments 3,993,702
 Agent's Balance (Less than 90 Days) 273,013,708
 Accrued Interest 12,572,263
 Other Assets 251,464,412
 TOTAL ADMITTED ASSETS 2,593,177,482

Reserve for Losses 763,915,911
 Reserve for Loss Adjustment Expenses 129,681,673
 Reserve for Unearned Premiums 560,444,020
 Reserve for Other Underwriting Expenses 48,560,969
 Reserve for Taxes, Licenses, and Fees 6,452,998
 Loss Drafts in Transit 0
 Other Liabilities 58,723,519
 Total Liabilities 1,567,779,090
 Policyholders' Surplus 1,025,398,392
 TOTAL \$2,593,177,482

Securities as deposited by law, included above = \$ 8,135,836

I further certify that the following is true and exact excerpt from Article IV, Section 2 of the By-Laws of NGM Insurance Company which is still valid and existing.

The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

Subscribed and sworn to before me on this 12th day of March, 2018

IN WITNESS THEREOF I hereunto subscribe my name and affix the seal of said company this 12th day of March, 2018

Tasha Ann Philpot

Bruce R. Fox

Bruce R. Fox
Vice President, General Counsel & Secretary



Tasha Ann Philpot
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF915117
Expires 10/3/2019





MAIN STREET AMERICA GROUP

National Grange Mutual Insurance Company
Old Dominion Insurance Company
Main Street America Assurance Company

March 28, 2019

Dear Policyholder,

On November 26, 2002, the Terrorism Risk Insurance Act of 2002 was signed into law by the United States Congress and the President. This Act automatically provides coverage for certain acts of terrorism under your current policy. **Please note that you do not need to do anything regarding this coverage – it is provided to you at no additional cost.**

If you previously received notice regarding a terrorism exclusion on your renewal, that exclusion no longer applies and you will enjoy the full amount of coverage as specified by this new law.

On the bottom of this notice is a Policyholder Disclosure Notice of Terrorism Insurance which officially sets the premium charged for this coverage at \$0.00 at this time.

If there are any further developments, modifications or changes to this coverage, we will keep you informed. In the meantime, if you have any questions regarding the Terrorism Act or your coverage under that Act, contact your independent agent.

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

Coverage for acts of terrorism is already included in your current policy. You should know that, effective November 26, 2002, under your existing coverage, any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The portion of your annual premium that is attributable to coverage for acts of terrorism is \$ 00.00.

**BID PROPOSAL FORM
PAINTED PAVEMENT MARKINGS
CONTRACT #: 2019-03**

SUBMIT TO: City Clerk, 41 City Hall Place, Plattsburgh, NY 12901

BID DUE DATE: 10:30 AM Friday, April 12th, 2019

The undersigned hereby certifies he/she has examined and fully comprehends the requirements and intent of this specification for the above project and offers to furnish all labor, materials, equipment, and supplies and whatever else is necessary to complete the work according to the following scheduled completion dates and as detailed herein for the following unit prices:

NYS DOT ITEM					EXPOXY REFLECTORIZED PAVEMENT MARKINGS NYSDOT ITEM 685	
ITEM	NO.	QUANTITY		DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	685.01	30,000	LF	White 6" wide reflectorized pavement stripes including crosswalks, hatching for crosswalks, stop bars (18"W) paid as 3-6" lines & parking tees	1.60	# 48,000.00
2	685.01	10,000	LF	White 4" wide reflectorized pavement stripes - 0.38 mm	1.10	# 11,000.00
3	685.02	1,000	LF	Yellow 6" wide reflectorized pavement stripes - 0.38 mm	1.60	# 1,600.00
4	685.04	30	EACH	"Each" directional arrows (double headed-arrows) will be paid as 2 arrows)	120.00	# 3,600.00
5	685.04	4	EACH	R.R. crossing designations	500.00	# 2,000.00
6	685.03	30	EACH	4" wide White reflectorized pavement letters - 0.38 mm	40.00	# 1,200.00
7	685.04	6	EACH	Bike Lane Symbols	30.00	# 180.00
8	685.04	10	EACH	Bike Lane Arrows	30.00	# 300.00
9		300	SF	Green Traffic Paint Bike Box	6.00	# 1,800.00
10		5	EACH	Handicapped Symbols	50.00	250.00
11	635.01	1,000	LF	Cleaning & preparation of pavement surfaces for lines	1.75	1,750.00
12	635.02	12	EACH	Cleaning & preparation of pavement surfaces for letters	30.00	360.00
13	635.03	10	EACH	Cleaning & preparation of pavement surfaces for symbols	75.00	750.00

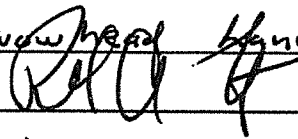
TOTAL: \$ 72,790.00

WORDS: Seventy two thousand seven hundred ninety and zero cents
(dollars)

BID PROPOSAL FORM
PAINTED PAVEMENT MARKINGS
CONTRACT #2019-03

Page 2

Addendum No. 1: None
Addendum No. 2: None

BUSINESS NAME: Straight line Industries Inc.
STREET ADDRESS: 5 Arrowhead Lane Cohoes, NY 12047
AUTHORIZED SIGNATURE:  President
CITY & STATE: Cohoes, NY ZIP: 12047
TELEPHONE #: 518-220-2000 FAX #: 518-220-9993
DATE: April 8 2019 Email: rick@straightlineind.com

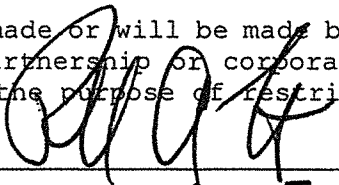
Required Attachment: Non-Collusive Bid Certificate
Bid Security

CONTRACT # 2019-03
PAINTED PAVEMENT MARKINGS

By submission of this bid, each bidder and each person signing on behalf of any bidder affirms, and in the case of a joint bid each party thereto affirms as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quote in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Signed: _____


Richard A. Fremont President
 Print Name & Title

RESOLUTION - (For Corporate Bidders Only)

Resolved that Richard A. Fremont be authorized to sign
(Individual's Name)

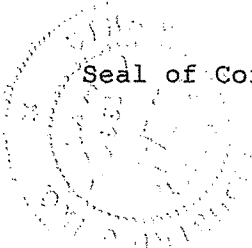
And submit the bid proposal for this corporation for:

Painted Pavement Markings Contract 2019-03
(Name of Project)

And to include in such bid or proposal the certificate as to non-collusion required by Section one hundred three - d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Straight Line Industries Inc Corporation at a meeting of its Board of Directors held on the 3rd day of January, 2019 and is still in full force and effect on this 8th day of April, 2019.

By: Ellen M. Messemer
Asst Secretary
Seal of Corporation Print Name: Ellen M. Messemer



AGREEMENT

THIS AGREEMENT made the May 3, 2019, by and between the City of Plattsburgh, New York, a municipal corporation of the state of New York chartered by the Laws of 1902, Chapter 269, as amended, with principal offices at 41 City Hall Place, Plattsburgh, New York, 12901, hereinafter called the "Owner," and Straight Line Industries, Inc., doing business as (an individual partnership or corporation), with principal office at 5 Arrowhead Lane, Cohoes, NY, hereinafter called the "CONTRACTOR."

WITNESSETH:

That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of:

**CONTRACT NO. 2019-03
PAINTED PAVEMENT MARKINGS**

2. The CONTRACTOR will furnish all the material, supplies, tools, equipment, labor and other services necessary for the paint striping and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 days after the NOTICE TO PROCEED and will complete the work by AUGUST 16, 2019.
4. The CONTRACTOR agrees to perform all the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the unit prices quoted and total estimated amount of \$72,790.00 as shown in the Bid Proposal Form. In no way does this paragraph obligate payment of the estimated amount from the Owner. The total amount paid will be based upon actual work performed at the unit prices provided in the Bid Proposal Form completed by the CONTRACTOR.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - a. Notice to Bidders.
 - b. Specification Manual

- c. Bid Proposal
 - d. Performance, Labor and Material Payment Bonds
 - e. Drawings
 - f. Notice of Award/Notice to Proceed
 - g. All addenda issued
 - h. Change Orders
6. The CONTRACTOR agrees to pay as liquidated damages as stated in the General Conditions, Section 2.12 "Failure to Complete Work on Time" for work not substantially complete beyond the specified completion date.
7. The CONTRACTOR shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the PROJECT provided that any such claim, damage, loss or expense is:
- a. attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the PROJECT itself) including the loss of use resulting therefrom; and, is,
 - b. caused in whole or in part by a negligent act or omission of the CONTRACTOR, any subcontractor, or of anyone for whose actions any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder.
8. In any and all claims against the Owner or any of its agents or employees by any employee of the CONTRACTOR, any one directly or indirectly employed by them, or anyone for whose actions any of them may be liable, the indemnification obligation under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Worker's Compensation Acts, Disability Benefits Acts, or other employee benefit acts.
9. The obligations of the CONTRACTOR under this contract shall not extend to the liability of the City Engineer, his agents or employees, arising out of:
- a. the preparation and approval of maps, drawings, opinions, reports, services, change orders, designs or

specifications, or

- b. the giving of or the failure to give instructions by the City Engineer, his agents or employees, provided such giving or failure to give is the primary cause of such injury or damage.

- 10. The obligation of the CONTRACTOR to indemnify shall be covered by an appropriate insurance policy.

IN WITNESS WHEREOF, the parties have executed this agreement in three counterparts, each of which shall be deemed an original, the year and day first above written.

CITY OF PLATTSBURGH

By: _____
MAYOR COLIN READ

STRAIGHT LINE INDUSTRIES, INC

By: _____

PRINT NAME & TITLE



Date of Application April 16, 2019

Permit Number

EVENT APPLICATION

Please return completed application form with permit fee and paperwork to:

Community Development Office
41 City Hall Place
Plattsburgh, NY 12901
Phone (518) 536-7458 OR (518)536-7509
events@cityofplattsburgh-ny.gov

All applications must be submitted 45 days in advance for events.

