



Plattsburgh, New York

Scott Lawliss
Fire Chief

Plattsburgh Fire Department
65 Cornelia Street
Plattsburgh, NY 12901
Tel: 518-536-7542
Fax: 518-561-8236
<http://www.plattsburgh-ny.gov>

MEMO

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

FROM: Fire Chief, Scott Lawliss

DATE: April 9, 2019

RE: Fire and Ambulance Responses

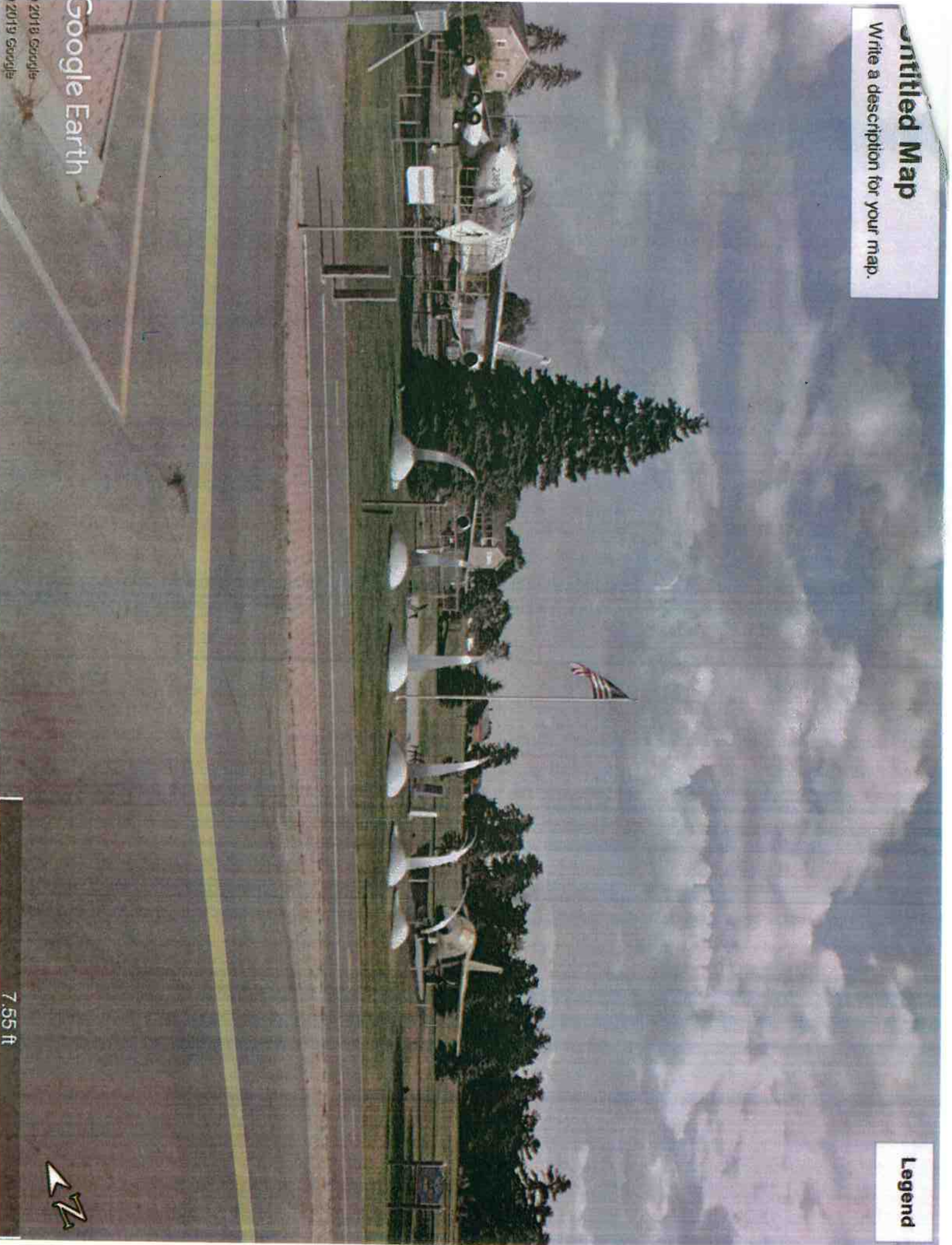
For this week's period: Tuesday, April 2, 2019 to Monday, April 8, 2019
our Department has responded to the following:

Fire Calls	<u>19</u>
	1 excessive heat/scorch burns with hazardous mitigation
	9 alarm activation with investigation
	3 MVA with patient care and hazardous mitigation
	1 hazardous condition with investigation
	5 EMS assist initiated patient care
Ambulance Calls	58
Mutual Aid by CVPH	11

Untitled Map

Write a description for your map.

Legend



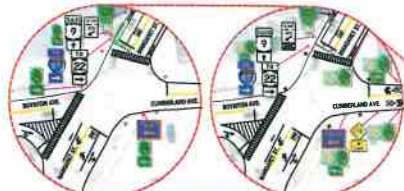
Google Earth

© 2018 Google
© 2019 Google

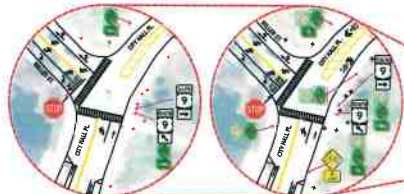
7.55 ft



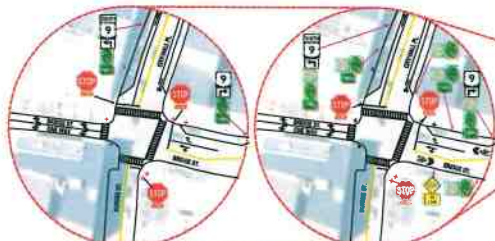
EMPIRE STATE TRAIL LAYOUT WITHIN THE CITY OF PLATTSBURGH



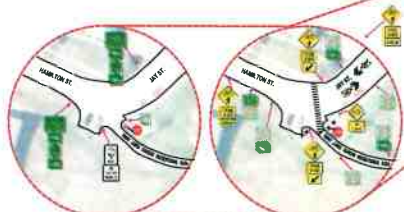
EXISTING **PROPOSED**
CUMBERLAND AVE. - MARGARET ST.



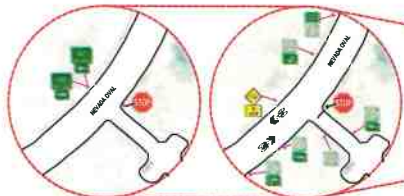
EXISTING **PROPOSED**
CITY HALL PL. - MILLER ST.



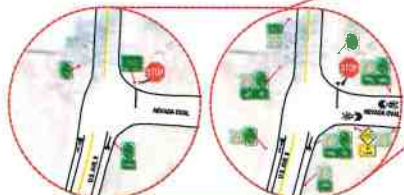
EXISTING **PROPOSED**
BRIDGE ST. - CITY HALL PL.



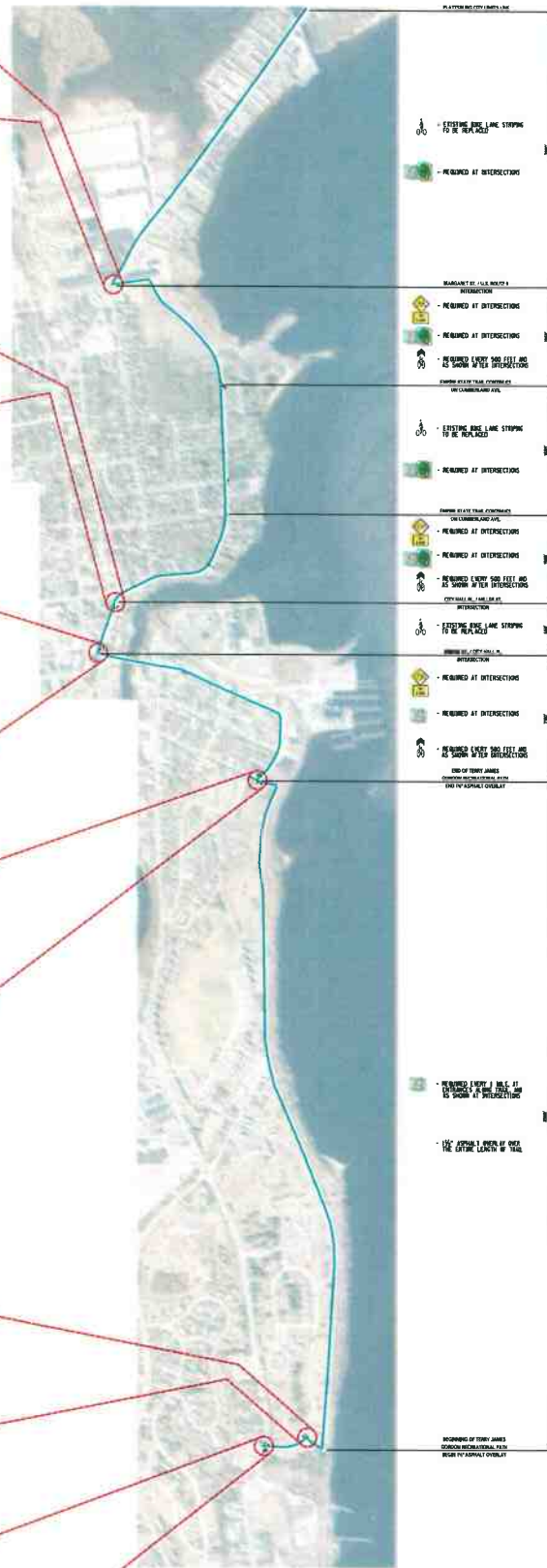
EXISTING **PROPOSED**
TJG REC. PATH - JAY ST.



EXISTING **PROPOSED**
NEVADA OVAL - TJG REC. PATH



EXISTING **PROPOSED**
U.S. ROUTE 9 - NEVADA OVAL



GENERAL NOTES

1. ALL NEW AND RELOCATED SIGNS SHALL BE INSTALLED ON NEW POSTS AS NECESSARY, (TYPICAL),
2. NEW PAVEMENT MARKINGS TO BE LOCATED AS NOTED.
3. EXISTING BIKE LANE STRIPING TO BE LEFT IN PLACE.
4. ALL INTERSECTIONS SHOWN ARE FOR VISUAL AID ONLY. SIGN PLACEMENTS AND CONFIGURATIONS ARE TO BE DETERMINED BASED ON FIELD CONDITIONS.



EMPIRE STATE TRAIL WORK AGREEMENT

Between

The Office of Parks, Recreation, and Historic Preservation,

The New York State Department of Transportation

and City of Plattsburgh, New York

This Agreement made by and between the New York State Office of Parks, Recreation, and Historic Preservation, hereinafter referred to as "OPRHP," the New York State Department of Transportation, hereinafter referred to as "NYSDOT" (OPRHP and NYSDOT are hereinafter collectively referred to as "State"), and the City of Plattsburgh, New York hereinafter referred to as "Municipality."

WHEREAS, pursuant to Section 3.09 of the Parks, Recreation, and Historic Preservation Law and Section 22 of the Highway Law, the State and the Municipality wish to enter into this Agreement for the construction, ownership, and maintenance of the Empire State Trail ("Trail") work on the Municipality's property; and

WHEREAS, the Municipality and the State acknowledge the benefits of the Trail in facilitating walking and bicycling by residents and tourists along the Trail route, including utilizing local roads that have lower traffic speeds and volumes, where possible; and

WHEREAS, the Municipality by Resolution No. _____ has approved the below-described work at the below-described location; and

WHEREAS, the State and Municipality wish to identify the respective responsibilities of each with regard to the ownership, repair and maintenance of the below-described Trail work;

NOW, THEREFORE, in consideration of the mutual promises and benefits moving to the State and Municipality, it is agreed as follows:

;

1. The Trail work shall be performed at the following location(s):

The trail work will start near the Southern municipal line of the City of Plattsburgh, New York, at the intersection of State Route 9 and Nevada Oval and will continue east on Nevada Oval to the trail head of Terry Gordon Recreational Trail. The trail will then proceed north on the Terry Gordon Recreational Trail to it's terminus at Jay Street. The trail will continue north along Jay Street and Bridge Street to the intersection of Bridge Street and City Hall Place/NY State Route 9. The trail will then turn north onto City Hall Place and continue along City Hall Place and Cumberland Ave. The trail will follow Cumberland Ave to the intersection of Cumberland Ave and State Route 9. The trail will then turn north onto State Route 9 and continue north to the northern municipal boundary of the City of Plattsburgh;

- a. Property acquisitions to be owned by the Municipality (if applicable):

- i. There are no property acquisitions with this trail;

2. The Trail work shall consist of the following task(s):

The work will include the placement of new Signs and stripping, upgrading existing signs and stripping to meet current standards along the designated Empire State Trail within the Municipalities limits, and overlay (repaving) the Terry Gordon Recreational Trail with an application of tack coat and 1.5 inches of new asphalt wearing surface.;

3. The State through its employees or contractors will perform all the Trail work as described above at its own expense; and
4. The Municipality agrees to own all Trail work improvements performed by the State as described above, and further agrees to repair and maintain those improvements for a period of ten years from the acceptance date set forth in paragraph 10; and
5. The Municipality will permit the State's employees or contractors to enter onto its property for the purpose of performing the above-described Trail work; and
6. If NYSDOT procures a contractor(s) on behalf of the State to perform the work required for the Empire State Trail initiative, all NYSDOT contractor(s) shall secure and maintain insurance and/or bonds in accordance with the terms of NYSDOT's Standard Specifications included in every awarded contract, a copy of which will be provided to the Municipality. Additionally, NYSDOT will require that the Municipality be a named insured on the certificate(s) of insurance required to be provided by the contractor prior to the commencement of construction; and
7. Upon completion of the Trail work, the Municipality shall be notified in writing and will have an opportunity to inspect the work performed; and
8. After inspecting the Trail work, the Municipality agrees to accept ownership of the Trail work as described above and will be responsible for repair and maintenance of the above-described Trail work improvements at the Municipality's expense; and
9. The Municipality agrees to inspect and furnish written acceptance of the Trail work within 15 days of receiving notification from the State or its contractor that the Trail work improvements have been completed; and

10. Upon receipt of the Municipality's written acceptance of the Trail work improvements, or 15 days after the Municipality's receipt of the notification specified in paragraph 9 above, all responsibility for the Trail work improvements as set forth herein shall become the responsibility of the Municipality; and

11. The State shall have no ownership interest and no repair or maintenance responsibility for the Trail work improvements or the portion of the Trail covered by this Agreement.

12. This Agreement shall incorporate the following documents:

- Agreement Form - this document titled "Empire State Trail Work";
- Appendix "A" - New York State Required Contract Provisions;
- Appendix "A-1"- Supplemental Title VI Provisions (Civil Rights Act);

13. The term of this Agreement shall be from _____ to _____.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date hereinabove set forth:

MUNICIPALITY/SPONSOR:

By: _____

Print Name: _____

Title: _____

Date: _____

MUNICIPAL ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss:
COUNTY OF _____)

On the ____ day of _____, 201__ before me, the undersigned, a Notary Public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

APPROVED FOR OPRHP:

By: _____
Robert Hiltbrand

Title: Executive Deputy Commissioner

Date: _____

APPROVED FOR NYSDOT:

By: _____
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

Date: _____

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

By: _____
Assistant Attorney General

Date: _____

COMPTROLLER APPROVAL: FOR NYSDOT:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

Date: _____

Carlin, Beth

From: Donoghue, Kelly <Kelly.Donoghue@clintoncountygov.com>
Sent: Monday, April 8, 2019 4:55 PM
To: Carlin, Beth
Cc: Major, Miranda
Subject: Request of Private Road Names for The Commons at Plattsburgh Bay development - Lennox Way and Edison Way

Beth, I have received an email to confirm the road names that Mr. Rob Boire would like to use as Private Road names for his new development, The Commons at Plattsburgh Bay. I have reviewed the road names and can allow the names to be used. Therefore, I am asking, as you have assisted me in the past, to present this request to the Mayor to take Mr. Boire's request to the Council Members to approve the road names for 9-1-1 purpose only. This request for naming a private road name maybe a first for the Mayor and Councilors, in which the Clinton County Office of Emergency Services, the 911 Office, is asking for an official Resolution be made to accept the Private Road Names officially for 911 purposes only. The owner of the property, as you can see from the notation of his request, is aware he is responsible for the road signage and maintenance of the road signs if they are damaged or loss. He is also aware the City has no responsibility for the roads that the road names are necessary for 9-1-1 purpose only due to the need for identifying the development access roads and each unit will be separately owned, thus needing to name the roads as private right-of-ways. The road names with the spelling follow: Lennox Way (Creek roadway side-existing building - North side of property) and Edison Way (closest to the business Eyecare of the Adirondacks - South side of property).

The process of naming roads is cumbersome due to the need for review from the Clinton County Office of Emergency Services, the 911 Office, to make sure there are no sound like, similar names for other roads within City boundaries and surrounding jurisdictions to prevent delay in Emergency Response. This is why the approval process of the names starts with this office and ends with moving forward the request to the local jurisdiction for official acceptance of the road names to put it in record as an official private right-of-way.

Your assistance with this matter is appreciated.

-----Original Message-----

From: Rob Boire [mailto:robboire@hotmail.com]
Sent: Monday, April 08, 2019 4:20 PM
To: Donoghue, Kelly
Subject: Request of Private Road Names for The Commons at Plattsburgh Bay development.

Hi Kelly,

Here are the road names we have selected for our two private drives for The Commons at Plattsburgh Bay. Please respond at your earliest convenience to confirm these are acceptable. We understand since these are private drives we will be responsible for the expense of installing the appropriate signage at each entryway.

Lennox Way - (Creek roadway side-existing building). Please notice we added another "n".

Edison Way - (Eyecare of the Adirondacks roadway side)

Rob J. Boire

President
TRB Building & Design Corp.
(518) 572-4601

Managing Member
TRB Development, LLC
(518) 572-4601

Alekas

NOW, THEREFORE, the undersigned agrees to release, indemnify, defend and hold harmless the City of Plattsburgh, its officers, employees and agents against any and all loss, liability, damage, claims, costs, attorney's fees, and expenses which it may hereafter incur as a result of the undersigned's operation of the sidewalk cafe. The undersigned shall at his or her own expense, appear, defend, and pay all attorney's fees, and all costs and other expenses arising therefrom or incurred in connection with the undersigned's operation of the sidewalk cafe. If any judgments shall be rendered against the City in any such action, the undersigned shall satisfy and discharge the same excluding only such claims, demands or losses, which result from the sole negligence of the City of Plattsburgh or its officers, agents or employees.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE AND HOLD HARMLESS AGREEMENT, AND A CONTRACT BETWEEN THE CITY OF PLATTSBURGH AND ME, AND I SIGN IT OF MY FREE WILL.