Street Solicitation Requests will not be accepted until February 1.

e.

Applications submitted late or incomplete may not receive approval and may not be issued a permit.

EVENT INFORMATION

Applicant's Name: The Foundation of CVPH Contact # (day of) 518-569-7437

Location of Event Site – *A fee may be assessed based on content of the application.*

Please mark all that apply:

- Beach booking
- Band shell booking
- Trinity Park
- City Marina
- Crete Civic Center
- City Gym
- US Oval
- Street Solicitation -No rain date for street solicitation; map of permitted intersections and guidelines are available from the City Clerk's Office.
- City Hall Building
- Other Please list:
City of Plattsburgh Marina Parking Lot

Type of Event:

- Festival
- Tournament
- Parade
- Run/Walk-a-thon
- Bicycle Race/Ride
- Music Event
- Sidewalk Sale
- Marina booking
- Family Picnic/
- Demonstration
- Other _____

Actual Event Date(s): June 15, 2019 Time of Event: 5:30 p.m.

Set- Up Date: June 13, 2019 Start Time _____

Tear Down Date: June 16, 2019 End Time _____

Rain date: _____ Annual Event YES _____ NO _____

(No rain date is permitted for Street Solicitations)

Estimated Attendance: 460 Admission Fees: _____

Event Details (Please describe the purpose of your event)

On Saturday, June 15, 2019, The Foundation of CVPH will hold its largest yearly fundraiser. The event features
dinner catered by Anthony's Restaurant & Bistro, a live band, silent & live auctions. Proceeds from this event are
invested right back in our local community and hospital.

ORGANIZER/ APPLICANT INFORMATION

Name of Organization The Foundation of CVPH

Primary Contact Person: Michelle Senecal

Mailing Address: 75 Beekman Street

Town/City: Plattsburgh State : NY

Postal Code: 12901 email: msenecal@cvph.org

Daytime Phone Number: 518-314-3359 Cell: 518-569-7437

Alternate Contact Person: Kerry Haley Phone: 518-562-7168

Is your group a non-profit/charitable organization? YES NO

If yes, does it have a charitable Donation # 14-1727048

Social Media Contact Information

Twitter @cvphfoundation Facebook The Foundation of CVPH

You tube _____ Website UVMHealth.org/CVPHFoundation

SITE PLAN

Site Plan Attached YES NO

A Detailed Site Plan must be included with your package. The following, should they be relevant, must be included on your Site Plan.

- Location of all Tents, temporary or permanent structures
- Location of barricades and road closures (road, parking, bicycle parking, parking lots)
- Emergency exits
- fire extinguishers, propane storage
- fencing, staging, bleachers, stages, inflatables, petting zoos, etc.
- food/refreshment tent vendors, restrooms, refreshment tents

OTHER EVENT DETAILS

Power Required? YES NO Specifics: _____

Water Required? YES NO

Trailer Stage Required? YES NO (*Event Organizer responsible for pick up/return of stage*)

Portable Stage Required? YES NO
If YES, what dimensions?

Fireworks YES NO Sound Amplification YES NO

Sanitation Facilities YES NO *Port-a-potties to be arranged by organizer. Please mark on site map.*

Food Vendors/BBQ YES NO

Animals (Petting zoo) YES NO Company Contact information: _____

Amusement Rides YES NO Contact Information: _____

ALCOHOL

Alcohol at event YES NO Attach all requirements of the Municipal Alcohol Policy. Applicant is responsible for obtaining applicable Liquor License. The NYS Liquor Authority rules and regulations are available at www.sla.ny.gov/.

I/we have read, understand and will comply with the City of Plattsburgh

Municipal Alcohol Policy Michelle Senecal SIGNATURE

ROAD CLOSURES/ PUBLIC WORKS

Does your event require a road closure? YES NO

Road: _____

_____ Date: _____ Time: _____

Road: _____ Date: _____ Time: _____

Road: _____ Date: _____ Time: _____

Other: _____

NOTE: Please provide and mark all road closure information in your site plans.

Barricades/Cones needed (if not a road closure) YES NO Location: _____

Additional Accessible parking signed dropped YES NO Location: _____

PARKING

Satellite Parking Location: _____

Bicycle Parking YES NO Location: _____

Additional Handicap Parking YES NO Location: _____

PARADE/ WALK INFORMATION

Parade/Walk Assembly Area _____ Time _____

Parade/Walk Dismissal Area _____ Time _____

Route Map Attached YES _____ NO _____

Describe the Proposed Event Route of parade _____

EMERGENCY MANAGEMENT

All Sections **MUST** be completed before an event will be approved and an event permit issued.

Designated Emergency personal/Liaison (Event day): Michelle Senecal

Cell Number: 518-569-7437 Other (PIN) _____

Alternate Contact person : Kerry Haley Cell: 518-570-8480

Where will liaison meet Emergency Services in the event of an emergency?

SECURITY

Who is responsible for your event security? What are their responsibilities? Please identify their location on the site plan.

We plan to ask Dana Poirer from CV Tech to assign a couple of students to this event.

Name of Security Firm: _____ Contact #: _____

FIRST AID

Who is responsible for first aid at your event? Please identify their location on the site plan.

911

TRAINING

What training will you provide to your volunteers/staff/participants regarding emergencies?

None

EVACUATION

How will you evacuate the area in the case of an emergency/disaster? Location of exits?
Evacuation Area

TENTS/VENDORS

TENT REQUIREMENTS

Will you have tents at your event? YES NO

Please list the sizes: See attached

REFRESHMENT VEHICLES REQUIREMENTS

Use of refreshment vehicles must adhere to the below requirements. Please confirm how you are going to demonstrate compliance to these conditions.

List of Food Vendors Attached YES NO

CHECKLIST

Please submit the following documents with your Event Application. Once all forms (if applicable) are received and the event is approved an Event Permit will be issued.

- Detailed Site Plan
- Detailed Route Map (parade or walk)
- Map of Road Closures
- NYS Liquor License/Special Occasion Permit
- List of Refreshment Vehicle owners/ Mobile Food Providers (if applicable)
- Municipal Alcohol Policy Paperwork
- Insurance Certificate (City of Plattsburgh listed as additional insured)
- Application Signed

I/We the Event organizer Michelle Senecal, on behalf of The Foundation of CVPH, the party requesting the use of the City of Plattsburgh facility/park noted in the above application do hereby hold and save harmless and agree to indemnify the City of Plattsburgh and its elected officials, directors, officers, employees, servants, agents, contractors and their respective heirs, executors, successors with respect to any and all actions, debts, suits, demands, costs, damages and expenses whatsoever arising either directly or indirectly as a result of the rental/use of the facility/park.

I/We have read and understand the Municipal Event Procedures and I/We will abide by all guidelines therein.

Applicant's Signature: Michelle Senecal Date April 16, 2019

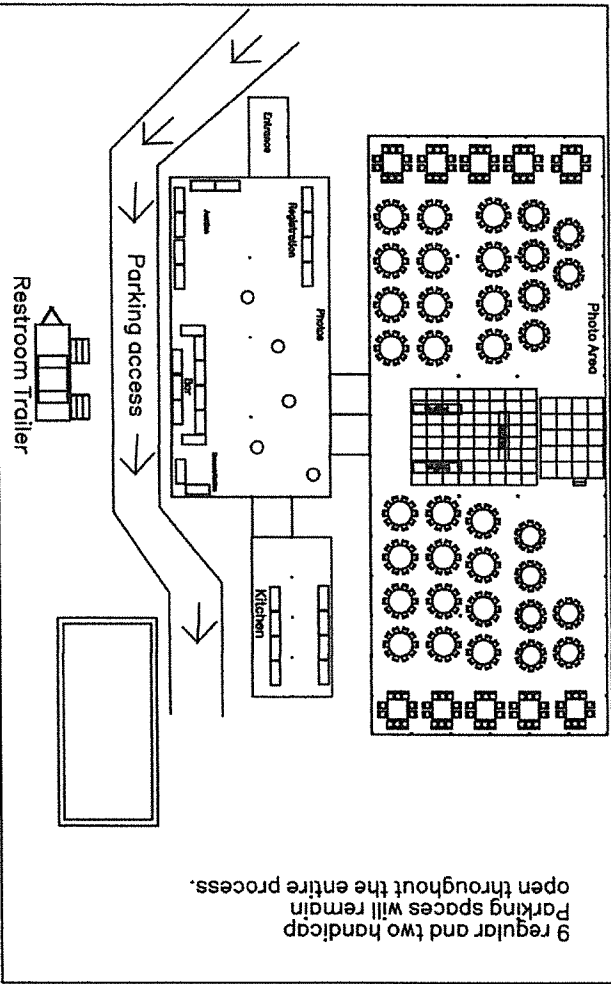
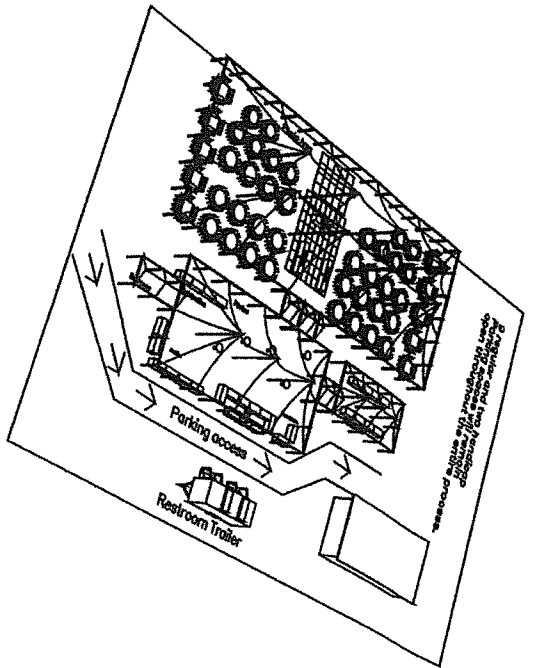
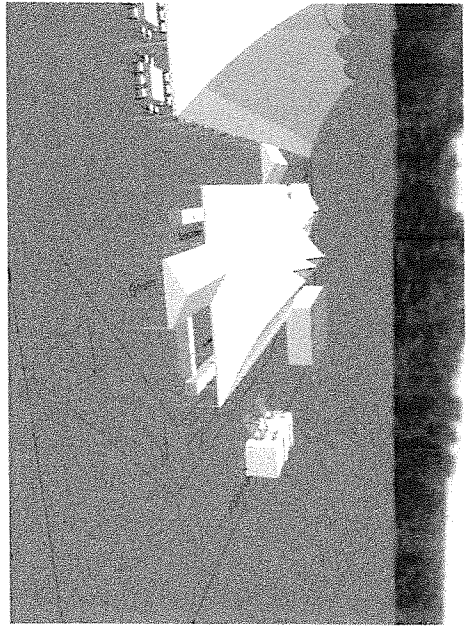
FOR INTERNAL USE ONLY

Permission is GRANTED to the applicant and/or sponsoring organization to use the streets/facilities and or parks as listed in the application for the special event described.

Permit Issue Date: _____

Authorized Signature _____

Insurance Certificate	YES	NO
Permit Fee	YES	NO
Report to Council		
Permit ISSUED		



9 regular and two handicap
 Parking spaces will remain
 open throughout the entire process.

HOSPITAL

2019

Date: 09/14/2017
 Project: CVPH
 Owner:
 Designer: SCOTT

CERTIFICATE OF INSURANCE**DATE:**
04/17/2019**CONSULTANT**
Integro Insurance Brokers
225 Franklin Street
Boston, MA 02110

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.

INSURED
UVM Health Network
Champlain Valley Physicians Hospital
Medical Center Community Providers Inc.
Elizabethtown Community Hospital**COMPANY AFFORDING COVERAGE**

VMC Indemnity Company, Ltd.

COVERAGES

This is to certify that the Policies listed below have been issued to the Named Insured 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. Limits shown may have been reduced by paid claims.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY	#100118	10/01/18	9/30/19	GENERAL AGGREGATE	\$10,000,000
				PRODUCTS-COMP/OP AGGREGATE	\$
				PERSONAL ADV INJURY	\$
				EACH OCCURRENCE	\$1,000,000
				FIRE DAMAGE	\$
				MEDICAL EXPENSES	\$
HOSPITAL PROFESSIONAL LIABILITY	#100118	10/01/18	9/30/19	EACH CLAIM	\$ 2,000,000
				GENERAL AGGREGATE	\$20,000,000
PHYSICIAN PROFESSIONAL LIABILITY	#100118	10/01/18	9/30/19	Each Claim	\$2,000,000
				Annual Aggregate	\$20,000,000

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)

Coverage for CVPH Foundation's Event, June 13 – 17, 2019.

CERTIFICATE HOLDERCity of Plattsburgh
41 City Hall Place
Plattsburgh, NY 12901**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 DAYS written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

AUTHORIZED REPRESENTATIVES**VMC Indemnity Co., Ltd.**Attn: Risk Management Dept.
111 Colchester Avenue, Mailstop: 95 St. Paul
Burlington, VT 05401
(802) 847-3532

LICENSE AGREEMENT

City of Plattsburgh Municipal Beach

THIS AGREEMENT is made this ____ day of May, 2019, (hereinafter referred to as 'Effective Date') by and between **The City of Plattsburgh**, a municipal corporation with offices at 41 City Hall, Plattsburgh, New York (hereinafter referred to as 'Licensor') and Illuzi Enterprise Inc., *address* doing business as **The Cabana Beach Bar** (hereinafter referred to as 'Licensee').

In consideration for the mutual exchange of promises set forth herein, the City grants a license to the licensee to use the herein-described premises, on the following terms and conditions:

1. Licensed Premises.

Licensor grants Licensee the exclusive right to occupy **Section A** of the Beach Vendor Building, together with the exclusive right to occupy that part of the concrete patio adjoining **Section A** of the Beach Vendor Building (hereinafter referred to as the 'Premises'). **Section A** and the patio area are shown on the plan annexed as **Exhibit A** and made a part of this Agreement. The patio area is outlined in gold. The Licensee is granted permission to erect or install a fence that encloses the patio area if required by New York State Liquor Authority rules and regulations.

Licensor grants Licensee the right to use, in common with others, areas of the city beach that are open to the public including the walks and parking areas. Licensee has inspected the Premises and accepts the same in the condition they are in as of the date of this agreement.

Licensor grants the Licensee the right to use Licensor-owned equipment, if any, listed in **Exhibit B** on the condition that such equipment is made available for use "as is" and any repairs to such equipment shall be made by the Licensee at its sole expense. The Licensee shall return the Premises and equipment in as good a condition as when received, less reasonable wear and tear, at the expiration of the license term.

2. Use of the Premises.

The Licensee shall use the Premises for the purposes and uses described in **Exhibit C**.

3. License Term.

This License shall commence on Memorial Day, May 27th, 2019 and terminate on October 1st, 2019. Licensor, at its sole discretion, shall have the option to renew this License for the 2020 beach season. In order to invoke this option, Licensee shall advise Licensor in writing within 30 days after October 1st, 2019 of their desire to renew the license. Any subsequent lease agreement will be negotiated in good faith between the parties.

Licensee shall have access to the Premises beginning on May 15th, 2019 to conduct preparations to open for the season. Licensee shall have access to the Premises until October 15th, 2019 to conduct preparations to close for the season.

4. Hours of Operation.

This license has been granted for the convenience of beach patrons and, therefore, the Licensee agrees to operate its business all days when the beach is open. Generally, the beach season runs from Memorial Day through Labor Day inclusive. Daily hours generally are: 9:00 a.m. to 9:00 p.m. but can fluctuate depending on weather. Licensee shall clearly post its hours of operation. On days when the beach is open, Licensee shall open its business no later than two hours after the opening of the beach and shall close its business no later than one half hour (30 minutes) before the closing of the beach. If, during the term of this license, Licensee chooses to operate its business on days when the beach is not open or on days when the beach opens late or closes early due to weather, Licensee shall open its business no earlier than 9:00 a.m. and shall close its business no later than 8:30 p.m.

On any day the Licensee chooses to operate its business when the beach is closed, Licensee shall use best efforts to ensure no patron enters Lake Champlain. If deemed necessary, the Licensor may require Licensee to provide, at Licensee's sole expense, security personnel when operating outside of the hours of operations established in the preceding paragraph.

5. License Fee.

Pending approval of all City and State permits, Licensee agrees to pay a license fee in the amount of \$1,000.00, payable in three (3) equal installments according to the following schedule:

\$333.34 on or before June 1st, 2019

\$333.33 on or before July 1st, 2019

\$333.33 on or before August 1st, 2019

Payments shall be made by check payable to **City of Plattsburgh** and should be forwarded to Matthew Miller, Director of Community Development at 41 City Hall Place, Plattsburgh, NY 12901. Any payment not made when due shall bear interest at the rate of 18% per annum until paid.

6. Security for Payment of License Fee.

Licensee shall pay a deposit of \$1,000.00 (hereinafter referred to as 'Deposit') to secure the performance of the Licensee's promises under this License. This Deposit shall be paid no later than 5 days after the Effective Date of this Agreement. Licensor may use as much of the Deposit as necessary to pay for damages resulting from Licensee's occupancy of the Premises and demand that the Licensee replace the amount of the Security Deposit used by the Licensor. Once Licensee concludes seasonal

operations, Licensor will inspect the Premises and if Licensee has complied with all terms of the agreement and returns the Premises to the Licensor in the same good condition as when Licensee began seasonal operations, Licensor will return the full amount of the Deposit to Licensee.

If the Licensor decides not to return the full amount of the Deposit to the Licensee after this inspection, Licensor will provide Licensee with a written notice including an itemized list as to why the full Deposit amount is not being returned and a check for any remaining Deposit owed to the Licensee after the allowed deductions have been made.

7. Insurance Requirements/Hold Harmless.

Before entering into possession of the Premises, Licensee shall provide an insurance certificate for the type and amount of insurance coverage set forth in **Exhibit D**. If the Licensee sells alcoholic beverages Dram Shop insurance is required. Insurance certificates shall name the Licensor as an additional insured and provide for 30-day notice of cancellation to the Licensor.

The Licensee shall indemnify and hold harmless Licensor and its representatives from and against all losses and all claims, demands, suits, actions, payments and judgments arising from bodily injury, personal injury, property damage or otherwise brought or recovered against Licensor or its representatives by reason of any act or omission to the Licensee, its agents, servants, or employees in the execution or guarding of the work, including any and all expense, legal or otherwise, incurred by Licensor or its representative in the defense of any claim or suit.

8. Licensee Improvements to Licensed Premises.

At its sole expense, Licensee may, but is not required to, make improvements, alterations or additions to the Premises. Before making such improvements, Licensee shall obtain a building permit, if required. Any alterations shall be of good workmanship and material and shall not reduce the size or strength of the then existing improvements or of any load bearing wall or structural support. Any improvements, alterations, additions or fixtures placed on the Premises, whether or not permanently affixed to the Premises, other than trade fixtures, shall become part of the Premises, shall belong to Licensor, and shall remain on and be surrendered with the Premises at the expiration or termination of this License. No improvements, alterations or additions to the Premises, other than trade fixtures, shall be removed without Licensor's prior written consent which shall not be unreasonably withheld. Licensee shall repair all damage caused by any removal of any fixtures or additions.

Should Licensee advise Licensor of their intention to renew this license in accordance with Section 3 of this Agreement, Licensee shall be permitted to store equipment and other materials inside the Premises until the following beach season. Licensee shall hold Licensor harmless for any damage to or theft of equipment and materials stored inside the Premises after the expiration of this license. Should Licensee fail to advise Licensor of their intention to renew this license in accordance with Section 3 of this Agreement, any property belonging to Licensee that is not removed from the Premises within 30 days of the termination or expiration of this license shall become the property of Licensor.