Signed at PLATTSBURGH NY this 7TH day of April, 2019.
(city, state)



Signature

PETER KRITZIOTIS

Name (Please Print)

OWNER/OPERATOR

Title

Address

103 MARGARET ST
PLATTSBURGH NY 12901

City, State, Zip

Email addresses

aleka0331@gmail.com

Phone number

518-578-5363

Application#
4173

ALEKA'S
RESTAURANT

2 parking
Spaces

- (p) The permittee must not serve no alcoholic beverages on or at any sidewalk cafe after 12:00 a.m. or before 8:00 a.m. All service of any kind whatsoever shall cease at 12:00 a.m. and not begin until 8:00 a.m.
- (q) The permittee must remove all sidewalk cafe structures by October 31 and not install prior to April 1 in any year for which a permit is granted.
- (r) At the termination of the permit, return the sidewalk café area to the City in as good condition as at the commencement of the term hereof, usual wear and tear, acts of God, or unavoidable accidents excepted.
- (s) All applicants must prominently display their Sidewalk Café Permit and the approval plan in the window or doors that look onto the street during all hours of operation, so that inspectors, the public, and the local community will all be aware of the correct operating conditions.
- (t) Comply with all other provisions of the Code of the City of Plattsburgh, state and federal regulations, including the Americans with Disabilities Act.

I acknowledge that I have read the relevant sections of Article VI of Chapter 233 of the City Code of the City of Plattsburgh regarding the regulation of sidewalk cafes and agree to abide by all requirements set forth above, and within the Code.


 Applicant Signature

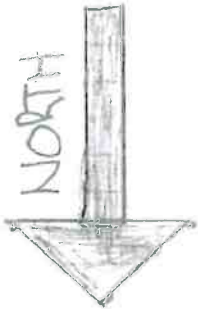
April 7 19
 Date

A. Applicable Fees:

Sidewalk Café Permit Application Fee (submit with Application): ✓ \$ 15.00 pd. 4/9/19 umb
 Table(s) fee: \$ 20.00/table
 Parking Space Use Fee: \$ 300/space

Attachments: Table of Sidewalk Dimensions
 Definitions

CLINTON STREET



ALEKA'S
103 MARGARET ST.
PLATTSBURGH, NY 12801

JERSEY BARRIERS

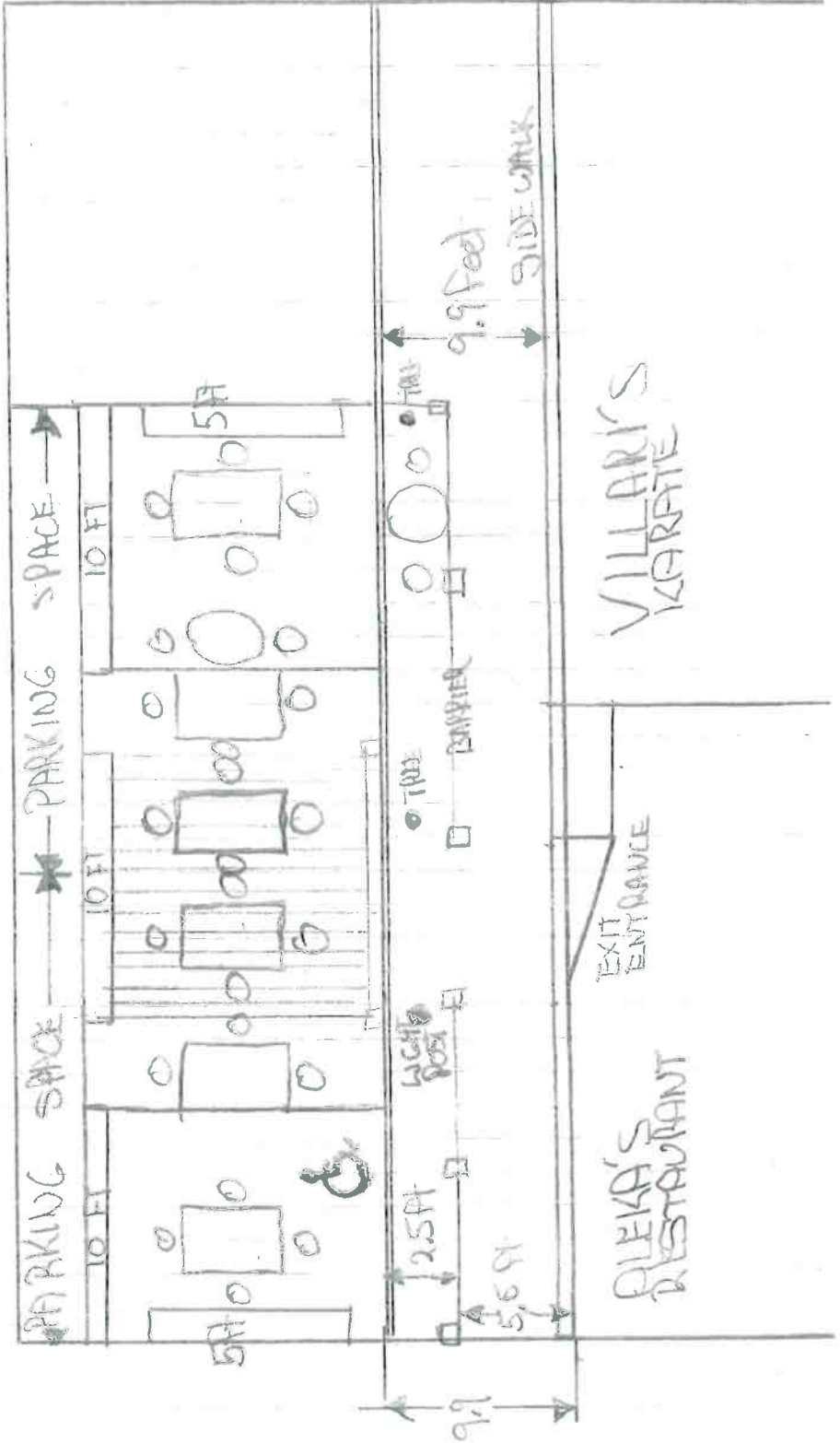
TABLE
28 x 28

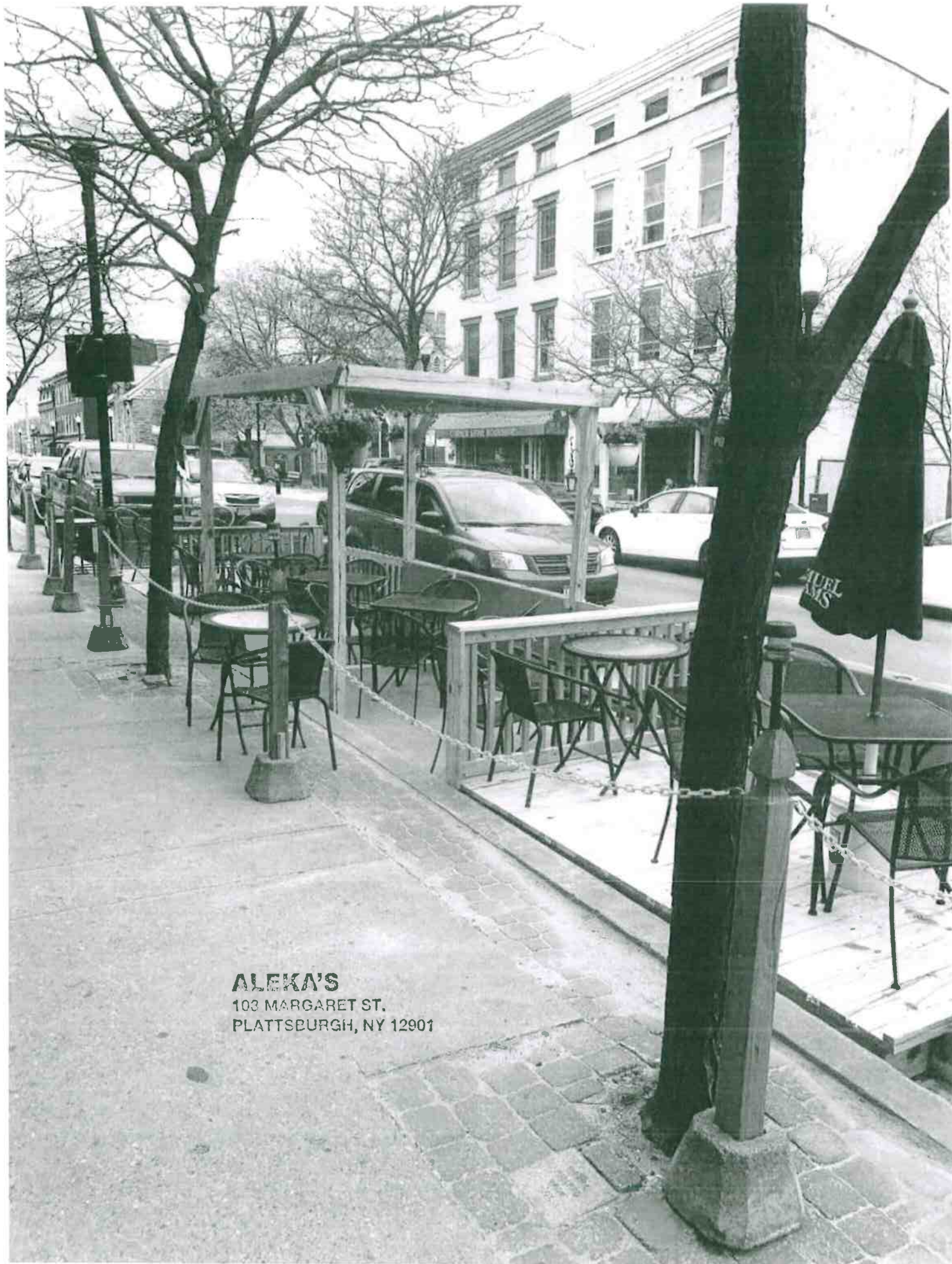
TABLE
24 IN ROUND

CHAIRS

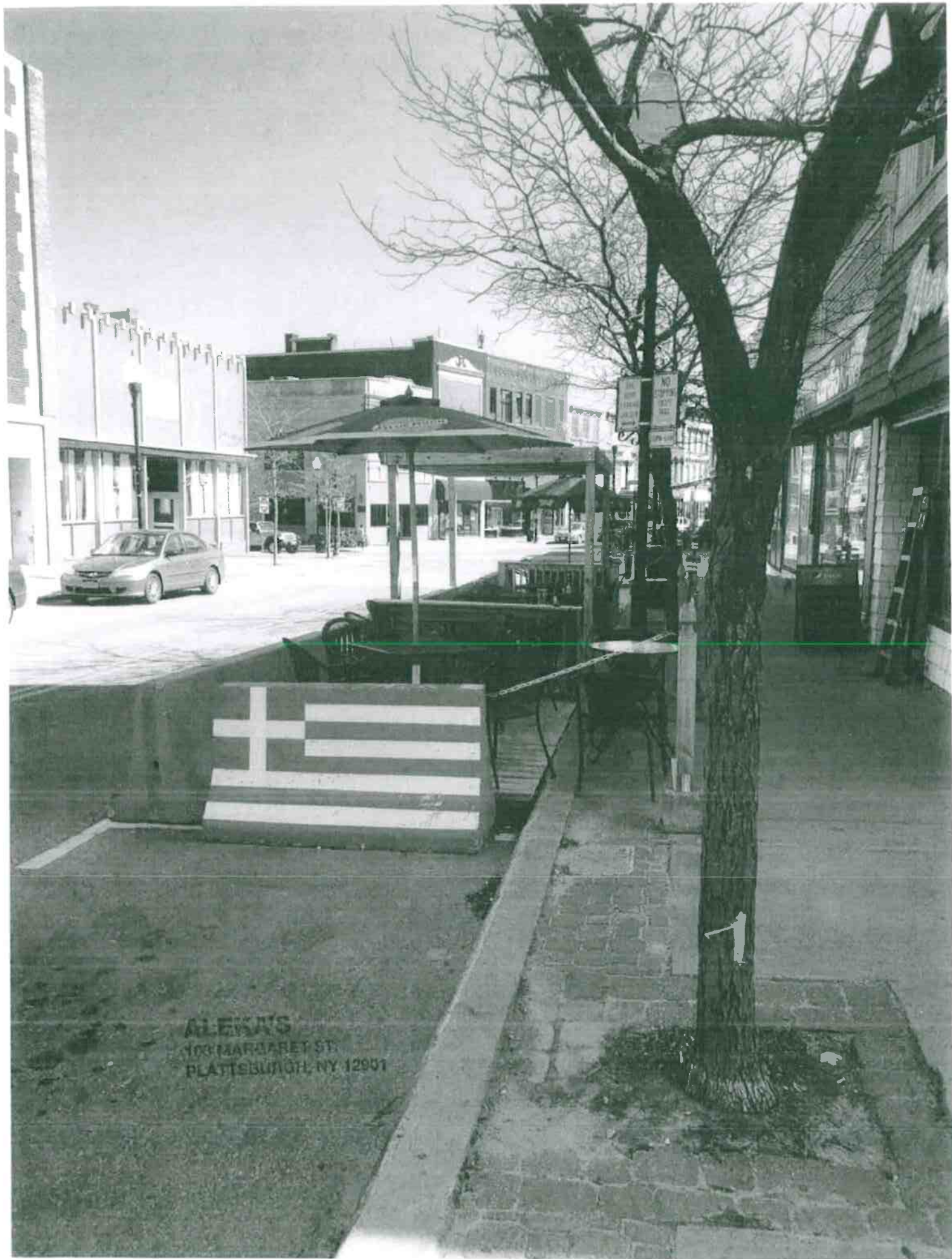


MARGARET STREET





ALEKA'S
103 MARGARET ST.
PLATTSBURGH, NY 12901

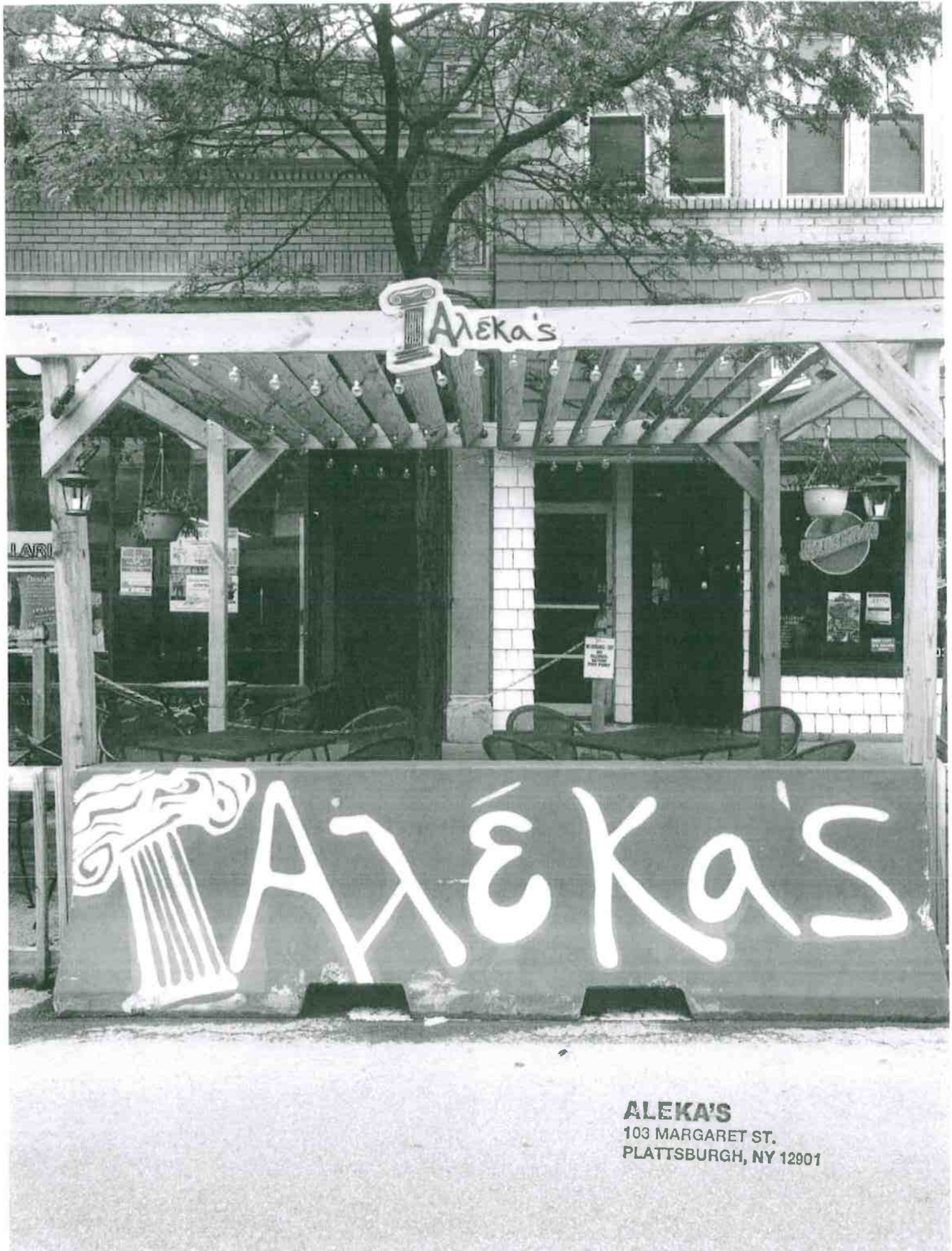


ALEX'S
100 MARGARET ST.
PLATTSBURGH, NY 12901



ALENA'S
108 MARGARET ST.
PLATTSBURGH, NY 12001

BRIDGE
MIDLAND
BROOK
1988



ALEKA'S
103 MARGARET ST.
PLATTSBURGH, NY 12901



Member Companies: Erie Insurance Company • Erie Insurance Company of New York
 Erie Insurance Property & Casualty Company • Flagship City Insurance Company
 120 Corporate Village • Suite 150 • Rochester, New York 14623 • Mail Address: P.O. Box 2890 • Rochester, NY 14602-2890
 585.214.5800 • Toll Free: 1.800.333.0823 • Fax: 585.214.5800 • www.erieins.com

DATE ISSUED (MM/DD/YY)
 4/1/19

CERTIFICATE OF INSURANCE

— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY —

NAME AND ADDRESS OF AGENCY: RIVERSIDE INSURANCE AGENCY 9665 STATE ROUTE 9 CHAZY, NY 12921-2903 (518)846-7873	AGENT'S NO. NN1263	COMPANIES AFFORDING COVERAGE Co.: C. ERIE INSURANCE COMPANY Co.: D. ERIE INSURANCE PROPERTY & CASUALTY COMPANY Co.: F. ERIE INSURANCE COMPANY OF NEW YORK Co.: G. FLAGSHIP CITY INSURANCE COMPANY This certificate is issued for information purposes only and confers no rights on the certificate holder. It does not affirmatively or negatively amend, extend, or otherwise alter the terms, exclusions and conditions of insurance coverage contained in the policy(ies) indicated below. The terms and conditions of the policy(ies) govern the insurance coverage as applied to any given situation. Limits shown may have been reduced by claims paid. This certificate of insurance does not constitute a contract between the Issuing Insurer(s), authorized representative or producer and the certificate holder.
NAME AND ADDRESS OF NAMED INSURED: Aleka's Restaurant LLC 103 Margaret St Plattsburgh, NY 12901		

This is to certify that policies, as indicated by the Policy Number below, are in force for the Named Insured at the time that the Certificate is being issued.