9. Utilities.

Licensee agrees to pay utilities associated with the Premises. Electric, water, and sewer charges will apply as well as all charges for any additional services or other utilities used on the Premises.

10. Refuse and Trash.

Licensee shall keep the licensed Premises and an area within 10 feet of the perimeter of the licensed Premises free of all trash and debris. Licensee shall provide clean, covered trash receptacles with disposable liners for use by its customers, which receptacles shall be emptied not less than once a day. Licensee shall be responsible for the cost of removing all trash from the premises. Use of Licensor-owned trash receptacles or dumpsters shall be permitted. Should the Licensee fail to maintain the Premises in a neat and clean condition or to remove trash as frequently as agreed, Licensor may provide such services and bill the Licensee for the reasonable cost of such services which sum the Licensee agrees to pay within three (3) days of receipt of such a bill.

11. Personal Property.

Licensor shall have no liability whatsoever for the loss, damage or destruction of the Licensee's personal property, regardless of the cause.

12. Identification of Licensee's Employees.

Licensee shall provide a current list of the names and addresses of all employees and designate an onsite manager. Employees shall present photo identification upon request. All employees of Licensee shall be required to clothing displaying Licensor's logo to indicate they are employed by the Licensee and not by the Licensor.

13. Access to Premises.

The Licensee, his/her employees, contractors and suppliers may enter the Premises when the beach is open to the public and other times with the approval of the Licensor's Community Development Office.

14. Use of Sound Making Devices.

Licensee shall be permitted to use sound amplifying devices to attract customers to its business provided the sound volume is kept to a reasonable level. Licensee agrees to reduce the volume of any such devices at the request of Licensor's staff.

15. Equal Employment Opportunity.

Licensee shall comply with all state and federal regulations regarding non-discrimination in employment and service of customers.

16. Default/Damages.

If the Licensee breaches this Agreement, Licensor will give the Licensee notice of the breach and a reasonable opportunity to cure the breach. If more than two (2) such notices are given, whether or not the breach is cured, Licensor may terminate this license upon ten (10) calendar days' notice to Licensee. If, at the time a notice of termination is given by Licensor to Licensee, the full license fee of \$1,000.00 has not been paid, Licensor will use the Deposit to pay the unpaid portion of the license fee. If, at that time, the Deposit is not large enough, due to prior deductions as described in Section 6 of this license, to pay the unpaid portion of the license fee, the Licensee will be liable for the balance of the license fee.

If Licensor initiates any legal action or proceeding to regain possession of the Premises or collect any amount due Licensor, in addition to any sums due Licensor, the Licensee shall be liable for the payment of Licensor's reasonable attorney's fees as determined by the court upon entry of final judgment.

17. Miscellaneous:

- A. In the event the Premises shall be damaged by fire or any other cause Licensor may elect not to repair or rebuild in which case this license will terminate and, if the cause of the fire or damage was not the negligent or intentional acts or omissions of the Licensee, Licensor will refund a pro rata share of any license fee that was paid in advance.
- B. The Licensee shall ensure its operations conform to all ordinances and statutes of the City of Plattsburgh, the County of Clinton, the State of New York, and the United States Government.
- C. WAIVER OF JURY TRIAL. The Licensor and Licensee agree that any claim or dispute arising under this agreement shall be tried before a judge without a jury and each waives its right to trial by jury.
- D. If any provision of this License is held invalid or unenforceable, the holding shall affect only the provision in question and that provision in other circumstances, and all other provisions of this License, shall remain in full force and effect.
- E. The rule that the terms of an agreement are strictly construed against the drafting party shall have no application to the construction or interpretation of this License.
- F. This agreement is the parties' entire agreement and shall not be amended except in writing signed by both parties.
- G. If alcoholic beverages are intended to be served at the licensed premises, the applicant must provide a valid liquor license from the State of New York. Further, all alcohol must be consumed on the premises (i.e. within a cordoned off-area adjacent to the facility as approved by the Director of Community Development). Vendor shall comply with their liquor license at all times.

18. Special Events.

From time to time during the term of this Agreement, Licensor may license the beach grounds to persons who wish to hold festivals, concerts and other events where a charge is imposed for

admission. These events are hereinafter referred to as "Special Events." Licensor reserves the right to grant to the Special Event promoter the right to sell all manner of food, beverages and Special Event souvenirs. This License DOES NOT grant the Licensee an exclusive right to sell such items during Special Events. The Licensee shall have the right to conduct its business on the licensed premises during such Special Events without admission charges to the Licensee and its registered employees. The Licensee understands Licensor may permit the Special Events promoter to erect tents, place temporary toilets, park delivery vehicles, and install temporary fencing to restrict access and traffic flow in such places as Licensor at its sole discretion deems appropriate. Licensor will take reasonable measures to assure the Licensee's premises will remain visible and accessible to beach customers. However, the Licensee understands that the presence of Special Event facilities may alter traffic patterns and visibility.

IN WITNESS WHEREOF, This Agreement has been made as of the day and year first written above.

LICENSOR (CITY OF PLATTSBURGH)

Signature: _____

Name: _____

Title: _____

Date: _____

LICENSEE (CABANA BEACH BAR)

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Map of Premises

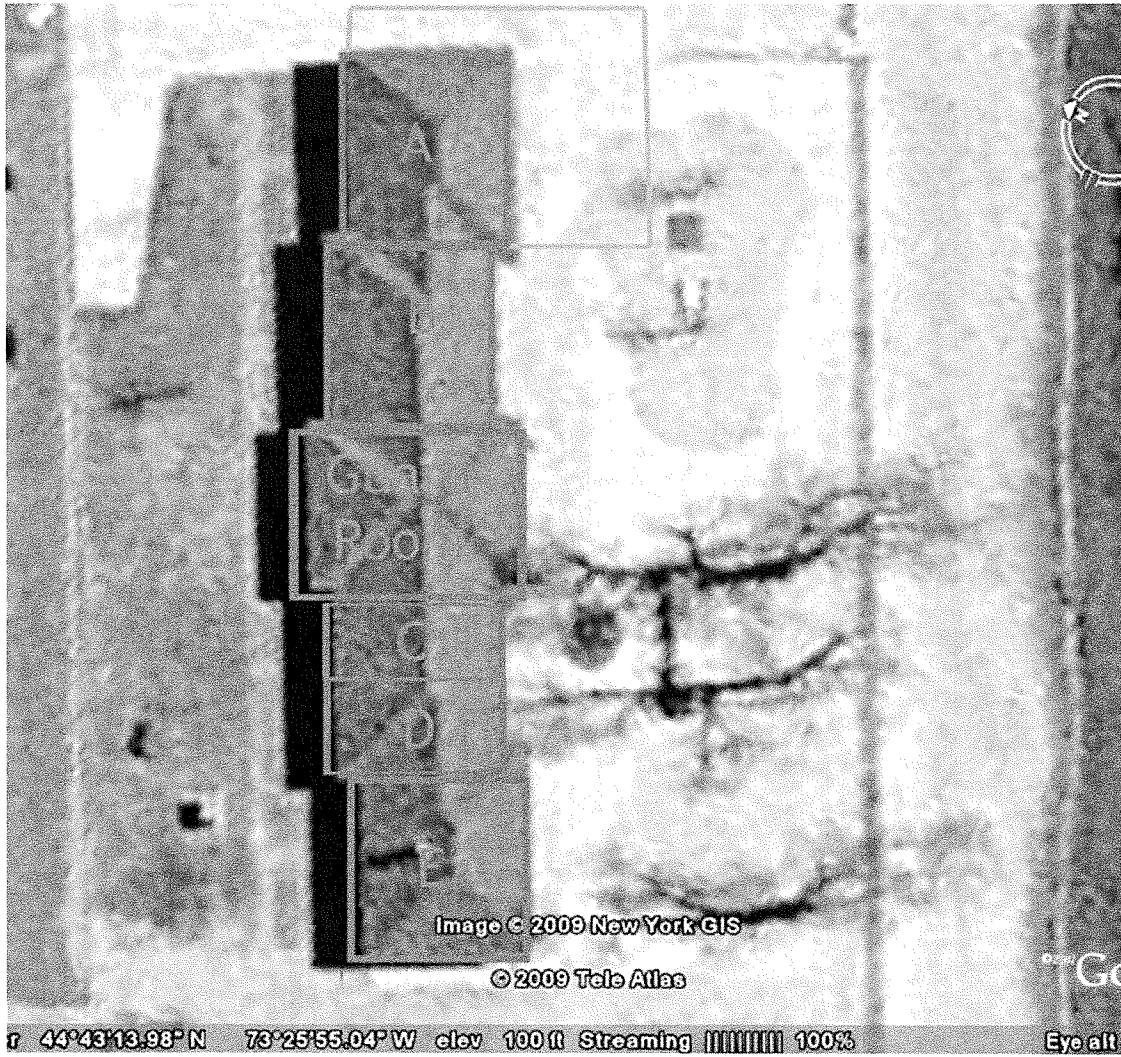


EXHIBIT B

City Owned Equipment (List):

- One forty (40) gallon water heater

EXHIBIT C

Purposes and Uses for Licensed Space

Licensee is permitted to serve alcoholic beverages as allowed by licensee's liquor license along with soft drinks and other non-alcoholic beverages for patrons of the City beach. Prepackaged food items such as chips, pretzels, jerky, ice cream, etc. may be sold under the terms of this license.