CO. ASS. TO BE CARRIED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Q97 1962882	10/30/18	10/30/19	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any One Fire) \$ 1,000,000 MED EXP (Any One Person) \$ 5,000 PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000
<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> "ANY AUTO" (OWNED, HIRED, NON-OWNED) <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> GARAGE				BODILY INJURY (EACH PERSON) \$ BODILY INJURY (EACH ACCIDENT) \$ PROPERTY DAMAGE \$ BODILY INJURY AND PROPERTY DAMAGE COMBINED \$
<input type="checkbox"/>	EXCESS LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
<input type="checkbox"/>	WORKERS COMPENSATION & EMPLOYERS LIABILITY	Q94 8000285	10/30/18	10/30/19	STATUTORY BODILY INJURY BY ACCIDENT \$ 100,000 EACH ACCIDENT DISEASE \$ 500,000 POLICY LIMIT DISEASE \$ 100,000 EACH EMPLOYEE
<input type="checkbox"/>	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

NAME AND ADDRESS OF CERTIFICATE HOLDER City of Plattsburgh 41 City Hall Pl Plattsburgh, NY 12901	AUTHORIZED REPRESENTATIVE
--	-----------------------------------

BOND IN SUPPORT OF APPLICATION FOR LICENSE OR PERMIT
UNDER THE NEW YORK ALCOHOLIC BEVERAGE CONTROL LAW

Application Number	Bond Number Q94 8060084	This bond expires in 2019	Penal Sum of Bond \$ 1,000.00 Plus Costs
--------------------	----------------------------	------------------------------	--

KNOW ALL MEN BY THESE PRESENTS, that we

Name of Applicant ALEKA'S RESTAURANT LLC	Address of Place of Business of 103 MARGARET ST. PLATTSBURGH NY 12901-4555
--	--

In the county of CLINTON	State of NY	as Principal, and
Name of Insurance Company Erie Insurance Company	Address of Office or usual place of business 100 Erie Insurance Place Erie PA 16530	

a surety company approved by the Superintendent of Insurance of New York State as to solvency and responsibility and authorized to transact business in New York State, as surety, are held and firmly bound unto the People of the State of New York in the penal sum set forth above and for the payment of any costs taxed or allowed in any action or proceeding to the extent of **\$1,000.00** for the payment of which sum or sums, well and truly to be made, we, the said principal and surety, bind ourselves, successors, and assigns, respectively, jointly and severally, firmly by these presents.

WHEREAS, the above bounden principal is making application to the New York State Liquor Authority, for a license or permit under the Alcoholic Beverage Control Law and the said State Liquor Authority, by Part 81 of Subtitle B of Title 9 of the Official Compilation of the Codes, Rules and Regulations of the State of New York (Rule 9 of the Rules of the Authority), having required the principal to file with it a bond to the People of the State of New York, as provided in said Law, aforesaid.

NOW, THEREFORE, the conditions of this obligation are such that if the said license or permit applied for, which expires on the date designated in said license or permit, is granted to the said principal and the principal will not, during the license or permit period, suffer or permit any violation of the provisions of the Alcoholic Beverage Control Law, or of any of the rules now or hereafter issued by said State Liquor Authority, or for cause, as provided in the Alcoholic Beverage Control Law or Part 53 of Subtitle B of Title 9 of the Official Compilation of the Codes, Rules and Regulations of the State of New York (Rule 36 of the Rules of the State Liquor Authority), for the cancellation, revocation or suspension of said license or permit or the issuance of an order or warning, and will pay all fines and penalties which shall accrue thereunder, together with all costs taxed or allowed in any action or proceeding brought or instituted for a violation of any of the provisions of said Alcoholic Beverage Control Law, or of any of the rules now or hereafter issued by said State Liquor Authority, or for cause for the cancellation, revocation or suspension or issuance of order or warning as provided in the Alcoholic Beverage Control Law or Rules of the Authority, or costs taxed or allowed in any review pursuant to Section 121 of the Alcoholic Beverage Control Law; then this obligation shall be void; otherwise to remain in full force and effect; subject, however, to the following conditions:

1. An action for the breach of any condition of this bond may be maintained without previous conviction or prosecution for the violation of any provision of said Alcoholic Beverage Control Law, or of any of the rules now or hereafter issued by the State Liquor Authority, or for cause as provided by the Alcoholic Beverage Control Law or Part 53 of Subtitle B of Title 9 of the Official Compilation of the Codes, Rules and Regulations of the State of New York (Rule 36 of the Rules of the Authority).
2. The aggregate liability of the surety on account of any defaults hereunder shall in no event exceed the penal sum of this bond plus costs taxed or allowed in any action or proceeding to the extent of **\$1,000.00**.
3. Upon the payment of any loss arising under this bond, the surety shall be subrogated to the rights and remedies of the obligee against the principal to recover from the principal any amount so paid.
4. Any action brought for the penal sum of this bond shall be commenced within twenty-four months after the expiration of the license or permit period aforesaid, or for costs within one year after final disposition of any action or proceeding. In the event of the institution of any action or proceeding to review the Authority's determination, the period of 24 months shall not commence until the final determination of the proceeding or litigation.
5. This bond shall be effective during the time the aforesaid license or permit shall be in effect and during any extension thereof.
6. A breach of any condition of this bond shall be deemed to have been established by the revocation, cancellation or suspension of the aforesaid license or permit or the issuance of an order of warning by the State Liquor Authority unless said revocation, cancellation, suspension or order of warning shall have been reversed or annulled by a Court of competent jurisdiction.
7. In any action or proceeding to recover on this bond, the principal and the company named herein as Surety waive any defense based upon any defect in the bond, including, but not limited to, an erroneous, improper or defective insertion or omission to insert or apparent alteration of the expiration year and or amount of the penal sum of the bond and further waive any objection that the bond bears a printed, typewritten or facsimile signature. Any bond filed with the State Liquor Authority shall be admissible in evidence in any court on application of the State Liquor Authority or People of the State of New York without the further proof of due execution thereof by or on behalf of the principal and surety and shall be conclusively presumed to have been duly executed by and on behalf of the principal and surety. Any bond filed with the State Liquor Authority and bearing the printed or facsimile name of the surety or the typewritten or facsimile signature of its representative shall be conclusively presumed to be the duly issued bond of the surety company and binding on it, its successors and assigns for the amount specified in Part 81 of Subtitle B of Title 9 of the Official Compilation of Codes, Rules and Regulations of the State of New York (Rule 9 of the Rules of the State Liquor Authority).

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed and sealed this 8TH day of JANUARY 2019

Name of issuing agency **RIVERSIDE INSURANCE AGENCY**

Address PO BOX 537, CHAZY, NY 12921-0637

Phone # _____

ALEKA'S RESTAURANT LLC
Principal (Applicant Licensee)

I.S.

Erie Insurance Company
Surety

BY: _____

BY: _____


DARLENE KUJAWA, Attorney in Law

L.S.



LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That ERIE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Erie, Pennsylvania, does hereby make, constitute and appoint Marc Cipriani, Senior Vice President; Leo Heintz, Vice President; Edward A. Mazzeo; Katherine D. Pawlak; and Darlene Kujawa, its true and lawful Attorney(s)-in-Fact, in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, any and all bonds which are or may be allowed, required or permitted by law, statute, rule regulation, contract or otherwise, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed FIVE MILLION DOLLARS (\$5,000,000) and that the execution of such instrument shall be binding upon ERIE INSURANCE COMPANY.

This Power of Attorney is signed and sealed by facsimiles under and by the authority of the following Resolution adopted by the Board of Directors of ERIE INSURANCE COMPANY at a meeting duly called and held on the 2nd day of September, 2016, and said resolution has not been amended or repealed:

RESOLVED, that the signature of Timothy G. NeCastro, as Chief Executive Officer of the Company, and the Seal of the Company, may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of Brian W. Bolash, as Secretary of the Company, the Seal of the Company, the signature of Sheila M. Hirsch, as Notary Public, and her notarial seal, may also be affixed by the following facsimiles to any certificate or acknowledgment of any such Limited Power of Attorney, and only under such circumstances shall said facsimiles be valid and binding on the Company.

IN WITNESS WHEREOF, ERIE INSURANCE COMPANY has caused these presents to be signed by its Chief Executive Officer, and its corporate seal to be hereto affixed this 2nd day of September, 2016.

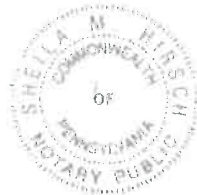


by

Timothy G. NeCastro
Timothy G. NeCastro
Chief Executive Officer

STATE OF PENNSYLVANIA
COUNTY OF ERIE

ss.
On the 13th day of October, 2016, before me personally came Timothy G. NeCastro, Chief Executive Officer, to me known, who being by me duly sworn, did depose and say: that he is Chief Executive Officer of ERIE INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the said instrument is such corporate Seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Sheila M. Hirsch
My commission expires June 27, 2020 Notary Public

CERTIFICATE

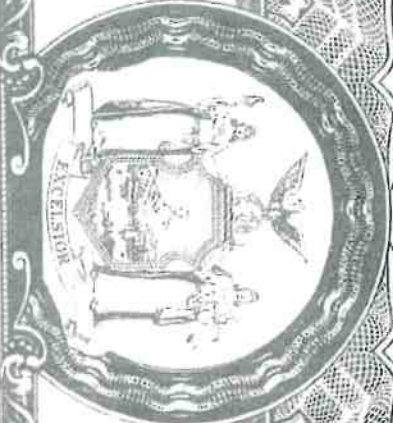
I, Brian W. Bolash, Secretary of ERIE INSURANCE COMPANY, do hereby certify that the original LIMITED POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy and is in full force and effect.

In witness whereof, I have hereunto subscribed my name and affixed the corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company, this 8th day of January, 2019



Brian W. Bolash
Brian W. Bolash, Secretary

RESTAURANT WINE LICENSE
SERIAL #: 2189103
COUNTY: CLINTON



EFFECTIVE DATE: 06/21/2017
EXPIRATION DATE: 6/30/2019
CERTIFICATE #: 833212

NEW YORK STATE LIQUOR AUTHORITY

THE LICENSE DESIGNATED BELOW IS HEREBY GRANTED PERMISSION, UNDER THE ALCOHOLIC BEVERAGE CONTROL LAW TO TRAFFIC IN ALCOHOLIC BEVERAGE PURSUANT TO THE TYPE OF LICENSE INDICATED IN THE UPPER LEFT HAND CORNER OF THIS CERTIFICATE AND ACCORDING TO THE STATUTES AND REGULATIONS PERTAINING THERETO.

THIS LICENSE SHALL NOT BE TRANSFERABLE TO ANY OTHER PERSON OR TO ANY OTHER PREMISES OR TO ANY OTHER PART OF THE BUILDING CONTAINING SUCH LICENSED PREMISES: IT SHALL NOT BE DEEMED A PROPERTY OR VESTED RIGHT AND MAY BE REVOKED AT ANY TIME PURSUANT TO LAW

METHOD OF OPERATION

RESTAURANT SERVING BEER CIDER AND WINE

Recorded Music & Dancing

FILING FEE \$25.00
LICENSE FEE \$480.00

ALEKA'S RESTAURANT LLC

103 MARGARET ST
PLATTSBURGH NY 12901

Vincent G. Bradley
Vincent G. Bradley
Chairman

BEFORE COMMENCING OR DOING ANY BUSINESS FOR THE TIME FOR WHICH THIS LICENSE HAS BEEN ISSUED, THE SAID LICENSEE SHALL BE ENCLOSED IN A SUITABLE WOOD OR METAL FRAME, HAVING A CLEAR GLASS SPACE AND A SUBSTANTIAL WOOD OR METAL BACK SO THAT THE WHOLE OF SAID LICENSE MAY BE SEEN THEREIN, AND SHALL BE POSTED UP AND AT ALL TIMES DISPLAYED IN A CONSPICUOUS PLACE IN THE ROOM WHERE SUCH BUSINESS IS CARRIED ON, SO THAT ALL PERSONS VISITING SUCH PLACE MAY READILY SEE THE SAME.

SLA FORM 190-033 (10/09)

Certificate No. 0833212



133 Margaret Street
Plattsburgh, NY 12901
(518) 565-4870
www.clintonhealth.org

Environmental Health & Safety Division



Public Health
Prevent. Promote. Protect.
"Working Together for a
Healthier Community"

PERMIT

To Operate a
Restaurant/Catering Operation

This is to certify that
Aleka's Restaurant, LLC

the operator of
ALEKA'S

at
**103 MARGARET STREET
PLATTSBURGH, NY 12901**

Located in the *CITY* of *PLATTSBURGH* in *CLINTON* County
is granted permission to operate said establishment in compliance with the provisions
of Subpart 14-1 of the State Sanitary Code and
under the following conditions:

- (1) This permit is granted subject to any and all applicable State, Local and Municipal Laws, Ordinances, Codes, Rules and Regulations.
- 2) Catering permitted only at facilities in Clinton County with a current Clinton County food service permit.

Effective Date **January 01, 2019**
Permit is **NON-TRANSFERABLE**


John M. Kanoza, Public Health Director
Permit Issuing Official

This permit expires on **December 31, 2019** and may be revoked or suspended for cause.

THIS PERMIT SHOULD BE POSTED CONSPICUOUSLY

Facility Code **09-2136**

Permit Number **09-2136**

Operation ID **821488**



Appt 4152
The Lepper
2 parking spaces

CITY OF PLATTSBURGH
Sidewalk Cafe Permit Application

Article VI of Chapter 233 of the City Code of the City of Plattsburgh provides the regulatory framework for the lawful operation of a sidewalk cafe on a public right-of-way in the City of Plattsburgh. The framework established in the Code is designed to promote the public interest by contributing to an active and attractive pedestrian environment. Reasonable regulation of sidewalk cafes is necessary to protect the public health, safety, and welfare, including the maintenance of pedestrian access while assisting the normal activities of a business.

It shall be unlawful to sell, or offer for sale, any food, beverage, merchandise, or service on any street, sidewalk, alley, City parking lot or other thoroughfare or public right-of-way without first obtaining the applicable sidewalk café permit. A “sidewalk café” means any portion of public sidewalks or streets in the City in which tables, chairs, and associated exterior property are placed for the sole purpose of patrons consuming food and/or beverages served by a food establishment adjacent to the public sidewalk property. A “sidewalk café permit” means a permit issued by the City Building Inspector for operation of a sidewalk cafe which meets all of the requirements of this section and all other applicable laws and ordinances of the city and all state and federal laws.

OVERVIEW OF SUBMITTAL REQUIREMENTS:

In relation to these goals, the Common Council requires the following as part of the Sidewalk Café Permit application package:

1. Sidewalk Café Plan set as described below.
2. Site Photographs.
3. Statement of Purpose/Liquor License.
4. Indemnification, Release and Hold Harmless Agreement. Form is attached.
5. Proof of Insurance evidencing coverage for the full term of the permit. Insurance requirements are attached.
6. Signed agreement to acknowledge and comply with the Sidewalk Café rules of operation. Agreement attached.
7. Payment of application fee, permit fee and user fee, where applicable.
8. Applicant Information Sheet.

1. Sidewalk Cafe Plan

Each applicant for a sidewalk cafe permit shall submit two copies of the plans for a sidewalk café to the City of Plattsburgh Building Inspector’s Office, 41 City Hall Place, Plattsburgh, NY 12901, together with a nonrefundable fee of \$15. Such plans shall show:

A legible site plan including the following information:

- North Arrow.
- Site plan with clearly identified and accurate measurements.
- Name of adjoining street(s).
- Width of adjacent sidewalk.
- Location of property lines and dimensions of sidewalk proposed for the sidewalk cafe area.
- Location of existing improvements (e.g. utility poles, fire hydrants, bike racks, traffic signs, sign posts, tree pits/grates, etc.) showing the distance of each to the sidewalk café area.
- Pedestrian Zone, Building Zone, Curb Zone Planter / Furniture Zone as defined in Article VI of Chapter 233 of the City Code of the City of Plattsburgh.
- Sidewalk width remaining for clear path of travel and (if applicable) the number of parking spaces requested for the sidewalk café.
- Location and dimensions of any proposed improvements associated with the sidewalk café such, but not necessarily limited to, tables, seating, fencing, barriers, signs, etc. If there are any sidewalk grates / vents within the proposed area of the Sidewalk Café, the grates / vents need to be identified on the plan and shown on the plan as part of the clearance.
- Location of building entrances and zoning classification for site.

Please note that a table of sidewalk dimensions is available for review at the City Building Inspector's Office.

A. Photographs

Each applicant for a sidewalk café permit shall submit two copies of photographs showing the front of the proposed building, street and sidewalk and the front of immediately adjacent properties.

B. Statement of Purpose/Liquor License

Each applicant for a sidewalk café permit shall submit a statement of purpose describing in detail how the use will be conducted, the type of items intended to be consumed on premises, and the hours of operation (particularly the hours that the area is to be occupied as a sidewalk café). If alcoholic beverages are intended to be served at the sidewalk café, the applicant must provide a valid liquor license from the State of New York. If the applicant is seeking to occupy parking spaces, the number and location of the proposed spaces shall be identified and the applicant shall also indicate whether it owns the concrete barriers.

C. Indemnification Agreement

WHEREAS, the undersigned desires to maintain a sidewalk cafe on a portion of the public sidewalk and/or street in the City of Plattsburgh; and

WHEREAS, the City of Plattsburgh may permit the undersigned to maintain such an area, provided that the City shall not thereby incur the risk of any liabilities to the undersigned, or to any third party or employee of the undersigned, by virtue of the presence or actions of the undersigned;

NOW, THEREFORE, the undersigned agrees to release, indemnify, defend and hold harmless the City of Plattsburgh, its officers, employees and agents against any and all loss, liability, damage, claims, costs, attorney's fees, and expenses which it may hereafter incur as a result of the undersigned's operation of the sidewalk cafe. The undersigned shall at his or her own expense, appear, defend, and pay all attorney's fees, and all costs and other expenses arising therefrom or incurred in connection with the undersigned's operation of the sidewalk cafe. If any judgments shall be rendered against the City in any such action, the undersigned shall satisfy and discharge the same excluding only such claims, demands or losses, which result from the sole negligence of the City of Plattsburgh or its officers, agents or employees.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE AND HOLD HARMLESS AGREEMENT, AND A CONTRACT BETWEEN THE CITY OF PLATTSBURGH AND ME, AND I SIGN IT OF MY FREE WILL.