EXHIBIT D

CITY OF PLATTSBURGH GUIDELINES FOR INSURANCE REQUIREMENTS USE OF CITY FACILITIES

1. General Statement of Policy

- If you wish to use city property for an event, permission is required.
- Insurance is required unless expressly not required, or waived.
- Regardless of the activity or location, insurance is always required for:
 - Events held by profit making entities
 - Non-profit activities where an admission fee is charged
 - The use of a city street
 - Use of athletic facilities by organized teams or leagues
 - If alcoholic beverages are served during the event.
- **In most cases the applicable insurance requirement is General Liability Insurance for Premises-Operations Contractual BI/PD, \$1 million CSL, \$2 million aggregate. Policies must be in comprehensive form and the City of Plattsburgh must be named as an additional insured.**
- In some cases, other types of insurance may be required, such as Automobile Liability, Worker's Compensation, NYS Disability and Liquor Liability.
- If alcoholic beverages are served on City property, Liquor Liability insurance is required i.e. Premises-Operations BI/PD \$1million CSL. The person selling or serving the beverages must have an off premises license from the NYS Liquor Authority and proof of worker's compensation and disability insurance for his employees.
- Where insurance is required, if the persons or group organizing and conducting the event does not have insurance, the event may be sponsored by another person or organization who provides insurance coverage for the specific event.
- Use fees may apply.
- Other charges or restrictions on the use of City property may apply.

The intent of these Guidelines is to provide information to the public and guidance to City officers and Employees on the use of City property.

LICENSE AGREEMENT

City of Plattsburgh Municipal Beach

THIS AGREEMENT is made this ____ day of May, 2019, (hereinafter referred to as 'Effective Date') by and between **The City of Plattsburgh**, a municipal corporation with offices at 41 City Hall Place, Plattsburgh, NY 12901 (hereinafter referred to as 'Licensor') and Mihal Inc., located at 10 Plattsburgh Plaza, Plattsburgh, NY 12901, doing business as **The Party Factory** (hereinafter referred to as 'Licensee').

In consideration for the mutual exchange of promises set forth herein, the City grants a license to the licensee to use the herein-described premises, on the following terms and conditions:

1. Licensed Premises.

Licensor grants Licensee the exclusive right to occupy **Section D** of the Beach Vendor Building, together with the exclusive right to occupy that part of the concrete patio adjoining **Section D** of the Beach Vendor Building (hereinafter referred to as the 'Premises'). **Section D** and the patio area are shown on the plan annexed as **Exhibit A** and made a part of this Agreement. The patio area is outlined in green. The Licensee is granted permission to erect or install a fence that encloses the patio area if required by New York State Liquor Authority rules and regulations.

Licensor grants Licensee the right to use, in common with others, areas of the city beach that are open to the public including the walks and parking areas. Licensee has inspected the Premises and accepts the same in the condition they are in as of the date of this agreement.

Licensor grants the Licensee the right to use Licensor-owned equipment, if any, listed in **Exhibit B** on the condition that such equipment is made available for use "as is" and any repairs to such equipment shall be made by the Licensee at its sole expense. The Licensee shall return the Premises and equipment in as good a condition as when received, less reasonable wear and tear, at the expiration of the license term.

2. Use of the Premises.

The Licensee shall use the Premises for the purposes and uses described in **Exhibit C**.

3. License Term.

This License shall commence on Memorial Day, May 27th, 2019 and terminate on October 1st, 2019. Licensor, at its sole discretion, shall have the option to renew this License for the 2020 beach season. In order to invoke this option, Licensee shall advise Licensor in writing within 30 days after October 1st, 2019 of their desire to renew the license. Any subsequent lease agreement will be negotiated in good faith between the parties.

Licensee shall have access to the Premises beginning on May 15th, 2019 to conduct preparations to open for the season. Licensee shall have access to the Premises until October 15th, 2019 to conduct preparations to close for the season.

4. Hours of Operation.

This license has been granted for the convenience of beach patrons and, therefore, the Licensee agrees to operate its business all days when the beach is open. Generally, the beach season runs from Memorial Day through Labor Day inclusive. Daily hours generally are: 9:00 a.m. to 8:00 p.m. but can fluctuate depending on weather. Licensee shall clearly post its hours of operation. On days when the beach is open, Licensee shall open its business no later than two hours after the opening of the beach and shall close its business no later than one half hour (30 minutes) before the closing of the beach. If, during the term of this license, Licensee chooses to operate its business on days when the beach is not open or on days when the beach opens late or closes early due to weather, Licensee shall open its business no earlier than 9:00 a.m. and shall close its business no later than 7:30 p.m.

On any day the Licensee chooses to operate its business when the beach is closed, Licensee shall use best efforts to ensure no patron enters Lake Champlain. If deemed necessary, the Licensor may require Licensee to provide, at Licensee's sole expense, security personnel when operating outside of the hours of operations established in the preceding paragraph.

5. License Fee.

Pending approval of all City and State permits, Licensee agrees to pay a license fee in the amount of \$1,200.00, payable in three (3) equal installments according to the following schedule:

\$400.00 on or before June 1st, 2019

\$400.00 on or before July 1st, 2019

\$400.00 on or before August 1st, 2019

Payments shall be made by check payable to **City of Plattsburgh** and should be forwarded to Matthew Miller, Director of Community Development at 41 City Hall Place, Plattsburgh, NY 12901. Any payment not made when due shall bear interest at the rate of 18% per annum until paid.

6. Security for Payment of License Fee.

Licensee shall pay a deposit of \$1,000.00 (hereinafter referred to as 'Deposit') to secure the performance of the Licensee's promises under this License. This Deposit shall be paid no later than 5 days after the Effective Date of this Agreement. Licensor may use as much of the Deposit as necessary to pay for damages resulting from Licensee's occupancy of the Premises and demand that the Licensee replace the amount of the Security Deposit used by the Licensor. Once Licensee concludes seasonal

operations, Licensor will inspect the Premises and if Licensee has complied with all terms of the agreement and returns the Premises to the Licensor in the same good condition as when Licensee began seasonal operations, Licensor will return the full amount of the Deposit to Licensee.

If the Licensor decides not to return the full amount of the Deposit to the Licensee after this inspection, Licensor will provide Licensee with a written notice including an itemized list as to why the full Deposit amount is not being returned and a check for any remaining Deposit owed to the Licensee after the allowed deductions have been made.

7. Insurance Requirements/Hold Harmless.

Before entering into possession of the Premises, Licensee shall provide an insurance certificate for the type and amount of insurance coverage set forth in **Exhibit D**. If the Licensee sells alcoholic beverages Dram Shop insurance is required. Insurance certificates shall name the Licensor as an additional insured and provide for 30-day notice of cancellation to the Licensor.

The Licensee shall indemnify and hold harmless Licensor and its representatives from and against all losses and all claims, demands, suits, actions, payments and judgments arising from bodily injury, personal injury, property damage or otherwise brought or recovered against Licensor or its representatives by reason of any act or omission to the Licensee, its agents, servants, or employees in the execution or guarding of the work, including any and all expense, legal or otherwise, incurred by Licensor or its representative in the defense of any claim or suit.

8. Licensee Improvements to Licensed Premises.

At its sole expense, Licensee may, but is not required to, make improvements, alterations or additions to the Premises. Before making such improvements, Licensee shall obtain a building permit, if required. Any alterations shall be of good workmanship and material and shall not reduce the size or strength of the then existing improvements or of any load bearing wall or structural support. Any improvements, alterations, additions or fixtures placed on the Premises, whether or not permanently affixed to the Premises, other than trade fixtures, shall become part of the Premises, shall belong to Licensor, and shall remain on and be surrendered with the Premises at the expiration or termination of this License. No improvements, alterations or additions to the Premises, other than trade fixtures, shall be removed without Licensor's prior written consent which shall not be unreasonably withheld. Licensee shall repair all damage caused by any removal of any fixtures or additions.

Should Licensee advise Licensor of their intention to renew this license in accordance with Section 3 of this Agreement, Licensee shall be permitted to store equipment and other materials inside the Premises until the following beach season. Licensee shall hold Licensor harmless for any damage to or theft of equipment and materials stored inside the Premises after the expiration of this license. Should Licensee fail to advise Licensor of their intention to renew this license in accordance with Section 3 of this Agreement, any property belonging to Licensee that is not removed from the Premises within 30 days of the termination or expiration of this license shall become the property of Licensor.

9. Utilities.

Licensee agrees to pay utilities associated with the Premises. Electric, water, and sewer charges will apply as well as all charges for any additional services or other utilities used on the Premises.

10. Refuse and Trash.

Licensee shall keep the licensed Premises and an area within 10 feet of the perimeter of the licensed Premises free of all trash and debris. Licensee shall provide clean, covered trash receptacles with disposable liners for use by its customers, which receptacles shall be emptied not less than once a day. Licensee shall be responsible for the cost of removing all trash from the premises. Use of Licensor-owned trash receptacles or dumpsters shall be permitted. Should the Licensee fail to maintain the Premises in a neat and clean condition or to remove trash as frequently as agreed, Licensor may provide such services and bill the Licensee for the reasonable cost of such services which sum the Licensee agrees to pay within three (3) days of receipt of such a bill.

11. Personal Property.

Licensor shall have no liability whatsoever for the loss, damage or destruction of the Licensee's personal property, regardless of the cause.

12. Identification of Licensee's Employees.

Licensee shall provide a current list of the names and addresses of all employees and designate an onsite manager. Employees shall present photo identification upon request. All employees of Licensee shall be required to wear clothing displaying Licensor's logo to indicate they are employed by the Licensee and not by the Licensor.

13. Access to Premises.

The Licensee, his/her employees, contractors and suppliers may enter the Premises when the beach is open to the public and other times with the approval of the Licensor's Community Development Office or the Licensor's Beach Manager.

14. Use of Sound Making Devices.

Licensee shall be permitted to use sound amplifying devices to attract customers to its business provided the sound volume is kept to a reasonable level. Licensee agrees to reduce the volume of any such devices at the request of Licensor's staff.

15. Equal Employment Opportunity.

Licensee shall comply with all state and federal regulations regarding non-discrimination in employment and service of customers.

16. Default/Damages.

If the Licensee breaches this Agreement, Licensor will give the Licensee notice of the breach and a reasonable opportunity to cure the breach. If more than two (2) such notices are given, whether or not the breach is cured, Licensor may terminate this license upon ten (10) calendar days' notice to Licensee. If, at the time a notice of termination is given by Licensor to Licensee, the full license fee of \$1,000.00 has not been paid, Licensor will use the Deposit to pay the unpaid portion of the license fee. If, at that time, the Deposit is not large enough, due to prior deductions as described in Section 6 of this license, to pay the unpaid portion of the license fee, the Licensee will be liable for the balance of the license fee.