Signed at Plattsburgh, NY this 2nd day of April, 2019.
(city, state)

Michelle Warren
Signature
Michelle Warren
Name (Please Print)
owner
Title
13 City Hall Place
Address
Plattsburgh, NY 12901
City, State, Zip
thepepper2011@yahoo.com
Email addresses
(B) 518-566-4688 (C) 518-645-2451
Phone number

D. Proof of Insurance

Licensee shall obtain general liability insurance for the term of this license agreement in the amount of one million dollars (\$1,000,000) per occurrence with a two million dollar (\$2,000,000) general aggregate. The general liability insurance certificate shall name the City as an additional insured and provide for a thirty (30) day notice of cancellation to the City.

E. Agreement to Acknowledge and Comply with the Sidewalk Cafe Rules of Operation

Applicant acknowledges the following standards and rules of operation and agrees that any Sidewalk Café Permit shall be subject to the following requirements:

- (a) A minimum clear path of travel within the pedestrian zone is required on all public **sidewalks**. The clear path of travel shall fall entirely within the pedestrian zone as defined in Article VI of Chapter 233 of the City Code of the City of Plattsburgh and shall remain free from obstructions of any kind. The minimum clear path of travel shall be five (5) feet on the sidewalk within the pedestrian zone free and clear of any obstructions unless otherwise indicated herein, and be clear of any tables or other property, and applicant shall not use any of said sidewalk area in the exercise of privileges granted herein, except to pass to and from the sidewalk café; however, applicant use may at no time obstruct access to the clear path of travel. Cords, electric cords, strings and lights may not be strung over or be placed on the pedestrian zone. The permittee is responsible for ensuring that the sidewalk café activity does not encroach into the roadway or cause pedestrians to divert from the pedestrian zone.
- (b) At least one accessible route shall connect the outdoor café to the public sidewalk. It is at least 36 inches wide at all points (maximum of five (5) feet), except doorways (measured when patrons are seated).
- (c) The proposed sidewalk café shall be sited to provide an unobstructed corner-curb radius area.
- (d) A wider clear path of travel may be required by the City Building Inspector's Office to provide for pedestrian passage, traffic management, or for any other public-use purpose.
- (e) The permittee must make sure the sidewalk café is kept clean and clear of any trash or refuse, paper and other waste including during special events held by other organizations. All freestanding planters, fences, or railings must be self-supporting, no higher than 30 inches, and not be permanently attached to the public right-of-way.
- (f) The permittee shall not operate the sidewalk café in a way that restricts or interferes with access to the abutting property; or creates a nuisance or hazard to public health, safety, or welfare; or increases traffic congestion or delay; or constitutes an obstruction for fire, police, or sanitation vehicles.
- (g) No advertisements, signs, neon signs, decorations or displays shall be placed in, on, or about the sidewalk café premises without the prior written approval of the City Building Inspector's Office.

- (h) No loud or unnecessary noises are permitted from the café. Music, from whatever source (acoustical, electric or other), is not allowed to be played on the premises outdoors between the hours of 12:00 midnight and 8:00 a.m.
- (i) Sidewalk cafés whether in the public sidewalk or street must be accessible to persons with physical disabilities and in full compliance with the Americans with Disabilities Act. At least one door into the café or restaurant must be a minimum of three (3) feet wide. In addition, an ADA accessible non-skid ramp may be required if there is a change in grade such as in the case of in street café areas. At least 5% but not less than one of the tables in the sidewalk café seating area must be accessible to people with disabilities. Accessible tables must be dispersed throughout the café seating area.
- (j) Sidewalk café boundaries must be constructed to provide cane detection for pedestrians who are blind or have visual impairments. A continuous uninterrupted fence or barricade meets this requirement if it has a continuous, firm barrier located 27 inches above ground or lower. If the fence or barricade is not continuous or if the barricade consists of posts or other objects connected by hanging ropes, chains or nylon strips, a detectable barrier must run continuously along the pedestrian side of the barricade or fence at a height of 27 inches or less.
- (k) Sidewalk café boundaries must be constructed so that they are free of objects that protrude more than 4 inches from the outer edge of the fence or barricade between 27 and 80 inches above the ground unless a corresponding barrier is positioned under the protruding object 27 inches above the ground or lower to provide for detection by canes used by people who are blind or have visual impairments. Examples of potential non-compliant protruding objects are hanging lanterns, large planters or flower boxes, signs or other objects mounted on or alongside the café fences or barricades.
- (l) The chairs, tables, services stations, and other items actually utilized by the permittee for the operation of the sidewalk café must reasonably coincide with the sidewalk café plan. Applicants may however operate with fewer tables and chairs than the number approved. Businesses may not operate with more tables and chairs than their license states. Every free-standing table used by the café counts as one, even when connected or combined with another table.
- (m) With the exception of canopies approved by the Building Inspector's Office, no items can extend over the edges of the café. Restrictions include, but are not limited to, umbrellas and valances. No advertising is permitted on the sidewalk café other than the name of the establishment on the valance of an awning.
- (n) Portable gas heaters are permitted in sidewalk cafés, subject to review and approval by the Building Inspector's Office and the Fire Department.
- (o) The permittee must ensure that by no later than 12:30 a.m. all patrons must be vacated from the sidewalk cafe and by no later than the closing of the establishment all furniture, utensils, containers or any other materials used in the operation of the sidewalk cafe or within the area used by the sidewalk cafe shall be removed from the sidewalk cafe area, provided that any railing, flooring or other support or enclosure used in the assembly, operation or enclosure of the sidewalk cafe may be allowed to remain on the sidewalk area if specifically permitted in the Building Inspector's approval of the sidewalk cafe plans.

- (p) The permittee must not serve no alcoholic beverages on or at any sidewalk cafe after 12:00 a.m. or before 8:00 a.m. All service of any kind whatsoever shall cease at 12:00 a.m. and not begin until 8:00 a.m.
- (q) The **permittee** must remove all sidewalk cafe **structures** by **October 31** and not install prior to April 1 in any year for which a permit is granted.
- (r) At the termination of the permit, return the sidewalk café area to the City in as good condition as at the commencement of the term hereof, usual wear and tear, acts of God, or unavoidable accidents excepted.
- (s) All applicants must prominently display their Sidewalk Café Permit and the approval plan in the window or doors that look onto the street during all hours of operation, so that inspectors, the public, and the local community will all be aware of the correct operating conditions.
- (t) Comply with all other provisions of the Code of the City of Plattsburgh, state and federal regulations, including the Americans with Disabilities Act.

I acknowledge that I have read the relevant sections of Article VI of Chapter 233 of the City Code of the City of Plattsburgh regarding the regulation of sidewalk cafes and agree to abide by all requirements set forth above, and within the Code.

Michelle Warren
 Applicant Signature

4/2/19
 Date

A. Applicable Fees:

Sidewalk Café Permit Application Fee (submit with Application):	\$ 15.00
Table(s) fee:	\$ 20.00/table
Parking Space Use Fee:	\$ 300/space

Attachments: Table of Sidewalk Dimensions
 Definitions



4-2-2019

The Pepper
13 City Hall Place
Plattsburgh, NY 12901
518-566-4688

Dear City of Plattsburgh,

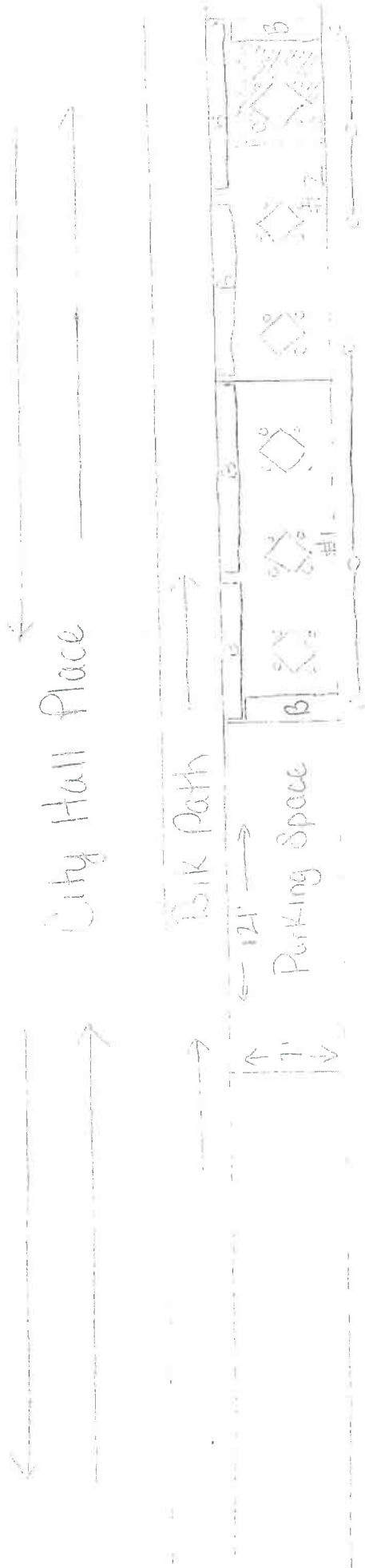
My name is Michelle Warren, I'm requesting to rent 2 parking spaces from the City of Plattsburgh directly in front of The Pepper. Each space is 7'D x 21'W and will contain 6 tables. Surrounded by concrete berries which will be installed by myself. There will be crowd control ropes on the sidewalk to contain the outdoor café area. We are requesting the spaces for the times of May 1st to September 30th.

Michelle Warren

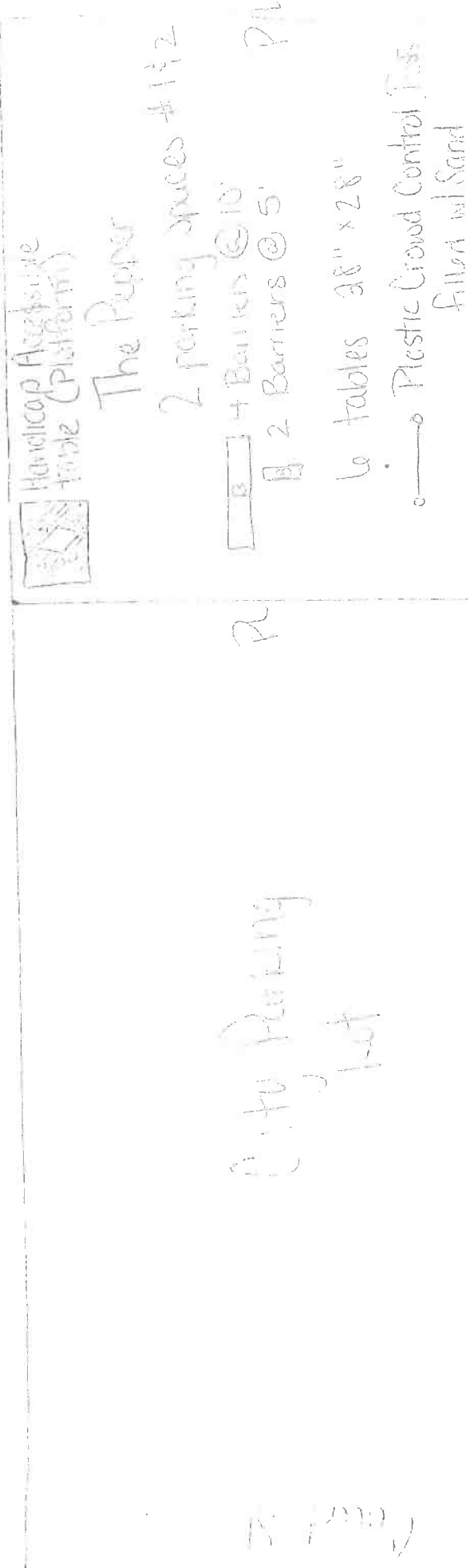
Michelle Warren

Owner

Date: 10/1/2017
 Title: [unclear]
 By: [unclear]



Sidewalk



City Parking Lot

ON-PREMISES LIQUOR LICENSE
SERIAL #: 2181332
COUNTY: CLINTON

EFFECTIVE DATE: 02/05/2018
EXPIRATION DATE: 3/31/2020
CERTIFICATE #: 884187

NEW YORK STATE LIQUOR AUTHORITY

THE LICENSEE DESIGNATED BELOW IS HEREBY GRANTED PERMISSION, UNDER THE ALCOHOLIC BEVERAGE CONTROL LAW TO TRAFFIC IN ALCOHOLIC BEVERAGE PURSUANT TO THE TYPE OF LICENSE INDICATED IN THE UPPER LEFT HAND CORNER OF THIS CERTIFICATE AND ACCORDING TO THE STATUTES AND REGULATIONS PERTAINING THERETO.

THIS LICENSE SHALL NOT BE TRANSFERABLE TO ANY OTHER PERSON OR TO ANY OTHER PREMISES OR TO ANY OTHER PART OF THE BUILDING CONTAINING SUCH LICENSED PREMISES. IT SHALL NOT BE DEEMED A PROPERTY OR VESTED RIGHT AND MAY BE REVOKED AT ANY TIME PURSUANT TO LAW.

METHOD OF OPERATION

RESTAURANT SERVING BEER, WINE, CIDER AND LIQUOR

Recorded Music

FILING FEE \$90.00
LICENSE FEE \$1,792.00

CRAZR LLC
THE PEPPER
13 CITY HALL PL
PLATTSBURGH NY 12901



Vincent G. Bradley
Chairman

BEFORE COMMENCING OR DOING ANY BUSINESS FOR THE TIME FOR WHICH THIS LICENSE HAS BEEN ISSUED, THE SAID LICENSE SHALL BE ENCLOSED IN A SUITABLE WOOD OR METAL FRAME HAVING A CLEAR GLASS SPACE AND A SUBSTANTIAL WOOD OR METAL BACK SO THAT THE WHOLE OF SAID LICENSE MAY BE SEEN THEREIN, AND SHALL BE POSTED UP AND AT ALL TIMES DISPLAYED IN A CONSPICUOUS PLACE IN THE ROOM WHERE SUCH BUSINESS IS CARRIED ON, SO THAT ALL PERSONS VISITING SUCH PLACE MAY READILY SEE THE SAME.

Certificate No. **884187**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/01/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have **ADDITIONAL INSURED provisions or be endorsed.** If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Northern Insuring Agency, Inc 171 Margaret Street P. O. Box 789 Plattsburgh NY 12901-0789	CONTACT NAME: Susan Walker	PHONE (A/C No. Ext): (518)561-7000	FAX (A/C No.): (518)561-0210
	E-MAIL & ADDRESS: susanw@northerninsuring.com		
INSURED Crazz, LLC, DBA: The Pepper 1 Kimberly Lane Morrisonville NY 12962	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Acadia Insurance Company		31325
	INSURER B: Travelers Insurance Group		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: CL185115883 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	ADDL. INSD	SUBR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CPA5343499	06/16/2018	06/16/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
A	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER						
A	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPA5343499	06/16/2018	06/16/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB9J3121131842G	01/05/2018	01/05/2019	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Plattsburgh is named as additional insured with regards to outdoor seating

CERTIFICATE HOLDER City of Plattsburgh 41 City Hall Place Plattsburgh NY 12901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



Application # 4171

Hobbies

2 parking Spaces

CITY OF PLATTSBURGH
Sidewalk Cafe Permit Application

Article VI of Chapter 233 of the City Code of the City of Plattsburgh provides the regulatory framework for the lawful operation of a sidewalk cafe on a public right-of-way in the City of Plattsburgh. The framework established in the Code is designed to promote the public interest by contributing to an active and attractive pedestrian environment. Reasonable regulation of sidewalk cafes is necessary to protect the public health, safety, and welfare, including the maintenance of pedestrian access while assisting the normal activities of a business.

It shall be unlawful to sell, or offer for sale, any food, beverage, merchandise, or service on any street, sidewalk, alley, City parking lot or other thoroughfare or public right-of-way without first obtaining the applicable sidewalk café permit. A "sidewalk café" means any portion of public sidewalks or streets in the City in which tables, chairs, and associated exterior property are placed for the sole purpose of patrons consuming food and/or beverages served by a food establishment adjacent to the public sidewalk property. A "sidewalk café permit" means a permit issued by the City Building Inspector for operation of a sidewalk cafe which meets all of the requirements of this section and all other applicable laws and ordinances of the city and all state and federal laws.

OVERVIEW OF SUBMITTAL REQUIREMENTS:

In relation to these goals, the Common Council requires the following as part of the Sidewalk Café Permit application package:

1. Sidewalk Café Plan set as described below. ✓
2. Site Photographs. ✓
3. Statement of Purpose/Liquor License.
4. Indemnification, Release and Hold Harmless Agreement. Form is attached.
5. Proof of Insurance evidencing coverage for the full term of the permit. Insurance requirements are attached.
6. Signed agreement to acknowledge and comply with the Sidewalk Café rules of operation. Agreement attached. ✓
7. Payment of application fee, permit fee and user fee, where applicable.
8. Applicant Information Sheet.

1. Sidewalk Cafe Plan

Each applicant for a sidewalk cafe permit shall submit two copies of the plans for a sidewalk café to the City of Plattsburgh Building Inspector's Office, 41 City Hall Place, Plattsburgh, NY 12901, together with a nonrefundable fee of \$15. Such plans shall show:

A legible site plan including the following information:

- North Arrow.
- Site plan with clearly identified and accurate measurements.
- Name of adjoining street(s).
- Width of adjacent sidewalk.
- Location of property lines and dimensions of sidewalk proposed for the sidewalk cafe area.
- Location of existing improvements (e.g. utility poles, fire hydrants, bike racks, traffic signs, sign posts, tree pits/grates, etc.) showing the distance of each to the sidewalk café area.
- Pedestrian Zone, Building Zone, Curb Zone Planter / Furniture Zone as defined in Article VI of Chapter 233 of the City Code of the City of Plattsburgh.
- Sidewalk width remaining for clear path of travel and (if applicable) the number of parking spaces requested for the sidewalk café.
- Location and dimensions of any proposed improvements associated with the sidewalk café such, but not necessarily limited to, tables, seating, fencing, barriers, signs, etc. If there are any sidewalk grates / vents within the proposed area of the Sidewalk Café, the grates / vents need to be identified on the plan and shown on the plan as part of the clearance.
- Location of building entrances and zoning classification for site.

Please note that a table of sidewalk dimensions is available for review at the City Building Inspector's Office.

A. Photographs

Each applicant for a sidewalk café permit shall submit two copies of photographs showing the front of the proposed building, street and sidewalk and the front of immediately adjacent properties.

B. Statement of Purpose/Liquor License

Each applicant for a sidewalk café permit shall submit a statement of purpose describing in detail how the use will be conducted, the type of items intended to be consumed on premises, and the hours of operation (particularly the hours that the area is to be occupied as a sidewalk café). If alcoholic beverages are intended to be served at the sidewalk café, the applicant must provide a valid liquor license from the State of New York. If the applicant is seeking to occupy parking spaces, the number and location of the proposed spaces shall be identified and the applicant shall also indicate whether it owns the concrete barriers.

C. Indemnification Agreement

WHEREAS, the undersigned desires to maintain a sidewalk cafe on a portion of the public sidewalk and/or street in the City of Plattsburgh; and

WHEREAS, the City of Plattsburgh may permit the undersigned to maintain such an area, provided that the City shall not thereby incur the risk of any liabilities to the undersigned, or to any third party or employee of the undersigned, by virtue of the presence or actions of the undersigned;

NOW, THEREFORE, the undersigned agrees to release, indemnify, defend and hold harmless the City of Plattsburgh, its officers, employees and agents against any and all loss, liability, damage, claims, costs, attorney's fees, and expenses which it may hereafter incur as a result of the undersigned's operation of the sidewalk cafe. The undersigned shall at his or her own expense, appear, defend, and pay all attorney's fees, and all costs and other expenses arising therefrom or incurred in connection with the undersigned's operation of the sidewalk cafe. If any judgments shall be rendered against the City in any such action, the undersigned shall satisfy and discharge the same excluding only such claims, demands or losses, which result from the sole negligence of the City of Plattsburgh or its officers, agents or employees.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE AND HOLD HARMLESS AGREEMENT, AND A CONTRACT BETWEEN THE CITY OF PLATTSBURGH AND ME, AND I SIGN IT OF MY FREE WILL.

Signed at Plattsburgh NY this 2 day of April, 2019.
(city, state)



Signature

Scott Bazzano

Name (Please Print)

Owner

Title

68 Margaret Street

Address

Plattsburgh NY 12901

City, State, Zip

melisa.tay@yahoo.com

Email addresses

518-562-1000

Phone number

D. Proof of Insurance

Licensee shall obtain general liability insurance for the term of this license agreement in the amount of one million dollars (\$1,000,000) per occurrence with a two million dollar (\$2,000,000) general aggregate. The general liability insurance certificate shall name the City as an additional insured and provide for a thirty (30) day notice of cancellation to the City.

E. Agreement to Acknowledge and Comply with the Sidewalk Café Rules of Operation

Applicant acknowledges the following standards and rules of operation and agrees that any Sidewalk Café Permit shall be subject to the following requirements:

- (a) A minimum clear path of travel within the pedestrian zone is required on all public sidewalks. The clear path of travel shall fall entirely within the pedestrian zone as defined in Article VI of Chapter 233 of the City Code of the City of Plattsburgh and shall remain free from obstructions of any kind. The minimum clear path of travel shall be five (5) feet on the sidewalk within the pedestrian zone free and clear of any obstructions unless otherwise indicated herein, and be clear of any tables or other property, and applicant shall not use any of said sidewalk area in the exercise of privileges granted herein, except to pass to and from the sidewalk café; however, applicant use may at no time obstruct access to the clear path of travel. Cords, electric cords, strings and lights may not be strung over or be placed on the pedestrian zone. The permittee is responsible for ensuring that the sidewalk café activity does not encroach into the roadway or cause pedestrians to divert from the pedestrian zone.
- (b) At least one accessible route shall connect the outdoor café to the public sidewalk. It is at least 36 inches wide at all points (maximum of five (5) feet), except doorways (measured when patrons are seated).
- (c) The proposed sidewalk café shall be sited to provide an unobstructed corner-curb radius area.
- (d) A wider clear path of travel may be required by the City Building Inspector's Office to provide for pedestrian passage, traffic management, or for any other public-use purpose.
- (e) The permittee must make sure the sidewalk café is kept clean and clear of any trash or refuse, paper and other waste including during special events held by other organizations. All freestanding planters, fences, or railings must be self-supporting, no higher than 30 inches, and not be permanently attached to the public right-of-way.
- (f) The permittee shall not operate the sidewalk café in a way that restricts or interferes with access to the abutting property; or creates a nuisance or hazard to public health, safety, or welfare; or increases traffic congestion or delay; or constitutes an obstruction for fire, police, or sanitation vehicles.
- (g) No advertisements, signs, neon signs, decorations or displays shall be placed in, on, or about the sidewalk café premises without the prior written approval of the City Building Inspector's Office.

- (h) No loud or unnecessary noises are permitted from the café. Music, from whatever source (acoustical, electric or other), is not allowed to be played on the premises outdoors between the hours of 12:00 midnight and 2:00 a.m.
- (i) Sidewalk cafés whether in the public sidewalk or street must be accessible to persons with physical disabilities and in full compliance with the Americans with Disabilities Act. At least one door into the café or restaurant must be a minimum of three (3) feet wide. In addition, an ADA accessible non-skid ramp may be required if there is a change in grade such as in the case of in street café areas. At least 5% but not less than one of the tables in the sidewalk café seating area must be accessible to people with disabilities. Accessible tables must be dispersed throughout the café seating area.
- (j) Sidewalk café boundaries must be constructed to provide cane detection for pedestrians who are blind or have visual impairments. A continuous uninterrupted fence or barricade meets this requirement if it has a continuous, firm barrier located 27 inches above ground or lower. If the fence or barricade is not continuous or if the barricade consists of posts or other objects connected by hanging ropes, chains or nylon strips, a detectable barrier must run continuously along the pedestrian side of the barricade or fence at a height of 27 inches or less.
- (k) Sidewalk café boundaries must be constructed so that they are free of objects that protrude more than 4 inches from the outer edge of the fence or barricade between 27 and 80 inches above the ground unless a corresponding barrier is positioned under the protruding object 27 inches above the ground or lower to provide for detection by canes used by people who are blind or have visual impairments. Examples of potential non-compliant protruding objects are hanging lanterns, large planters or flower boxes, signs or other objects mounted on or alongside the café fences or barricades.
- (l) The chairs, tables, services stations, and other items actually utilized by the permittee for the operation of the sidewalk café must reasonably coincide with the sidewalk café plan. Applicants may however operate with fewer tables and chairs than the number approved. Businesses may not operate with more tables and chairs than their license states. Every free-standing table used by the café counts as one, even when connected or combined with another table.
- (m) With the exception of canopies approved by the Building Inspector's Office, no items can extend over the edges of the café. Restrictions include, but are not limited to, umbrellas and valances. No advertising is permitted on the sidewalk café other than the name of the establishment on the valance of an awning.
- (n) Portable gas heaters are permitted in sidewalk cafés, subject to review and approval by the Building Inspector's Office and the Fire Department.
- (o) The permittee must ensure that by no later than 12:30 a.m. all patrons must be vacated from the sidewalk café and by no later than the closing of the establishment all furniture, utensils, containers or any other materials used in the operation of the sidewalk café or within the area used by the sidewalk café shall be removed from the sidewalk café area, provided that any railing, flooring or other support or enclosure used in the assembly, operation or enclosure of the sidewalk café may be allowed to remain on the sidewalk area if specifically permitted in the Building Inspector's approval of the sidewalk café plans.

Hobie's Sports Den

68 Margaret Street, Plattsburgh, NY 12901 | 518-562-1000 | melisa7ny@yahoo.com

April 10, 2019

Building Inspector's Office
41 City Hall Place
Plattsburgh, NY 12901

Some of my concern.

Hobie's would like to keep the same outdoor seating as last year as it was very successful for our business. Expanding our seating allowed us to meet the high demand of dining outside. We are asking again this year for two parking spaces and the sidewalk seating in front of Hobie's which will allow Hobie's to accommodate its customers. We will use the concrete barriers for the road side and have chain link to close off the area for dining. We will have nine tables in this area and the proposed space would be used for a casual outdoor dining experience from, 11AM to 12AM. Please refer to the following pages for our valid liquor license, proof of insurance, plot diagram and photographs.

Thank you for your time and consideration.



Scott Howell
Hobie's Sports Den
518-539-8528

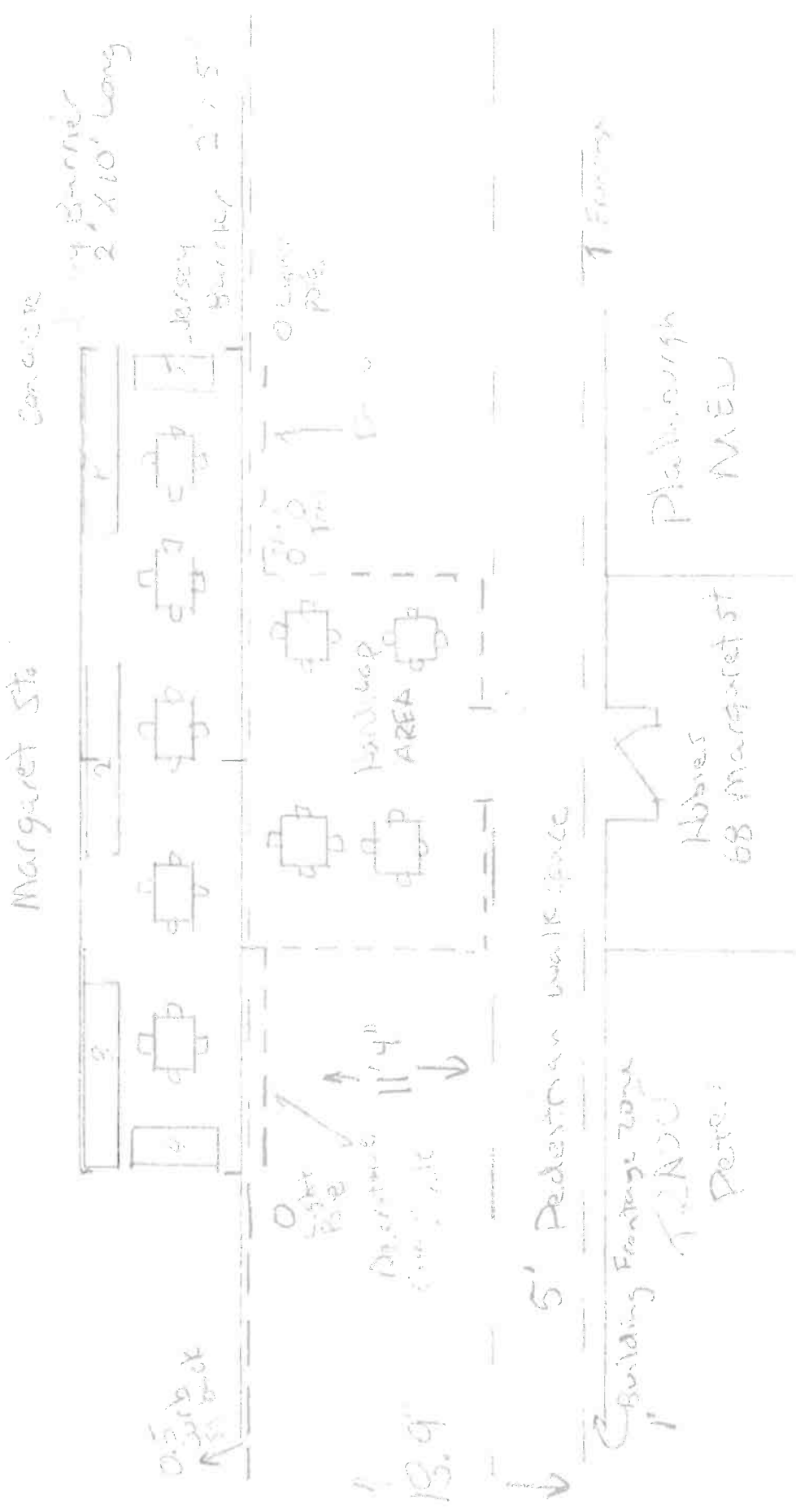
Brinkerhoff

4/2/19

The curb side and handicap area will be boxed in with decorative chain link and flower pot stanchions. It will be able to be taken down at night.

→ North

$\square = 2'$





EST. 1974
Hobie's Sports Den

WITAS
DEALES

TRUCKS

OPEN

COLLEGE

OPEN HOUSE



1

2

3



SOUBA-1

OP ID: GH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/03/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CFA Insurance Agency LLC 686 Bear Swamp Road P O Box 965 Peru, NY 12972 Commercial Peru House Acct.	518-643-7946	CONTACT NAME: Commercial Peru House Acct.	
		PHONE (A/C, No, Ext): 518-643-7946	FAX (A/C, No): 518-643-8136
INSURED Soubazz Inc. dba Hobie's Sports Den PO Box 585 Plattsburgh, NY 12901	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE
			INSURER A: Preferred Mutual Insurance
			INSURER B:
			INSURER C:
			INSURER D:
			INSURER E:
		INSURER F:	NAIC # 15024

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			BOP0100727876	12/01/2018	12/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ CSL \$ 1,000,000 COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						\$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E1. EACH ACCIDENT \$ E1. DISEASE - EA EMPLOYEE \$ E1. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Plattsburgh Zoning City Clerk is an Additional Insured for the outside seating of the restaurant in front of Soubazz Inc. dba Hobie's Sports Den

CERTIFICATE HOLDER

CANCELLATION

City of Plattsburgh Zoning City Clerk 41 City Hall Place Plattsburgh, NY 12901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Commercial Peru House Acct. <i>[Signature]</i>
---	---

SNW 12/4/2018

Bond Form L-9 Prescribed by the New York State Liquor Authority June 3, 1974

BOND IN SUPPORT OF APPLICATION FOR LICENSE OR PERMIT UNDER THE NEW YORK ALCOHOLIC BEVERAGE CONTROL LAW

Application Number	Bond Number B 1180224 *	This bond expires in 2020 *	Penal Sum of Bond \$ 1000.00 * Plus Costs
--------------------	--------------------------------	--------------------------------	---

KNOW ALL MEN BY THESE PRESENTS, that we

Name of Applicant SOUBAZZ INC. DBA Hoole's Sports Den *	Address of Place of Business of 68 Margaret Street Plattsburgh, NY 12901
---	--

In the County of Clinton , State of NY , as Principal, and	Name of Insurance Company Selective Insurance Company of America	Address of Office or usual place of business 40 Wantage Avenue Branchville, NJ 07890
--	--	--

a surety company approved by the Superintendent of Insurance of New York State as to solvency and responsibility and authorized to transact business in New York State, as Surety, are held and firmly bound unto the People of the State of New York in the penal sum set forth above and for the payment of any costs taxed or allowed in any action or proceeding to the extent of \$ **1000.00** * for the payment of which sum or sums, well and truly to be made, we, the said principal and surety, bind ourselves, successors, and assigns, respectively, jointly and severally, firmly by these presents.

WHEREAS, the above bounden principal is making application to the New York State Liquor Authority, for a license or permit under the Alcoholic Beverage Control Law and the said State Liquor Authority, by Part 81 of Subtitle B of Title 9 of the Official Compilation of the Codes, Rules and Regulations of the State of New York (Rule 9 of the Rules of the Authority), having required the principal to file with it a bond to the People of the State of New York, as provided in said Law aforesaid,

NOW, THEREFORE, the conditions of this obligation are such that if the said license or permit applied for, which expires on the date designated in said license or permit, is granted to the said principal and the principal will not, during the license or permit period, suffer or permit any violation of the provisions of the Alcoholic Beverage Control Law, or of any of the rules now or hereafter issued by said State Liquor Authority, or give cause, as provided in the Alcoholic Beverage Control Law or Part 53 of Subtitle B of Title 9 of the Official Compilation of the Codes, Rules and Regulations of the State of New York (Rule 36 of the Rules of the State Liquor Authority), for the cancellation, revocation or suspension of said license or permit or the issuance of an order or warning, and will pay all fines and penalties which shall accrue thereunder, together with all costs taxed or allowed in any action or proceeding brought or instituted for a violation of any of the provisions of said Alcoholic Beverage Control Law, or of any of the rules now or hereafter issued by said State Liquor Authority, or for cause for the cancellation, revocation or suspension or issuance of order of warning as provided in the Alcoholic Beverage Control Law or Rules of the Authority, or costs taxed or allowed in any review pursuant to Section 121 of the Alcoholic Beverage Control Law; then this obligation shall be void; otherwise to remain in full force and effect; subject, however, to the following conditions.

1. An action for the breach of any condition of this bond may be maintained without previous conviction or prosecution for the violation of any provision of said Alcoholic Beverage Control Law, or of any of the rules now or hereafter issued by the State Liquor Authority, or for cause as provided by the Alcoholic Beverage Control Law or Part 53 of Subtitle B of Title 9 of the Official Compilation of the Codes, Rules and Regulations of the State of New York (Rule 36 of the Rules of the Authority)
2. The aggregate liability of the surety on account of any defaults hereunder shall in no event exceed the penal sum of this bond plus costs taxed or allowed in any action or proceeding to the extent of One Thousand Dollars (\$1,000.00)
3. Upon the payment of any loss arising under this bond, the surety shall be subrogated to the rights and remedies of the obligee against the principal to recover from the principal any amount so paid
4. Any action brought for the penal sum of this bond shall be commenced within twenty-four months after the expiration of the license or permit period aforementioned, or for costs within one year after final disposition of any action or proceeding. In the event of the institution of any action or proceeding to review the Authority's determination, the period of 24 months shall not commence until the final determination of the proceeding or litigation.
5. This bond shall be effective during the time the aforementioned license or permit shall be in effect and during any extension thereof.
6. A breach of any condition of this bond shall be deemed to have been established by the revocation, cancellation or suspension of the aforesaid license or permit or the issuance of an order of warning by the State Liquor Authority unless said revocation, cancellation, suspension or order of warning shall have been reversed or annulled by a Court of competent jurisdiction.
7. In any action or proceeding to recover on this bond, the principal and the company named herein as Surety waive any defense based upon any defect in the bond, including, but not limited to, an erroneous, improper or defective insertion or omission to insert or apparent alteration of the expiration year and/or amount of the penal sum of the bond and further waive any objection that the bond bears a printed, typewritten or facsimile signature. Any bond filed with the State Liquor Authority shall be admissible in evidence in any court on application of the State Liquor Authority or People of the State of New York without the further proof of due execution thereof by or on behalf of the principal and surety and shall be conclusively presumed to have been duly executed by and on behalf of the principal and surety. Any bond filed with the State Liquor Authority and bearing the printed or facsimile name of the surety or the typewritten or facsimile signature of its representative shall be conclusively presumed to be the duly issued bond of the surety company and binding on it, its successors and assigns for the amount specified in Part 81 of Subtitle B of Title 9 of the Official Compilation of Codes, Rules and Regulations of the State of New York (Rule 9 of the Rules of the State Liquor Authority)

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed and sealed this 2nd day of October 2018

Name of issuing agency NORTHERN INSURING AGENCY, INC Address PO BOX 789 PLATTSBURGH, NY 12901-0789

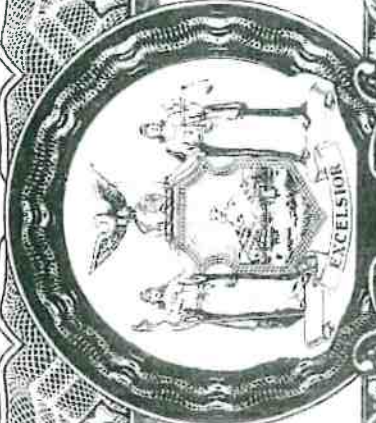
SOUBAZZ INC. DBA Hoole's Sports Den
Principal (Applicant/Licensee) L.S

Phone # 518-561-7000
Selective Insurance Company of America
Surety
BY: Timothy A. Marchio
Attorney-in-Fact
Timothy A. Marchio



ON-PREMISES LIQUOR LICENSE
SERIAL #: 2197841
COUNTY: CLINTON

EFFECTIVE DATE: 11/23/2018
EXPIRATION DATE: 12/31/2020
CERTIFICATE #: 899610



NEW YORK STATE LIQUOR AUTHORITY

THE LICENSEE DESIGNATED BELOW IS HEREBY GRANTED PERMISSION, UNDER THE ALCOHOLIC BEVERAGE CONTROL LAW TO TRAFFIC IN ALCOHOLIC BEVERAGE PURSUANT TO THE TYPE OF LICENSE INDICATED IN THE UPPER LEFT HAND CORNER OF THIS CERTIFICATE AND ACCORDING TO THE STATUTES AND REGULATIONS PERTAINING THERETO.