If Licensor initiates any legal action or proceeding to regain possession of the Premises or collect any amount due Licensor, in addition to any sums due Licensor, the Licensee shall be liable for the payment of Licensor's reasonable attorney's fees as determined by the court upon entry of final judgment.

17. Miscellaneous:

- A. In the event the Premises shall be damaged by fire or any other cause Licensor may elect not to repair or rebuild in which case this license will terminate and, if the cause of the fire or damage was not the negligent or intentional acts or omissions of the Licensee, Licensor will refund a pro rata share of any license fee that was paid in advance.
- B. The Licensee shall ensure its operations conform to all ordinances and statutes of the City of Plattsburgh, the County of Clinton, the State of New York, and the United States Government.
- C. WAIVER OF JURY TRIAL. The Licensor and Licensee agree that any claim or dispute arising under this agreement shall be tried before a judge without a jury and each waives its right to trial by jury.
- D. If any provision of this License is held invalid or unenforceable, the holding shall affect only the provision in question and that provision in other circumstances, and all other provisions of this License, shall remain in full force and effect.
- E. The rule that the terms of an agreement are strictly construed against the drafting party shall have no application to the construction or interpretation of this License.
- F. This agreement is the parties' entire agreement and shall not be amended except in writing signed by both parties.
- G. If alcoholic beverages are intended to be served at the licensed premises, the applicant must provide a valid liquor license from the State of New York. Further, all alcohol must be consumed on the premises (i.e. within a cordoned off-area adjacent to the facility as approved by the Director of Community Development). Vendor shall comply with their liquor license at all times.

18. Special Events.

From time to time during the term of this Agreement, Licensor may license the beach grounds to persons who wish to hold festivals, concerts and other events where a charge is imposed for

admission. These events are hereinafter referred to as "Special Events." Licensor reserves the right to grant to the Special Event promoter the right to sell all manner of food, beverages and Special Event souvenirs. This License DOES NOT grant the Licensee an exclusive right to sell such items during Special Events. The Licensee shall have the right to conduct its business on the licensed premises during such Special Events without admission charges to the Licensee and its registered employees. The Licensee understands Licensor may permit the Special Events promoter to erect tents, place temporary toilets, park delivery vehicles, and install temporary fencing to restrict access and traffic flow in such places as Licensor at its sole discretion deems appropriate. Licensor will take reasonable measures to assure the Licensee's premises will remain visible and accessible to beach customers. However, the Licensee understands that the presence of Special Event facilities may alter traffic patterns and visibility.

IN WITNESS WHEREOF, This Agreement has been made as of the day and year first written above.

LICENSOR (CITY OF PLATTSBURGH)

Signature: _____

Name: _____

Title: _____

Date: _____

LICENSEE (MIHAL INC.)

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Map of Premises

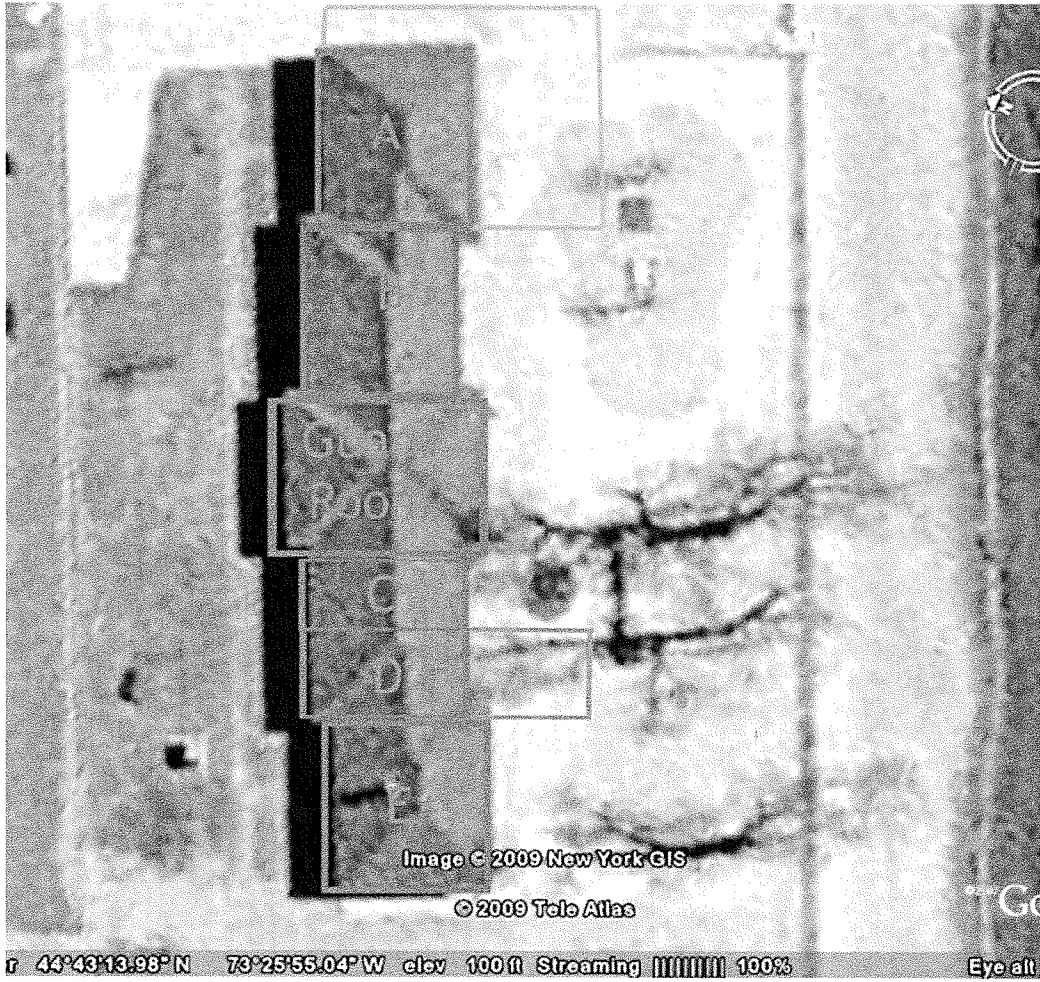


EXHIBIT B

City Owned Equipment (List): None

EXHIBIT C

Purposes and Uses for Licensed Space

Licensee is permitted to sell various beach supplies including, but not limited to, sun screen, coolers, sun glasses, towels, pails/shovels and other sand toys, picnic supplies, etc.

The Licensee, with prior approval, may allow rental of various items such as kayaks, paddleboards and beach games.

Licensee is not permitted to sell food or beverages on the Premises.

EXHIBIT D

CITY OF PLATTSBURGH GUIDELINES FOR INSURANCE REQUIREMENTS USE OF CITY FACILITIES

1. General Statement of Policy

- If you wish to use city property for an event, permission is required.
- Insurance is required unless expressly not required, or waived.
- Regardless of the activity or location, insurance is always required for:
 - Events held by profit making entities
 - Non-profit activities where an admission fee is charged
 - The use of a city street
 - Use of athletic facilities by organized teams or leagues
 - If alcoholic beverages are served during the event.
- **In most cases the applicable insurance requirement is General Liability Insurance for Premises-Operations Contractual BI/PD, \$1 million CSL, \$2 million aggregate. Policies must be in comprehensive form and the City of Plattsburgh must be named as an additional insured.**
- In some cases, other types of insurance may be required, such as Automobile Liability, Worker's Compensation, NYS Disability and Liquor Liability.
- If alcoholic beverages are served on City property, Liquor Liability insurance is required i.e. Premises-Operations BI/PD \$1million CSL. The person selling or serving the beverages must have an off premises license from the NYS Liquor Authority and proof of worker's compensation and disability insurance for his employees.
- Where insurance is required, if the persons or group organizing and conducting the event does not have insurance, the event may be sponsored by another person or organization who provides insurance coverage for the specific event.
- Use fees may apply.
- Other charges or restrictions on the use of City property may apply.

The intent of these Guidelines is to provide information to the public and guidance to City officers and Employees on the use of City property.

LICENSE AGREEMENT

City of Plattsburgh Municipal Beach

THIS AGREEMENT is made this _____ day of May, 2019, (hereinafter referred to as 'Effective Date') by and between **The City of Plattsburgh**, a municipal corporation with offices at 41 City Hall Place, Plattsburgh, NY 12901 (hereinafter referred to as 'Licensor') and Polish Corner Inc., located at 265 Cornelia Street, Plattsburgh, NY 12901, doing business as **The Polish Corner** (hereinafter referred to as 'Licensee').

In consideration for the mutual exchange of promises set forth herein, the City grants a license to the licensee to use the herein-described premises, on the following terms and conditions:

1. Licensed Premises.

Licensor grants Licensee the exclusive right to occupy **Section E** of the Beach Vendor Building, together with the exclusive right to occupy that part of the concrete patio adjoining **Section E** of the Beach Vendor Building (hereinafter referred to as the 'Premises'). **Section E** and the patio area are shown on the plan annexed as **Exhibit A** and made a part of this Agreement. The patio area is outlined in red. The Licensee is granted permission to erect or install a fence that encloses the patio area if required by New York State Liquor Authority rules and regulations.

Licensor grants Licensee the right to use, in common with others, areas of the city beach that are open to the public including the walks and parking areas. Licensee has inspected the Premises and accepts the same in the condition they are in as of the date of this agreement.

Licensor grants the Licensee the right to use Licensor-owned equipment, if any, listed in **Exhibit B** on the condition that such equipment is made available for use "as is" and any repairs to such equipment shall be made by the Licensee at its sole expense. The Licensee shall return the Premises and equipment in as good a condition as when received, less reasonable wear and tear, at the expiration of the license term.

2. Use of the Premises.

The Licensee shall use the Premises for the purposes and uses described in **Exhibit C**.

3. License Term.

This License shall commence on Memorial Day, May 27th, 2019 and terminate on October 1st, 2019. Licensor, at its sole discretion, shall have the option to renew this License for the 2020 beach season. In order to invoke this option, Licensee shall advise Licensor in writing within 30 days after October 1st, 2019 of their desire to renew the license. Any subsequent lease agreement will be negotiated in good faith between the parties.

Licensee shall have access to the Premises beginning on May 15th, 2019 to conduct preparations to open for the season. Licensee shall have access to the Premises until October 15th, 2019 to conduct preparations to close for the season.

4. Hours of Operation.

This license has been granted for the convenience of beach patrons and, therefore, the Licensee agrees to operate its business all days when the beach is open. Generally, the beach season runs from Memorial Day through Labor Day inclusive. Daily hours generally are: 9:00 a.m. to 8:00 p.m. but can fluctuate depending on weather. Licensee shall clearly post its hours of operation. On days when the beach is open, Licensee shall open its business no later than two hours after the opening of the beach and shall close its business no later than one half hour (30 minutes) before the closing of the beach. If, during the term of this license, Licensee chooses to operate its business on days when the beach is not open or on days when the beach opens late or closes early due to weather, Licensee shall open its business no earlier than 9:00 a.m. and shall close its business no later than 7:30 p.m.

On any day the Licensee chooses to operate its business when the beach is closed, Licensee shall use best efforts to ensure no patron enters Lake Champlain. If deemed necessary, the Licensor may require Licensee to provide, at Licensee's sole expense, security personnel when operating outside of the hours of operations established in the preceding paragraph.

5. License Fee.

Pending approval of all City and State permits, Licensee agrees to pay a license fee in the amount of \$1,000.00, payable in three (3) equal installments according to the following schedule:

\$333.34 on or before June 1st, 2019

\$333.33 on or before July 1st, 2019

\$333.33 on or before August 1st, 2019

Payments shall be made by check payable to **City of Plattsburgh** and should be forwarded to Matthew Miller, Director of Community Development at 41 City Hall Place, Plattsburgh, NY 12901. Any payment not made when due shall bear interest at the rate of 18% per annum until paid.

6. Security for Payment of License Fee.

Licensee shall pay a deposit of \$1,000.00 (hereinafter referred to as 'Deposit') to secure the performance of the Licensee's promises under this License. This Deposit shall be paid no later than 5 days after the Effective Date of this Agreement. Licensor may use as much of the Deposit as necessary to pay for damages resulting from Licensee's occupancy of the Premises and demand that the Licensee replace the amount of the Security Deposit used by the Licensor. Once Licensee concludes seasonal

operations, Licensor will inspect the Premises and if Licensee has complied with all terms of the agreement and returns the Premises to the Licensor in the same good condition as when Licensee began seasonal operations, Licensor will return the full amount of the Deposit to Licensee.

If the Licensor decides not to return the full amount of the Deposit to the Licensee after this inspection, Licensor will provide Licensee with a written notice including an itemized list as to why the full Deposit amount is not being returned and a check for any remaining Deposit owed to the Licensee after the allowed deductions have been made.

7. Insurance Requirements/Hold Harmless.

Before entering into possession of the Premises, Licensee shall provide an insurance certificate for the type and amount of insurance coverage set forth in **Exhibit D**. If the Licensee sells alcoholic beverages Dram Shop insurance is required. Insurance certificates shall name the Licensor as an additional insured and provide for 30-day notice of cancellation to the Licensor.

The Licensee shall indemnify and hold harmless Licensor and its representatives from and against all losses and all claims, demands, suits, actions, payments and judgments arising from bodily injury, personal injury, property damage or otherwise brought or recovered against Licensor or its representatives by reason of any act or omission to the Licensee, its agents, servants, or employees in the execution or guarding of the work, including any and all expense, legal or otherwise, incurred by Licensor or its representative in the defense of any claim or suit.

8. Licensee Improvements to Licensed Premises.

At its sole expense, Licensee may, but is not required to, make improvements, alterations or additions to the Premises. Before making such improvements, Licensee shall obtain a building permit, if required. Any alterations shall be of good workmanship and material and shall not reduce the size or strength of the then existing improvements or of any load bearing wall or structural support. Any improvements, alterations, additions or fixtures placed on the Premises, whether or not permanently affixed to the Premises, other than trade fixtures, shall become part of the Premises, shall belong to Licensor, and shall remain on and be surrendered with the Premises at the expiration or termination of this License. No improvements, alterations or additions to the Premises, other than trade fixtures, shall be removed without Licensor's prior written consent which shall not be unreasonably withheld. Licensee shall repair all damage caused by any removal of any fixtures or additions.

Should Licensee advise Licensor of their intention to renew this license in accordance with Section 3 of this Agreement, Licensee shall be permitted to store equipment and other materials inside the Premises until the following beach season. Licensee shall hold Licensor harmless for any damage to or theft of equipment and materials stored inside the Premises after the expiration of this license. Should Licensee fail to advise Licensor of their intention to renew this license in accordance with Section 3 of this Agreement, any property belonging to Licensee that is not removed from the Premises within 30 days of the termination or expiration of this license shall become the property of Licensor.

9. Utilities.

Licensee agrees to pay utilities associated with the Premises. Electric, water, and sewer charges will apply as well as all charges for any additional services or other utilities used on the Premises.

10. Refuse and Trash.

Licensee shall keep the licensed Premises and an area within 10 feet of the perimeter of the licensed Premises free of all trash and debris. Licensee shall provide clean, covered trash receptacles with disposable liners for use by its customers, which receptacles shall be emptied not less than once a day. Licensee shall be responsible for the cost of removing all trash from the premises. Use of Licensor-owned trash receptacles or dumpsters shall be permitted. Should the Licensee fail to maintain the Premises in a neat and clean condition or to remove trash as frequently as agreed, Licensor may provide such services and bill the Licensee for the reasonable cost of such services which sum the Licensee agrees to pay within three (3) days of receipt of such a bill.

11. Personal Property.

Licensor shall have no liability whatsoever for the loss, damage or destruction of the Licensee's personal property, regardless of the cause.

12. Identification of Licensee's Employees.

Licensee shall provide a current list of the names and addresses of all employees and designate an onsite manager. Employees shall present photo identification upon request. All employees of Licensee shall be required to wear clothing displaying Licensor's logo to indicate they are employed by the Licensee and not by the Licensor.

13. Access to Premises.

The Licensee, his/her employees, contractors and suppliers may enter the Premises when the beach is open to the public and other times with the approval of the Licensor's Community Development Office or the Licensor's Beach Manager.

14. Use of Sound Making Devices.

Licensee shall be permitted to use sound amplifying devices to attract customers to its business provided the sound volume is kept to a reasonable level. Licensee agrees to reduce the volume of any such devices at the request of Licensor's staff.

15. Equal Employment Opportunity.

Licensee shall comply with all state and federal regulations regarding non-discrimination in employment and service of customers.

16. Default/Damages.

If the Licensee breaches this Agreement, Licensor will give the Licensee notice of the breach and a reasonable opportunity to cure the breach. If more than two (2) such notices are given, whether or not the breach is cured, Licensor may terminate this license upon ten (10) calendar days' notice to Licensee. If, at the time a notice of termination is given by Licensor to Licensee, the full license fee of \$1,000.00 has not been paid, Licensor will use the Deposit to pay the unpaid portion of the license fee. If, at that time, the Deposit is not large enough, due to prior deductions as described in Section 6 of this license, to pay the unpaid portion of the license fee, the Licensee will be liable for the balance of the license fee.

If Licensor initiates any legal action or proceeding to regain possession of the Premises or collect any amount due Licensor, in addition to any sums due Licensor, the Licensee shall be liable for the payment of Licensor's reasonable attorney's fees as determined by the court upon entry of final judgment.

17. Miscellaneous:

- A. In the event the Premises shall be damaged by fire or any other cause Licensor may elect not to repair or rebuild in which case this license will terminate and, if the cause of the fire or damage was not the negligent or intentional acts or omissions of the Licensee, Licensor will refund a pro rata share of any license fee that was paid in advance.
- B. The Licensee shall ensure its operations conform to all ordinances and statutes of the City of Plattsburgh, the County of Clinton, the State of New York, and the United States Government.
- C. WAIVER OF JURY TRIAL. The Licensor and Licensee agree that any claim or dispute arising under this agreement shall be tried before a judge without a jury and each waives its right to trial by jury.
- D. If any provision of this License is held invalid or unenforceable, the holding shall affect only the provision in question and that provision in other circumstances, and all other provisions of this License, shall remain in full force and effect.
- E. The rule that the terms of an agreement are strictly construed against the drafting party shall have no application to the construction or interpretation of this License.
- F. This agreement is the parties' entire agreement and shall not be amended except in writing signed by both parties.
- G. If alcoholic beverages are intended to be served at the licensed premises, the applicant must provide a valid liquor license from the State of New York. Further, all alcohol must be consumed on the premises (i.e. within a cordoned off-area adjacent to the facility as approved by the Director of Community Development). Vendor shall comply with their liquor license at all times.

18. Special Events.

From time to time during the term of this Agreement, Licensor may license the beach grounds to persons who wish to hold festivals, concerts and other events where a charge is imposed for

admission. These events are hereinafter referred to as "Special Events." Licensor reserves the right to grant to the Special Event promoter the right to sell all manner of food, beverages and Special Event souvenirs. This License DOES NOT grant the Licensee an exclusive right to sell such items during Special Events. The Licensee shall have the right to conduct its business on the licensed premises during such Special Events without admission charges to the Licensee and its registered employees. The Licensee understands Licensor may permit the Special Events promoter to erect tents, place temporary toilets, park delivery vehicles, and install temporary fencing to restrict access and traffic flow in such places as Licensor at its sole discretion deems appropriate. Licensor will take reasonable measures to assure the Licensee's premises will remain visible and accessible to beach customers. However, the Licensee understands that the presence of Special Event facilities may alter traffic patterns and visibility.