THIS LICENSE SHALL NOT BE TRANSFERABLE TO ANY OTHER PERSON OR TO ANY OTHER PREMISES OR TO ANY OTHER PART OF THE BUILDING CONTAINING SUCH LICENSED PREMISES: IT SHALL NOT BE DEEMED A PROPERTY OR VESTED RIGHT AND MAY BE REVOKED AT ANY TIME PURSUANT TO LAW

METHOD OF OPERATION

RESTAURANT SERVING BEER CIDER WINE & LIQUOR

Juke Box-Patron Dancing- Licensed Sidewalk Cafe

SOUBAZZ INC
HOBIE'S SPORTS DEN
68 MARGARET ST
PLATTSBURGH NY 12901

FILING FEE \$90.00
LICENSE FEE \$1,792.00

Vincent G. Bradley
Chairman

BEFORE COMMENCING OR DOING ANY BUSINESS FOR THE TIME FOR WHICH THIS LICENSE HAS BEEN ISSUED, THE SAID LICENSEE SHALL BE ENCLOSED IN A SUITABLE WOOD OR METAL FRAME, HAVING A CLEAR GLASS SPACE AND A SUBSTANTIAL WOOD OR METAL BACK SO THAT THE WHOLE OF SAID LICENSE MAY BE SEEN THEREIN, AND SHALL BE POSTED UP AND AT ALL TIMES DISPLAYED IN A CONSPICUOUS PLACE IN THE ROOM WHERE SUCH BUSINESS IS CARRIED ON, SO THAT ALL PERSONS VISITING SUCH PLACE MAY READILY SEE THE SAME.

SLA FORM 180-025 (10/09)

Certificate No. B0899610

FOLD AND TEAR HERE



Plattsburgh

Application 4168
Trises
4 Spaces

**CITY OF PLATTSBURGH
Sidewalk Cafe Permit Application**

Article VI of Chapter 233 of the City Code of the City of Plattsburgh provides the regulatory framework for the lawful operation of a sidewalk cafe on a public right-of-way in the City of Plattsburgh. The framework established in the Code is designed to promote the public interest by contributing to an active and attractive pedestrian environment. Reasonable regulation of sidewalk cafes is necessary to protect the public health, safety, and welfare, including the maintenance of pedestrian access while assisting the normal activities of a business.

It shall be unlawful to sell, or offer for sale, any food, beverage, merchandise, or service on any street, sidewalk, alley, City parking lot or other thoroughfare or public right-of-way without first obtaining the applicable sidewalk café permit. A "sidewalk café" means any portion of public sidewalks or streets in the City in which tables, chairs, and associated exterior property are placed for the sole purpose of patrons consuming food and/or beverages served by a food establishment adjacent to the public sidewalk property. A "sidewalk café permit" means a permit issued by the City Building Inspector for operation of a sidewalk cafe which meets all of the requirements of this section and all other applicable laws and ordinances of the city and all state and federal laws.

OVERVIEW OF SUBMITTAL REQUIREMENTS:

In relation to these goals, the Common Council requires the following as part of the Sidewalk Café Permit application package:

1. Sidewalk Café Plan set as described below.
2. Site Photographs.
3. Statement of Purpose/Liquor License.
4. Indemnification, Release and Hold Harmless Agreement. Form is attached.
5. Proof of Insurance evidencing coverage for the full term of the permit. Insurance requirements are attached.
6. Signed agreement to acknowledge and comply with the Sidewalk Café rules of operation. Agreement attached.
7. Payment of application fee, permit fee and user fee, where applicable.
8. Applicant Information Sheet.

1. Sidewalk Cafe Plan

Each applicant for a sidewalk cafe permit shall submit two copies of the plans for a sidewalk café to the City of Plattsburgh Building Inspector's Office, 41 City Hall Place, Plattsburgh, NY 12901, together with a nonrefundable fee of \$15. Such plans shall show:

A legible site plan including the following information:

- North Arrow.
- Site plan with clearly identified and accurate measurements.
- Name of adjoining street(s).
- Width of adjacent sidewalk.
- Location of property lines and dimensions of sidewalk proposed for the sidewalk café area.
- Location of existing improvements (e.g. utility poles, fire hydrants, bike racks, traffic signs, sign posts, tree pits/grates, etc.) showing the distance of each to the sidewalk café area.
- Pedestrian Zone, Building Zone, Curb Zone Planter / Furniture Zone as defined in Article VI of Chapter 233 of the City Code of the City of Plattsburgh.
- Sidewalk width remaining for clear path of travel and (if applicable) the number of parking spaces requested for the sidewalk café.
- Location and dimensions of any proposed improvements associated with the sidewalk café such, but not necessarily limited to, tables, seating, fencing, barriers, signs, etc. If there are any sidewalk grates / vents within the proposed area of the Sidewalk Café, the grates / vents need to be identified on the plan and shown on the plan as part of the clearance.
- Location of building entrances and zoning classification for site.

Please note that a table of sidewalk dimensions is available for review at the City Building Inspector's Office.

A. Photographs

Each applicant for a sidewalk café permit shall submit two copies of photographs showing the front of the proposed building, street and sidewalk and the front of immediately adjacent properties.

B. Statement of Purpose/Liquor License

Each applicant for a sidewalk café permit shall submit a statement of purpose describing in detail how the use will be conducted, the type of items intended to be consumed on premises, and the hours of operation (particularly the hours that the area is to be occupied as a sidewalk café). If alcoholic beverages are intended to be served at the sidewalk café, the applicant must provide a valid liquor license from the State of New York. If the applicant is seeking to occupy parking spaces, the number and location of the proposed spaces shall be identified and the applicant shall also indicate whether it owns the concrete barriers.

C. Indemnification Agreement

WHEREAS, the undersigned desires to maintain a sidewalk cafe on a portion of the public sidewalk and/or street in the City of Plattsburgh; and

WHEREAS, the City of Plattsburgh may permit the undersigned to maintain such an area, provided that the City shall not thereby incur the risk of any liabilities to the undersigned, or to any third party or employee of the undersigned, by virtue of the presence or actions of the undersigned;

NOW, THEREFORE, the undersigned agrees to release, indemnify, defend and hold harmless the City of Plattsburgh, its officers, employees and agents against any and all loss, liability, damage, claims, costs, attorney's fees, and expenses which it may hereafter incur as a result of the undersigned's operation of the sidewalk cafe. The undersigned shall at his or her own expense, appear, defend, and pay all attorney's fees, and all costs and other expenses arising therefrom or incurred in connection with the undersigned's operation of the sidewalk cafe. If any judgments shall be rendered against the City in any such action, the undersigned shall satisfy and discharge the same excluding only such claims, demands or losses, which result from the sole negligence of the City of Plattsburgh or its officers, agents or employees.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE AND HOLD HARMLESS AGREEMENT, AND A CONTRACT BETWEEN THE CITY OF PLATTSBURGH AND ME, AND I SIGN IT OF MY FREE WILL.

Signed at Plattsburgh, ny this 4 day of April, 2019.
(city, state)

Carol B McLean
Signature
Carol B McLean
Name (Please Print)
Owner
Title
20-22 City Hall Place
Address
Plattsburgh, ny 12901
City, State, Zip
carol@irisescafe.com
Email addresses
518-566-7000
Phone number

D. Proof of Insurance

Licensee shall obtain general liability insurance for the term of this license agreement in the amount of one million dollars (\$1,000,000) per occurrence with a two million dollar (\$2,000,000) general aggregate. The general liability insurance certificate shall name the City as an additional insured and provide for a thirty (30) day notice of cancellation to the City.

E. Agreement to Acknowledge and Comply with the Sidewalk Café Rules of Operation

Applicant acknowledges the following standards and rules of operation and agrees that any Sidewalk Café Permit shall be subject to the following requirements:

- (a) A minimum clear path of travel within the pedestrian zone is required on all public sidewalks. The clear path of travel shall fall entirely within the pedestrian zone as defined in Article VI of Chapter 233 of the City Code of the City of Plattsburgh and shall remain free from obstructions of any kind. The minimum clear path of travel shall be five (5) feet on the sidewalk within the pedestrian zone free and clear of any obstructions unless otherwise indicated herein, and be clear of any tables or other property, and applicant shall not use any of said sidewalk area in the exercise of privileges granted herein, except to pass to and from the sidewalk café; however, applicant use may at no time obstruct access to the clear path of travel. Cords, electric cords, strings and lights may not be strung over or be placed on the pedestrian zone. The permittee is responsible for ensuring that the sidewalk café activity does not encroach into the roadway or cause pedestrians to divert from the pedestrian zone.
- (b) At least one accessible route shall connect the outdoor café to the public sidewalk. It is at least 36 inches wide at all points (maximum of five (5) feet), except doorways (measured when patrons are seated).
- (c) The proposed sidewalk café shall be sited to provide an unobstructed corner-curb radius area.
- (d) A wider clear path of travel may be required by the City Building Inspector's Office to provide for pedestrian passage, traffic management, or for any other public-use purpose.
- (e) The permittee must make sure the sidewalk café is kept clean and clear of any trash or refuse, paper and other waste including during special events held by other organizations. All freestanding planters, fences, or railings must be self-supporting, no higher than 30 inches, and not be permanently attached to the public right-of-way.
- (f) The permittee shall not operate the sidewalk café in a way that restricts or interferes with access to the abutting property; or creates a nuisance or hazard to public health, safety, or welfare; or increases traffic congestion or delay; or constitutes an obstruction for fire, police, or sanitation vehicles.
- (g) No advertisements, signs, neon signs, decorations or displays shall be placed in, on, or about the sidewalk café premises without the prior written approval of the City Building Inspector's Office.

- (h) No loud or unnecessary noises are permitted from the café. Music, from whatever source (acoustical, electric or other), is not allowed to be played on the premises outdoors between the hours of 12:00 midnight and 8:00 a.m.
- (i) Sidewalk cafés whether in the public sidewalk or street must be accessible to persons with physical disabilities and in full compliance with the Americans with Disabilities Act. At least one door into the café or restaurant must be a minimum of three (3) feet wide. In addition, an ADA accessible non-skid ramp may be required if there is a change in grade such as in the case of in street café areas. At least 5% but not less than one of the tables in the sidewalk café seating area must be accessible to people with disabilities. Accessible tables must be dispersed throughout the café seating area.
- (j) Sidewalk café boundaries must be constructed to provide cane detection for pedestrians who are blind or have visual impairments. A continuous uninterrupted fence or barricade meets this requirement if it has a continuous, firm barrier located 27 inches above ground or lower. If the fence or barricade is not continuous or if the barricade consists of posts or other objects connected by hanging ropes, chains or nylon strips, a detectable barrier must run continuously along the pedestrian side of the barricade or fence at a height of 27 inches or less.
- (k) Sidewalk café boundaries must be constructed so that they are free of objects that protrude more than 4 inches from the outer edge of the fence or barricade between 27 and 80 inches above the ground unless a corresponding barrier is positioned under the protruding object 27 inches above the ground or lower to provide for detection by canes used by people who are blind or have visual impairments. Examples of potential non-compliant protruding objects are hanging lanterns, large planters or flower boxes, signs or other objects mounted on or alongside the café fences or barricades.
- (l) The chairs, tables, services stations, and other items actually utilized by the permittee for the operation of the sidewalk café must reasonably coincide with the sidewalk café plan. Applicants may however operate with fewer tables and chairs than the number approved. Businesses may not operate with more tables and chairs than their license states. Every free-standing table used by the café counts as one, even when connected or combined with another table.
- (m) With the exception of canopies approved by the Building Inspector's Office, no items can extend over the edges of the café. Restrictions include, but are not limited to, umbrellas and valances. No advertising is permitted on the sidewalk café other than the name of the establishment on the valance of an awning.
- (n) Portable gas heaters are permitted in sidewalk cafés, subject to review and approval by the Building Inspector's Office and the Fire Department.
- (o) The permittee must ensure that by no later than 12:30 a.m. all patrons must be vacated from the sidewalk cafe and by no later than the closing of the establishment all furniture, utensils, containers or any other materials used in the operation of the sidewalk cafe or within the area used by the sidewalk cafe shall be removed from the sidewalk cafe area, provided that any railing, flooring or other support or enclosure used in the assembly, operation or enclosure of the sidewalk cafe may be allowed to remain on the sidewalk area if specifically permitted in the Building Inspector's approval of the sidewalk cafe plans.

- (p) The permittee must not serve no alcoholic beverages on or at any sidewalk cafe after 12:00 a.m. or before 8:00 a.m. All service of any kind whatsoever shall cease at 12:00 a.m. and not begin until 8:00 a.m.
- (q) The permittee must remove all sidewalk cafe structures by October 31 and not install prior to April 1 in any year for which a permit is granted.
- (r) At the termination of the permit, return the sidewalk café area to the City in as good condition as at the commencement of the term hereof, usual wear and tear, acts of God, or unavoidable accidents excepted.
- (s) All applicants must prominently display their Sidewalk Café Permit and the approval plan in the window or doors that look onto the street during all hours of operation, so that inspectors, the public, and the local community will all be aware of the correct operating conditions.
- (t) Comply with all other provisions of the Code of the City of Plattsburgh, state and federal regulations, including the Americans with Disabilities Act.

I acknowledge that I have read the relevant sections of Article VI of Chapter 233 of the City Code of the City of Plattsburgh regarding the regulation of sidewalk cafes and agree to abide by all requirements set forth above, and within the Code.

Applicant Carol B. McLain Signature

4/03/2019
Date

A. Applicable Fees:

Sidewalk Café Permit Application Fee (submit with Application):
Table(s) fee:
Parking Space Use Fee:

\$ 15.00
\$ 20.00/table × 17 = \$ 340
\$ 300/space × 4 = \$ 1200
4555.00

Attachments: Table of Sidewalk Dimensions
Definitions

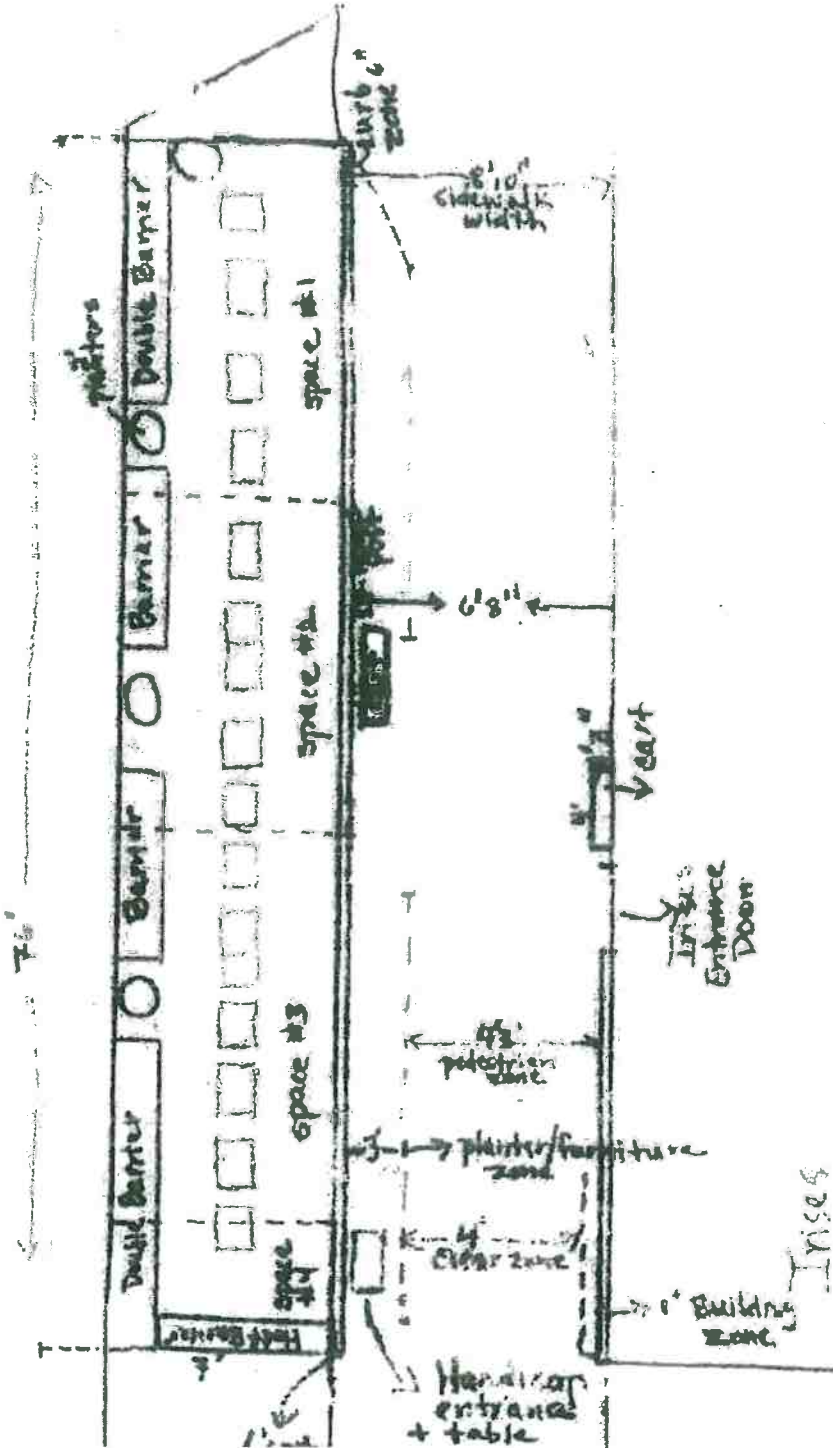
Statement of Purpose

The sidewalk/street café area will be used for Irises patrons to consume food and beverages (alcohol & non-alcohol) prepared and served by Irises staff members between the hours of 11:00am – 12:00am.

The outdoor seating area will be located in the 4 parking spaces in front of Irises' building, 18-24 City Hall Place. We place the concrete barriers (4 of which Irises owns) along the perimeter of spaces, leaving the white lane line visible. We place the end cap 5' barrier at the property line where Irises building ends (adjacent to AES), which only uses part of that parking space (still pay full \$300) and maintains room for a vehicle to be parked there.