IN WITNESS WHEREOF, This Agreement has been made as of the day and year first written above.

LICENSOR (CITY OF PLATTSBURGH)

Signature: _____

Name: _____

Title: _____

Date: _____

LICENSEE (POLISH CORNER INC.)

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Map of Premises

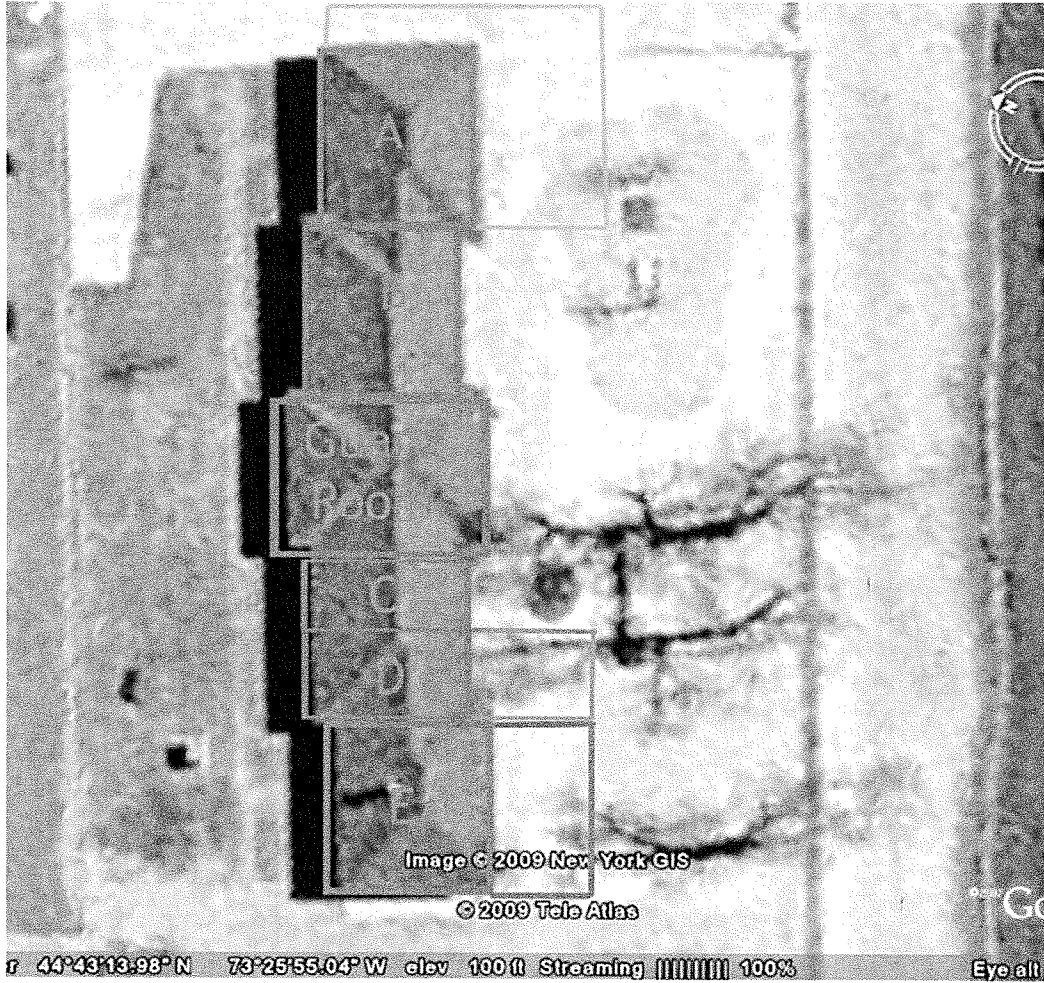


EXHIBIT B

City Owned Equipment (List): None

EXHIBIT C

Purposes and Uses for Licensed Space

Licensee is permitted to serve food and beverage items including, but not limited to, coffees, kielbasa, pierogi, goulash, soups, mac./cheese, grilled cheese, sandwiches, hot dogs, pizza, desserts, non-alcoholic beverages and ice cream products.

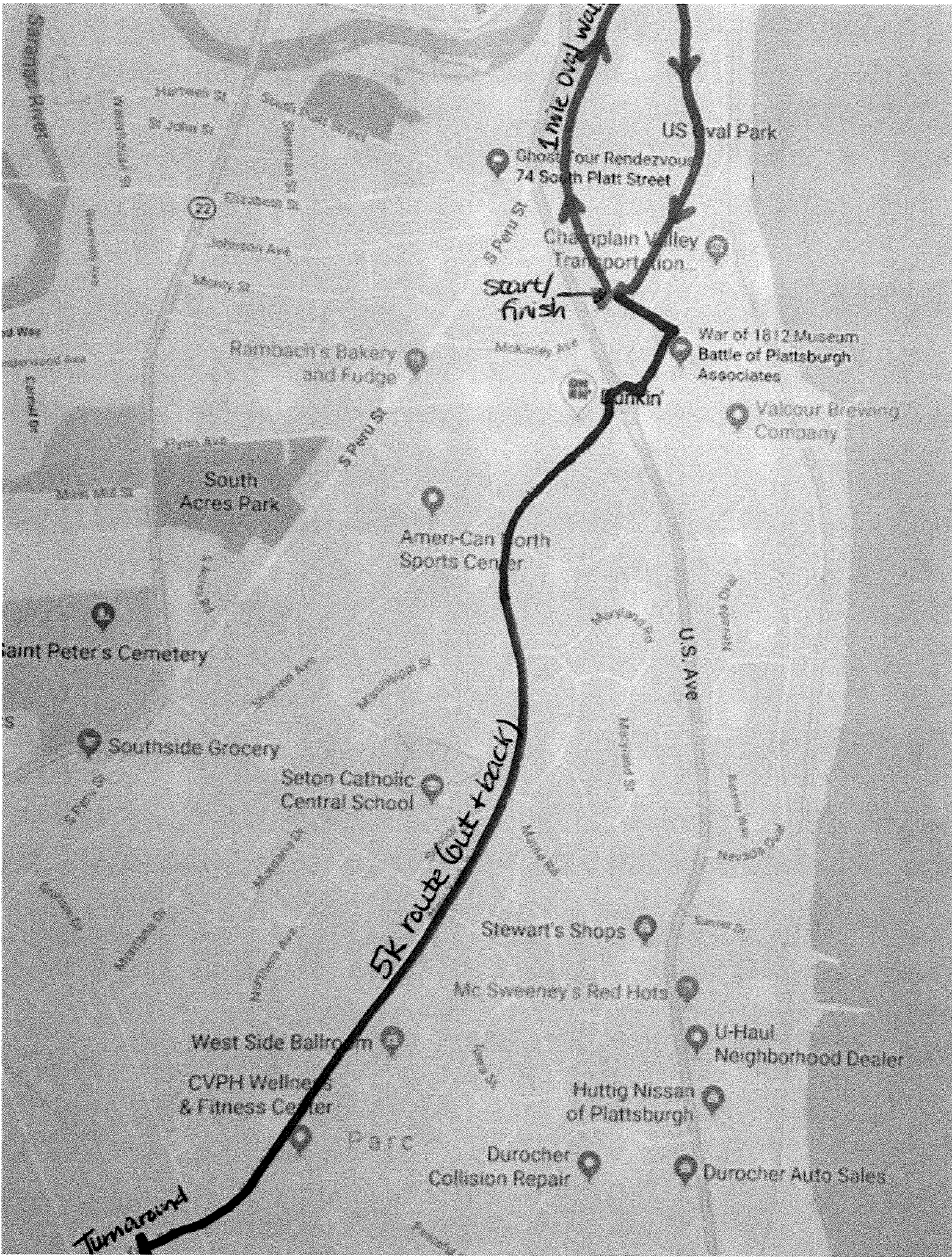
EXHIBIT D

CITY OF PLATTSBURGH GUIDELINES FOR INSURANCE REQUIREMENTS USE OF CITY FACILITIES

1. General Statement of Policy

- If you wish to use city property for an event, permission is required.
- Insurance is required unless expressly not required, or waived.
- Regardless of the activity or location, insurance is always required for:
 - Events held by profit making entities
 - Non-profit activities where an admission fee is charged
 - The use of a city street
 - Use of athletic facilities by organized teams or leagues
 - If alcoholic beverages are served during the event.
- **In most cases the applicable insurance requirement is General Liability Insurance for Premises-Operations Contractual BI/PD, \$1 million CSL, \$2 million aggregate. Policies must be in comprehensive form and the City of Plattsburgh must be named as an additional insured.**
- In some cases, other types of insurance may be required, such as Automobile Liability, Worker's Compensation, NYS Disability and Liquor Liability.
- If alcoholic beverages are served on City property, Liquor Liability insurance is required i.e. Premises-Operations BI/PD \$1million CSL. The person selling or serving the beverages must have an off premises license from the NYS Liquor Authority and proof of worker's compensation and disability insurance for his employees.
- Where insurance is required, if the persons or group organizing and conducting the event does not have insurance, the event may be sponsored by another person or organization who provides insurance coverage for the specific event.
- Use fees may apply.
- Other charges or restrictions on the use of City property may apply.

The intent of these Guidelines is to provide information to the public and guidance to City officers and Employees on the use of City property.



1 mile Oval Way

Start/finish

5K route (out + back)

Turnaround

US Oval Park

Ghost Tour Rendezvous
74 South Platt Street

Champlain Valley
Transportation...

Rambach's Bakery
and Fudge

War of 1812 Museum
Battle of Plattsburgh
Associates

Dunkin'

Valcour Brewing
Company

South
Acres Park

Ameri-Can North
Sports Center

Saint Peter's Cemetery

Southside Grocery

Seton Catholic
Central School

Stewart's Shops

Mc Sweeney's Red Hots

West Side Ballroom

U-Haul
Neighborhood Dealer

CVPH Wellness
& Fitness Center

Huttig Nissan
of Plattsburgh

Parc

Durocher
Collision Repair

Durocher Auto Sales