North
→

City Hall Place



17 tables

Applicant: Irises Cafe



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/09/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

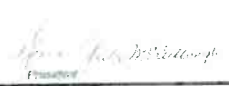
PRODUCER Northern Insuring Agency, Inc. 171 Margaret Street P. O. Box 789 Plattsburgh NY 12901-0709	CONTACT NAME: Sarah Cronk-Duquette PHONE (A/C, No, Ext): (518) 561-7000 FAX (A/C, No): (518) 561-0210 E-MAIL ADDRESS: sarahcd@northerninsuring.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Acadia Insurance Company</td> <td>31325</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Acadia Insurance Company	31325	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Acadia Insurance Company	31325													
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Carol B. Mclean 20-22 City Hall Place Plattsburgh NY 12901														

COVERAGES CERTIFICATE NUMBER: CL189616462 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC	SUBR	INSDD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Y		CPA0310911-19	09/30/2018	09/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY								\$ \$ \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$								EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

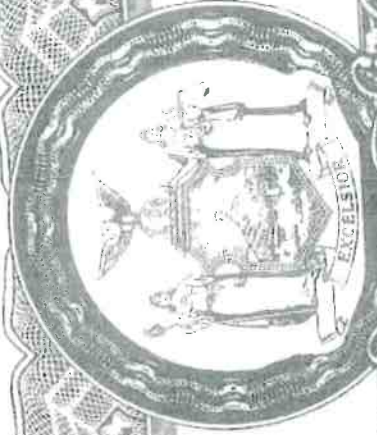
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is named as Additional Insured with respects to outdoor seating

CERTIFICATE HOLDER City of Plattsburgh 41 City Hall Place Plattsburgh NY 12901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

EFFECTIVE DATE: 11/21/2018
EXPIRATION DATE: 11/30/2020
CERTIFICATE #: 899582

ON-PREMISES LIQUOR LICENSE
SERIAL #: 2004203
COUNTY: CLINTON



NEW YORK STATE LIQUOR AUTHORITY

THE LICENSEE DESIGNATED BELOW IS HEREBY GRANTED PERMISSION, UNDER THE ALCOHOLIC BEVERAGE CONTROL LAW TO TRAFFIC IN ALCOHOLIC BEVERAGE PURSUANT TO THE TYPE OF LICENSE INDICATED IN THE UPPER LEFT HAND CORNER OF THIS CERTIFICATE AND ACCORDING TO THE STATUTES AND REGULATIONS PERTAINING THERETO.

THIS LICENSE SHALL NOT BE TRANSFERABLE TO ANY OTHER PERSON OR TO ANY OTHER PREMISES OR TO ANY OTHER PART OF THE BUILDING CONTAINING SUCH LICENSED PREMISES; IT SHALL NOT BE DEEMED A PROPERTY OR VESTED RIGHT AND MAY BE REVOKED AT ANY TIME PURSUANT TO LAW

METHOD OF OPERATION

RESTAURANT SERVING BEER CIDER WINE AND LIQUOR

FILING FEE \$90.00
LICENSE FEE \$1,792.00

CAROL B MCLEAN
IRISES CAFE & WINE BAR
20-22 CITY HALL PLACE
PLATTSBURGH NY 12901

Vincent G. Bradley
Vincent G. Bradley
Chairman

BEFORE COMMENCING OR DOING ANY BUSINESS FOR THE TIME FOR WHICH THIS LICENSE HAS BEEN ISSUED, THE SAID LICENSE SHALL BE ENCLOSED IN A SUITABLE WOOD OR METAL FRAME HAVING A CLEAR GLASS SPACE AND A SUBSTANTIAL WOOD OR METAL BACK SO THAT THE WHOLE OF SAID LICENSE MAY BE SEEN THEREIN, AND SHALL BE POSTED UP AND AT ALL TIMES DISPLAYED IN A CONSPICUOUS PLACE IN THE ROOM WHERE SUCH BUSINESS IS CARRIED ON, SO THAT ALL PERSONS VISITING SUCH PLACE MAY READILY SEE THE SAME.

Certificate No. B0899582



Application #
Olive Ridleys
2 parking
spaces

**CITY OF PLATTSBURGH
Sidewalk Cafe Permit Application**

Article VI of Chapter 233 of the City Code of the City of Plattsburgh provides the regulatory framework for the lawful operation of a sidewalk cafe on a public right-of-way in the City of Plattsburgh. The framework established in the Code is designed to promote the public interest by contributing to an active and attractive pedestrian environment. Reasonable regulation of sidewalk cafes is necessary to protect the public health, safety, and welfare, including the maintenance of pedestrian access while assisting the normal activities of a business.

It shall be unlawful to sell, or offer for sale, any food, beverage, merchandise, or service on any street, sidewalk, alley, City parking lot or other thoroughfare or public right-of-way without first obtaining the applicable sidewalk café permit. A “sidewalk café” means any portion of public sidewalks or streets in the City in which tables, chairs, and associated exterior property are placed for the sole purpose of patrons consuming food and/or beverages served by a food establishment adjacent to the public sidewalk property. A “sidewalk café permit” means a permit issued by the City Building Inspector for operation of a sidewalk cafe which meets all of the requirements of this section and all other applicable laws and ordinances of the city and all state and federal laws.

OVERVIEW OF SUBMITTAL REQUIREMENTS:

In relation to these goals, the Common Council requires the following as part of the Sidewalk Café Permit application package:

1. Sidewalk Café Plan set as described below.
2. Site Photographs.
3. Statement of Purpose/Liquor License.
4. Indemnification, Release and Hold Harmless Agreement. Form is attached.
5. Proof of Insurance evidencing coverage for the full term of the permit. Insurance requirements are attached.
6. Signed agreement to acknowledge and comply with the Sidewalk Café rules of operation. Agreement attached.
7. Payment of application fee, permit fee and user fee, where applicable.
8. Applicant Information Sheet.

1. Sidewalk Cafe Plan

Each applicant for a sidewalk cafe permit shall submit two copies of the plans for a sidewalk café to the City of Plattsburgh Building Inspector’s Office, 41 City Hall Place, Plattsburgh, NY 12901, together with a nonrefundable fee of \$15. Such plans shall show:

A legible site plan including the following information:

- North Arrow.
- Site plan with clearly identified and accurate measurements.
- Name of adjoining street(s).
- Width of adjacent sidewalk.
- Location of property lines and dimensions of sidewalk proposed for the sidewalk cafe area.
- Location of existing improvements (e.g. utility poles, fire hydrants, bike racks, traffic signs, sign posts, tree pits/grates, etc.) showing the distance of each to the sidewalk café area.
- Pedestrian Zone, Building Zone, Curb Zone Planter / Furniture Zone as defined in Article VI of Chapter 233 of the City Code of the City of Plattsburgh.
- Sidewalk width remaining for clear path of travel and (if applicable) the number of parking spaces requested for the sidewalk café.
- Location and dimensions of any proposed improvements associated with the sidewalk café such, but not necessarily limited to, tables, seating, fencing, barriers, signs, etc. If there are any sidewalk grates / vents within the proposed area of the Sidewalk Café, the grates / vents need to be identified on the plan and shown on the plan as part of the clearance.
- Location of building entrances and zoning classification for site.

Please note that a table of sidewalk dimensions is available for review at the City Building Inspector's Office.

A. Photographs

Each applicant for a sidewalk café permit shall submit two copies of photographs showing the front of the proposed building, street and sidewalk and the front of immediately adjacent properties.

B. Statement of Purpose/Liquor License

Each applicant for a sidewalk café permit shall submit a statement of purpose describing in detail how the use will be conducted, the type of items intended to be consumed on premises, and the hours of operation (particularly the hours that the area is to be occupied as a sidewalk café). If alcoholic beverages are intended to be served at the sidewalk café, the applicant must provide a valid liquor license from the State of New York. If the applicant is seeking to occupy parking spaces, the number and location of the proposed spaces shall be identified and the applicant shall also indicate whether it owns the concrete barriers.

C. Indemnification Agreement


WHEREAS, the undersigned desires to maintain a sidewalk cafe on a portion of the public sidewalk and/or street in the City of Plattsburgh; and

WHEREAS, the City of Plattsburgh may permit the undersigned to maintain such an area, provided that the City shall not thereby incur the risk of any liabilities to the undersigned, or to any third party or employee of the undersigned, by virtue of the presence or actions of the undersigned;

NOW, THEREFORE, the undersigned agrees to release, indemnify, defend and hold harmless the City of Plattsburgh, its officers, employees and agents against any and all loss, liability, damage, claims, costs, attorney's fees, and expenses which it may hereafter incur as a result of the undersigned's operation of the sidewalk cafe. The undersigned shall at his or her own expense, appear, defend, and pay all attorney's fees, and all costs and other expenses arising therefrom or incurred in connection with the undersigned's operation of the sidewalk cafe. If any judgments shall be rendered against the City in any such action, the undersigned shall satisfy and discharge the same excluding only such claims, demands or losses, which result from the sole negligence of the City of Plattsburgh or its officers, agents or employees.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE AND HOLD HARMLESS AGREEMENT, AND A CONTRACT BETWEEN THE CITY OF PLATTSBURGH AND ME, AND I SIGN IT OF MY FREE WILL.

Signed at Plattsburgh, NY this 3 day of April, 2019.
(City, state)



Signature

Matthew C Spiegel

Name (Please Print)

President

Title

37 Court St

Address

Plattsburgh, NY 12901

City, State, Zip

matrspiegel@charter.net

Email addresses

518-593-5200

Phone number

D. Proof of Insurance

Licensee shall obtain general liability insurance for the term of this license agreement in the amount of one million dollars (\$1,000,000) per occurrence with a two million dollar (\$2,000,000) general aggregate. The general liability insurance certificate shall name the City as an additional insured and provide for a thirty (30) day notice of cancellation to the City.

E. Agreement to Acknowledge and Comply with the Sidewalk Café Rules of Operation

Applicant acknowledges the following standards and rules of operation and agrees that any Sidewalk Café Permit shall be subject to the following requirements:

- (a) A minimum clear path of travel within the pedestrian zone is required on all public sidewalks. The clear path of travel shall fall entirely within the pedestrian zone as defined in Article VI of Chapter 233 of the City Code of the City of Plattsburgh and shall remain free from obstructions of any kind. The minimum clear path of travel shall be five (5) feet on the sidewalk within the pedestrian zone free and clear of any obstructions unless otherwise indicated herein, and be clear of any tables or other property, and applicant shall not use any of said sidewalk area in the exercise of privileges granted herein, except to pass to and from the sidewalk café; however, applicant use may at no time obstruct access to the clear path of travel. Cords, electric cords, strings and lights may not be strung over or be placed on the pedestrian zone. The permittee is responsible for ensuring that the sidewalk café activity does not encroach into the roadway or cause pedestrians to divert from the pedestrian zone.
- (b) At least one accessible route shall connect the outdoor café to the public sidewalk. It is at least 36 inches wide at all points (maximum of five (5) feet), except doorways (measured when patrons are seated).
- (c) The proposed sidewalk café shall be sited to provide an unobstructed corner-curb radius area.
- (d) A wider clear path of travel may be required by the City Building Inspector's Office to provide for pedestrian passage, traffic management, or for any other public-use purpose.
- (e) The permittee must make sure the sidewalk café is kept clean and clear of any trash or refuse, paper and other waste including during special events held by other organizations. All freestanding planters, fences, or railings must be self-supporting, no higher than 30 inches, and not be permanently attached to the public right-of-way.
- (f) The permittee shall not operate the sidewalk café in a way that restricts or interferes with access to the abutting property; or creates a nuisance or hazard to public health, safety, or welfare; or increases traffic congestion or delay; or constitutes an obstruction for fire, police, or sanitation vehicles.
- (g) No advertisements, signs, neon signs, decorations or displays shall be placed in, on, or about the sidewalk café premises without the prior written approval of the City Building Inspector's Office.

- (h) No loud or unnecessary noises are permitted from the café. Music, from whatever source (acoustical, electric or other), is not allowed to be played on the premises outdoors between the hours of 12:00 midnight and 8:00 a.m.
- (i) Sidewalk cafés whether in the public sidewalk or street must be accessible to persons with physical disabilities and in full compliance with the Americans with Disabilities Act. At least one door into the café or restaurant must be a minimum of three (3) feet wide. In addition, an ADA accessible non-skid ramp may be required if there is a change in grade such as in the case of in street café areas. At least 5% but not less than one of the tables in the sidewalk café seating area must be accessible to people with disabilities. Accessible tables must be dispersed throughout the café seating area.
- (j) Sidewalk café boundaries must be constructed to provide cane detection for pedestrians who are blind or have visual impairments. A continuous uninterrupted fence or barricade meets this requirement if it has a continuous, firm barrier located 27 inches above ground or lower. If the fence or barricade is not continuous or if the barricade consists of posts or other objects connected by hanging ropes, chains or nylon strips, a detectable barrier must run continuously along the pedestrian side of the barricade or fence at a height of 27 inches or less.
- (k) Sidewalk café boundaries must be constructed so that they are free of objects that protrude more than 4 inches from the outer edge of the fence or barricade between 27 and 80 inches above the ground unless a corresponding barrier is positioned under the protruding object 27 inches above the ground or lower to provide for detection by canes used by people who are blind or have visual impairments. Examples of potential non-compliant protruding objects are hanging lanterns, large planters or flower boxes, signs or other objects mounted on or alongside the café fences or barricades.
- (l) The chairs, tables, services stations, and other items actually utilized by the permittee for the operation of the sidewalk café must reasonably coincide with the sidewalk café plan. Applicants may however operate with fewer tables and chairs than the number approved. Businesses may not operate with more tables and chairs than their license states. Every free-standing table used by the café counts as one, even when connected or combined with another table.
- (m) With the exception of canopies approved by the Building Inspector's Office, no items can extend over the edges of the café. Restrictions include, but are not limited to, umbrellas and valances. No advertising is permitted on the sidewalk café other than the name of the establishment on the valance of an awning.
- (n) Portable gas heaters are permitted in sidewalk cafés, subject to review and approval by the Building Inspector's Office and the Fire Department.
- (o) The permittee must ensure that by no later than 12:30 a.m. all patrons must be vacated from the sidewalk café and by no later than the closing of the establishment all furniture, utensils, containers or any other materials used in the operation of the sidewalk café or within the area used by the sidewalk café shall be removed from the sidewalk café area, provided that any railing, flooring or other support or enclosure used in the assembly, operation or enclosure of the sidewalk café may be allowed to remain on the sidewalk area if specifically permitted in the Building Inspector's approval of the sidewalk café plans.

- (p) The permittee must not serve no alcoholic beverages on or at any sidewalk cafe after 12:00 a.m. or before 8:00 a.m. All service of any kind whatsoever shall cease at 12:00 a.m. and not begin until 8:00 a.m.
- (q) The permittee must remove all sidewalk cafe structures by October 31 and not install prior to April 1 in any year for which a permit is granted.
- (r) At the termination of the permit, return the sidewalk café area to the City in as good condition as at the commencement of the term hereof, usual wear and tear, acts of God, or unavoidable accidents excepted.
- (s) All applicants must prominently display their Sidewalk Café Permit and the approval plan in the window or doors that look onto the street during all hours of operation, so that inspectors, the public, and the local community will all be aware of the correct operating conditions.
- (t) Comply with all other provisions of the Code of the City of Plattsburgh, state and federal regulations, including the Americans with Disabilities Act.

I acknowledge that I have read the relevant sections of Article VI of Chapter 233 of the City Code of the City of Plattsburgh regarding the regulation of sidewalk cafes and agree to abide by all requirements set forth above, and within the Code.

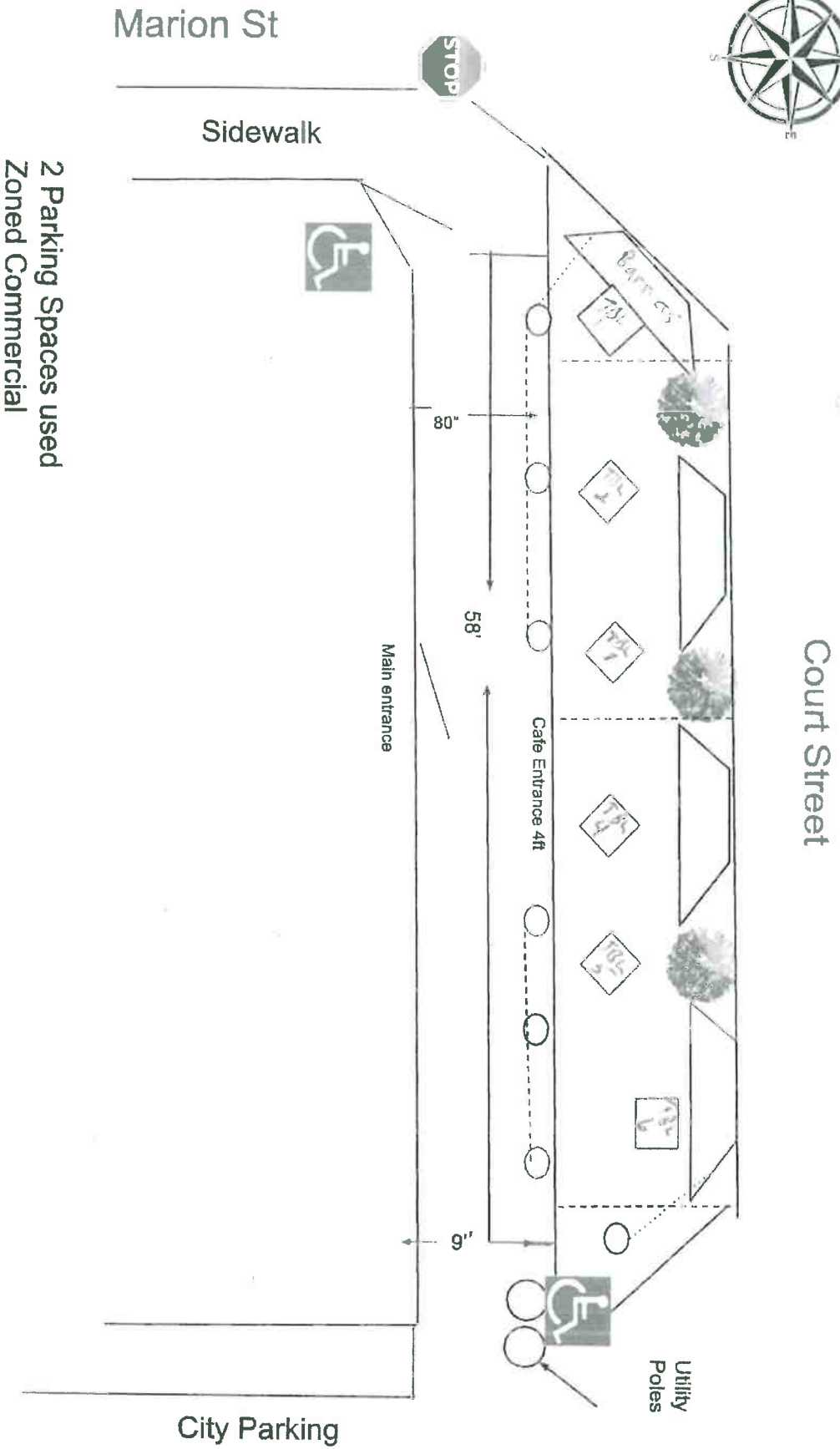
		4/3/19
Applicant	Signature	Date

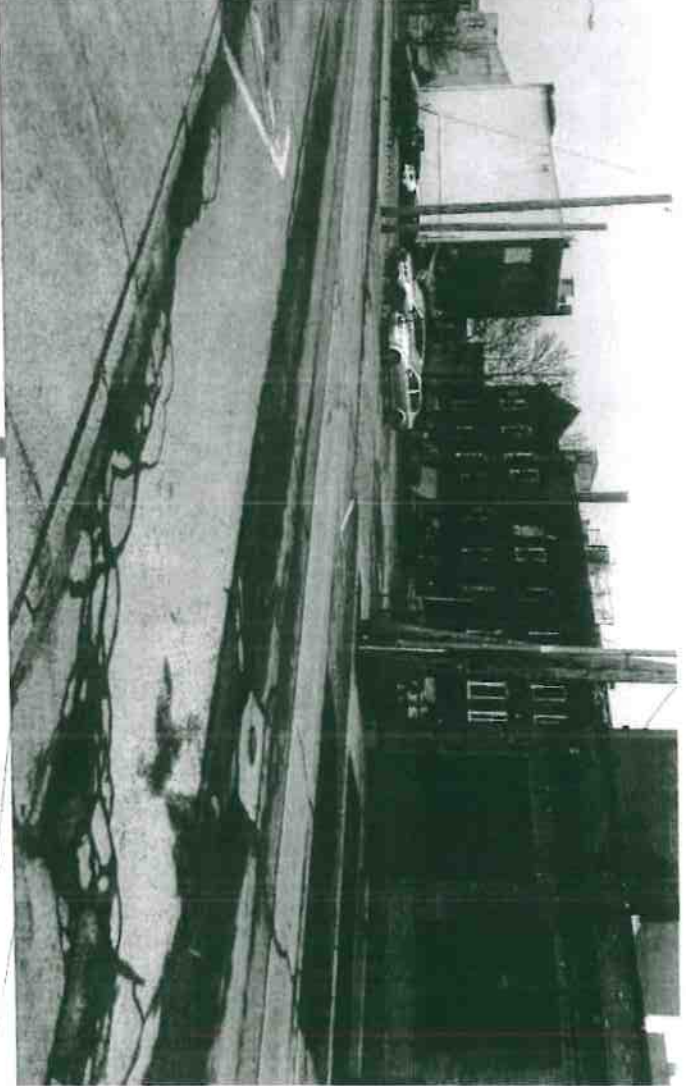
A. Applicable Fees:

Sidewalk Café Permit Application Fee (submit with Application):	\$ 15.00
Table(s) fee:	\$ 20.00/table
Parking Space Use Fee:	\$ 300/space

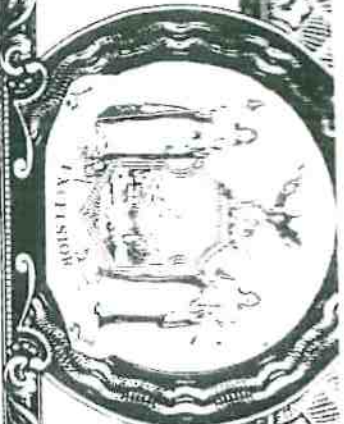
Attachments: Table of Sidewalk Dimensions
Definitions

Olive Ridley's 37 Court St Outdoor Cafe Seating 2019





ON-PREMISE LIQUOR LICENSE
SERIAL # 2115211
COUNTY CLINTON



EFFECTIVE DATE: 11/26/2018
EXPIRATION DATE: 11/30/2020
CERTIFICATE #: 899682

NEW YORK STATE LIQUOR AUTHORITY

THE LICENSE IS GRANTED TO YOU SUBJECT TO THE FOLLOWING CONDITIONS: UNDER THE ALCOHOLIC BEVERAGE CONTROL LAW TO TRAFFIC IN ALCOHOLIC BEVERAGES (INCLUDING BUT NOT LIMITED TO THE TYPE OF LICENSE INDICATED IN THE UPPER LEFT HAND CORNER OF THIS CERTIFICATE AND ACCORDING TO THE STATUTE AND REGULATIONS PERTAINING THERE TO.

THIS LICENSE IS NOT TO TRANSFER TO ANY OTHER PERSON OR TO ANY OTHER PREMISES OR TO ANY OTHER PART OF THE PREMISES CONTAINING SUCH LICENSED PREMISES. IT SHALL NOT BE DEEMED A PROPERTY OR VESTED RIGHT AND MAY BE REVOKED AT ANY TIME PURSUANT TO LAW.

METHOD OF OPERATION
RESTAURANT SERVING BEER, WINE & LIQUOR CIDER

PAUL, DANIEL, LOVE & RECORDED MUSIC

PAUL LLC
17 COURT STREET
PLATTSBURGH NY 12901

FILING FEE \$90.00
LICENSE FEE \$1,792.00

Vincent G. Bradley
Vincent G. Bradley
Chairman

BEFORE I CAN BE ISSUED OR BEING ANY LICENSE FOR THE TIME FOR WHICH THIS LICENSE HAS BEEN ISSUED, THE SAID LICENSEE SHALL BE PROVIDED A SUBSTANTIAL WORK AREA (AT LEAST) LEAVING A CLEAR GLASS SPACE AND A SUBSTANTIAL WOOD OR METAL BACK SO THAT THE WORDS OF THIS LICENSE MAY BE SEEN THEREIN, AND SHALL BE POSTED UP AND AT ALL TIMES DISPLAYED IN A CONSPICUOUS PLACE IN THE ROOM WHERE THE LICENSEE IS TO BE OPERATED, SO THAT ALL PERSONS VISITING SUCH PLACE MAY READILY SEE THE SAME.

Certificate No. B0899682



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/09/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: NBT Insurance Agency LLC, 66 South Broad Street, Norwich, NY 13815. CONTACT NAME: Wayne Weaver, PHONE: (607) 231-6139, FAX: (607) 334-4162, E-MAIL ADDRESS: wayne.weaver@nbtinsurance.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Dryden Mutual Insurance Company (13919), INSURER B: Phoenix Insurance Company (25623).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for Commercial General Liability (SMP00011068-05) and Workers Compensation and Employers' Liability (UB6J473216).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Outdoor Seating

CERTIFICATE HOLDER: City of Plattsburgh, 41 City Hall Place, Plattsburgh, NY 12901. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Brian A. Pini

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name and address of Insured (Use street address only)</p> <p>Majo, LLC dba Olive Ridley's 37 Court Street Plattsburgh, NY 12901</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured (518) 562-4677</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured 9071</p> <p>1d. Federal Employer Identification Number of Insured 20-5743319</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>City of Plattsburgh 41 City Hall Place Plattsburgh, NY 12901</p>	<p>3a. Name of Insurance Carrier Phoenix Insurance Company</p> <p>3b. Policy Number of entity listed in box "1a" UB6J473216</p> <p>3c. Policy effective period: 11/1/2018 to 11/1/2019</p> <p>3d. The Proprietor, Partners or Executive Officers are: (X) included (only check here if all partners/officers included) () all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

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 policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved
by:

George Busch; NBT Insurance Agency LLC

(Print name of authorized representative or licensed agent of insurance carrier)

(Signature)
(Date) Approved
by:



4/9/2019

Title:

Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: (800) 965-6264

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



Plattsburgh

Application #
4176

North Country
Coop

1 parking
space

**CITY OF PLATTSBURGH
Sidewalk Cafe Permit Application**

Article VI of Chapter 233 of the City Code of the City of Plattsburgh provides the regulatory framework for the lawful operation of a sidewalk cafe on a public right-of-way in the City of Plattsburgh. The framework established in the Code is designed to promote the public interest by contributing to an active and attractive pedestrian environment. Reasonable regulation of sidewalk cafes is necessary to protect the public health, safety, and welfare, including the maintenance of pedestrian access while assisting the normal activities of a business.

It shall be unlawful to sell, or offer for sale, any food, beverage, merchandise, or service on any street, sidewalk, alley, City parking lot or other thoroughfare or public right-of-way without first obtaining the applicable sidewalk café permit. A "sidewalk café" means any portion of public sidewalks or streets in the City in which tables, chairs, and associated exterior property are placed for the sole purpose of patrons consuming food and/or beverages served by a food establishment adjacent to the public sidewalk property. A "sidewalk café permit" means a permit issued by the City Building Inspector for operation of a sidewalk cafe which meets all of the requirements of this section and all other applicable laws and ordinances of the city and all state and federal laws.

OVERVIEW OF SUBMITTAL REQUIREMENTS:

In relation to these goals, the Common Council requires the following as part of the Sidewalk Café Permit application package:

1. Sidewalk Café Plan set as described below.
2. Site Photographs.
3. Statement of Purpose/Liquor License.
4. Indemnification, Release and Hold Harmless Agreement. Form is attached.
5. Proof of Insurance evidencing coverage for the full term of the permit. Insurance requirements are attached.
6. Signed agreement to acknowledge and comply with the Sidewalk Café rules of operation. Agreement attached.
7. Payment of application fee, permit fee and user fee, where applicable.
8. Applicant Information Sheet.

1. Sidewalk Cafe Plan

Each applicant for a sidewalk cafe permit shall submit two copies of the plans for a sidewalk café to the City of Plattsburgh Building Inspector's Office, 41 City Hall Place, Plattsburgh, NY 12901, together with a nonrefundable fee of \$15. Such plans shall show:

A legible site plan including the following information:

- North Arrow.
- Site plan with clearly identified and accurate measurements.
- Name of adjoining street(s).
- Width of adjacent sidewalk.
- Location of property lines and dimensions of sidewalk proposed for the sidewalk café area.
- Location of existing improvements (e.g. utility poles, fire hydrants, bike racks, traffic signs, sign posts, tree pits/grates, etc.) showing the distance of each to the sidewalk café area.
- Pedestrian Zone, Building Zone, Curb Zone Planter / Furniture Zone as defined in Article VI of Chapter 233 of the City Code of the City of Plattsburgh.
- Sidewalk width remaining for clear path of travel and (if applicable) the number of parking spaces requested for the sidewalk café.
- Location and dimensions of any proposed improvements associated with the sidewalk café such, but not necessarily limited to, tables, seating, fencing, barriers, signs, etc. If there are any sidewalk grates / vents within the proposed area of the Sidewalk Café, the grates / vents need to be identified on the plan and shown on the plan as part of the clearance.
- Location of building entrances and zoning classification for site.

Please note that a table of sidewalk dimensions is available for review at the City Building Inspector's Office.

A. Photographs

Each applicant for a sidewalk café permit shall submit two copies of photographs showing the front of the proposed building, street and sidewalk and the front of immediately adjacent properties.

B. Statement of Purpose/Liquor License

Each applicant for a sidewalk café permit shall submit a statement of purpose describing in detail how the use will be conducted, the type of items intended to be consumed on premises, and the hours of operation (particularly the hours that the area is to be occupied as a sidewalk café). If alcoholic beverages are intended to be served at the sidewalk café, the applicant must provide a valid liquor license from the State of New York. If the applicant is seeking to occupy parking spaces, the number and location of the proposed spaces shall be identified and the applicant shall also indicate whether it owns the concrete barriers.

C. Indemnification Agreement


WHEREAS, the undersigned desires to maintain a sidewalk café on a portion of the public sidewalk and/or street in the City of Plattsburgh; and

WHEREAS, the City of Plattsburgh may permit the undersigned to maintain such an area, provided that the City shall not thereby incur the risk of any liabilities to the undersigned, or to any third party or employee of the undersigned, by virtue of the presence or actions of the undersigned;

NOW, THEREFORE, the undersigned agrees to release, indemnify, defend and hold harmless the City of Plattsburgh, its officers, employees and agents against any and all loss, liability, damage, claims, costs, attorney's fees, and expenses which it may hereafter incur as a result of the undersigned's operation of the sidewalk cafe. The undersigned shall at his or her own expense, appear, defend, and pay all attorney's fees, and all costs and other expenses arising therefrom or incurred in connection with the undersigned's operation of the sidewalk cafe. If any judgments shall be rendered against the City in any such action, the undersigned shall satisfy and discharge the same excluding only such claims, demands or losses, which result from the sole negligence of the City of Plattsburgh or its officers, agents or employees.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE AND HOLD HARMLESS AGREEMENT, AND A CONTRACT BETWEEN THE CITY OF PLATTSBURGH AND ME, AND I SIGN IT OF MY FREE WILL.

Signed at Plattsburgh, NY this 8 day of April, 2019.
(city, state)


Signature
Ryan Demers
Name (Please Print)
General Manager
Title
25 Bridge St
Address
Plattsburgh, NY 12901
City, State, Zip
ryan@northcountryfoodcoop.com
Email addresses
518-561-5904
Phone number

D. Proof of Insurance

Licensee shall obtain general liability insurance for the term of this license agreement in the amount of one million dollars (\$1,000,000) per occurrence with a two million dollar (\$2,000,000) general aggregate. The general liability insurance certificate shall name the City as an additional insured and provide for a thirty (30) day notice of cancellation to the City.

E. Agreement to Acknowledge and Comply with the Sidewalk Cafe Rules of Operation

Applicant acknowledges the following standards and rules of operation and agrees that any Sidewalk Café Permit shall be subject to the following requirements:

- (a) A minimum clear path of travel within the pedestrian zone is required on all public sidewalks. The clear path of travel shall fall entirely within the pedestrian zone as defined in Article VI of Chapter 233 of the City Code of the City of Plattsburgh and shall remain free from obstructions of any kind. The minimum clear path of travel shall be five (5) feet on the sidewalk within the pedestrian zone free and clear of any obstructions unless otherwise indicated herein, and be clear of any tables or other property, and applicant shall not use any of said sidewalk area in the exercise of privileges granted herein, except to pass to and from the sidewalk café; however, applicant use may at no time obstruct access to the clear path of travel. Cords, electric cords, strings and lights may not be strung over or be placed on the pedestrian zone. The permittee is responsible for ensuring that the sidewalk café activity does not encroach into the roadway or cause pedestrians to divert from the pedestrian zone.
- (b) At least one accessible route shall connect the outdoor café to the public sidewalk. It is at least 36 inches wide at all points (maximum of five (5) feet), except doorways (measured when patrons are seated).
- (c) The proposed sidewalk café shall be sited to provide an unobstructed corner-curb radius area.
- (d) A wider clear path of travel may be required by the City Building Inspector's Office to provide for pedestrian passage, traffic management, or for any other public-use purpose.
- (e) The permittee must make sure the sidewalk café is kept clean and clear of any trash or refuse, paper and other waste including during special events held by other organizations. All freestanding planters, fences, or railings must be self-supporting, no higher than 30 inches, and not be permanently attached to the public right-of-way.
- (f) The permittee shall not operate the sidewalk café in a way that restricts or interferes with access to the abutting property; or creates a nuisance or hazard to public health, safety, or welfare; or increases traffic congestion or delay; or constitutes an obstruction for fire, police, or sanitation vehicles.
- (g) No advertisements, signs, neon signs, decorations or displays shall be placed in, on, or about the sidewalk café premises without the prior written approval of the City Building Inspector's Office.

- (h) No loud or unnecessary noises are permitted from the café. Music, from whatever source (acoustical, electric or other), is not allowed to be played on the premises outdoors between the hours of 12:00 midnight and 8:00 a.m.
- (i) Sidewalk cafés whether in the public sidewalk or street must be accessible to persons with physical disabilities and in full compliance with the Americans with Disabilities Act. At least one door into the café or restaurant must be a minimum of three (3) feet wide. In addition, an ADA accessible non-skid ramp may be required if there is a change in grade such as in the case of in street café arcas. At least 5% but not less than one of the tables in the sidewalk café seating area must be accessible to people with disabilities. Accessible tables must be dispersed throughout the café seating area.
- (j) Sidewalk café boundaries must be constructed to provide cane detection for pedestrians who are blind or have visual impairments. A continuous uninterrupted fence or barricade meets this requirement if it has a continuous, firm barrier located 27 inches above ground or lower. If the fence or barricade is not continuous or if the barricade consists of posts or other objects connected by hanging ropes, chains or nylon strips, a detectable barrier must run continuously along the pedestrian side of the barricade or fence at a height of 27 inches or less.
- (k) Sidewalk café boundaries must be constructed so that they are free of objects that protrude more than 4 inches from the outer edge of the fence or barricade between 27 and 80 inches above the ground unless a corresponding barrier is positioned under the protruding object 27 inches above the ground or lower to provide for detection by canes used by people who are blind or have visual impairments. Examples of potential non-compliant protruding objects are hanging lanterns, large planters or flower boxes, signs or other objects mounted on or alongside the café fences or barricades.
- (l) The chairs, tables, services stations, and other items actually utilized by the permittee for the operation of the sidewalk café must reasonably coincide with the sidewalk café plan. Applicants may however operate with fewer tables and chairs than the number approved. Businesses may not operate with more tables and chairs than their license states. Every free-standing table used by the café counts as one, even when connected or combined with another table.
- (m) With the exception of canopies approved by the Building Inspector's Office, no items can extend over the edges of the café. Restrictions include, but are not limited to, umbrellas and valances. No advertising is permitted on the sidewalk café other than the name of the establishment on the valance of an awning.
- (n) Portable gas heaters are permitted in sidewalk cafés, subject to review and approval by the Building Inspector's Office and the Fire Department.
- (o) The permittee must ensure that by no later than 12:30 a.m. all patrons must be vacated from the sidewalk cafe and by no later than the closing of the establishment all furniture, utensils, containers or any other materials used in the operation of the sidewalk cafe or within the area used by the sidewalk cafe shall be removed from the sidewalk cafe area, provided that any railing, flooring or other support or enclosure used in the assembly, operation or enclosure of the sidewalk cafe may be allowed to remain on the sidewalk area if specifically permitted in the Building Inspector's approval of the sidewalk cafe plans.

- (p) The permittee must not serve no alcoholic beverages on or at any sidewalk cafe after 12:00 a.m. or before 8:00 a.m. All service of any kind whatsoever shall cease at 12:00 a.m. and not begin until 8:00 a.m.
- (q) The permittee must remove all sidewalk cafe structures by October 31 and not install prior to April 1 in any year for which a permit is granted.
- (r) At the termination of the permit, return the sidewalk café area to the City in as good condition as at the commencement of the term hereof, usual wear and tear, acts of God, or unavoidable accidents excepted.
- (s) All applicants must prominently display their Sidewalk Café Permit and the approval plan in the window or doors that look onto the street during all hours of operation, so that inspectors, the public, and the local community will all be aware of the correct operating conditions.
- (t) Comply with all other provisions of the Code of the City of Plattsburgh, state and federal regulations, including the Americans with Disabilities Act.

I acknowledge that I have read the relevant sections of Article VI of Chapter 233 of the City Code of the City of Plattsburgh regarding the regulation of sidewalk cafes and agree to abide by all requirements set forth above, and within the Code.



4/8/14
 Applicant Signature Date

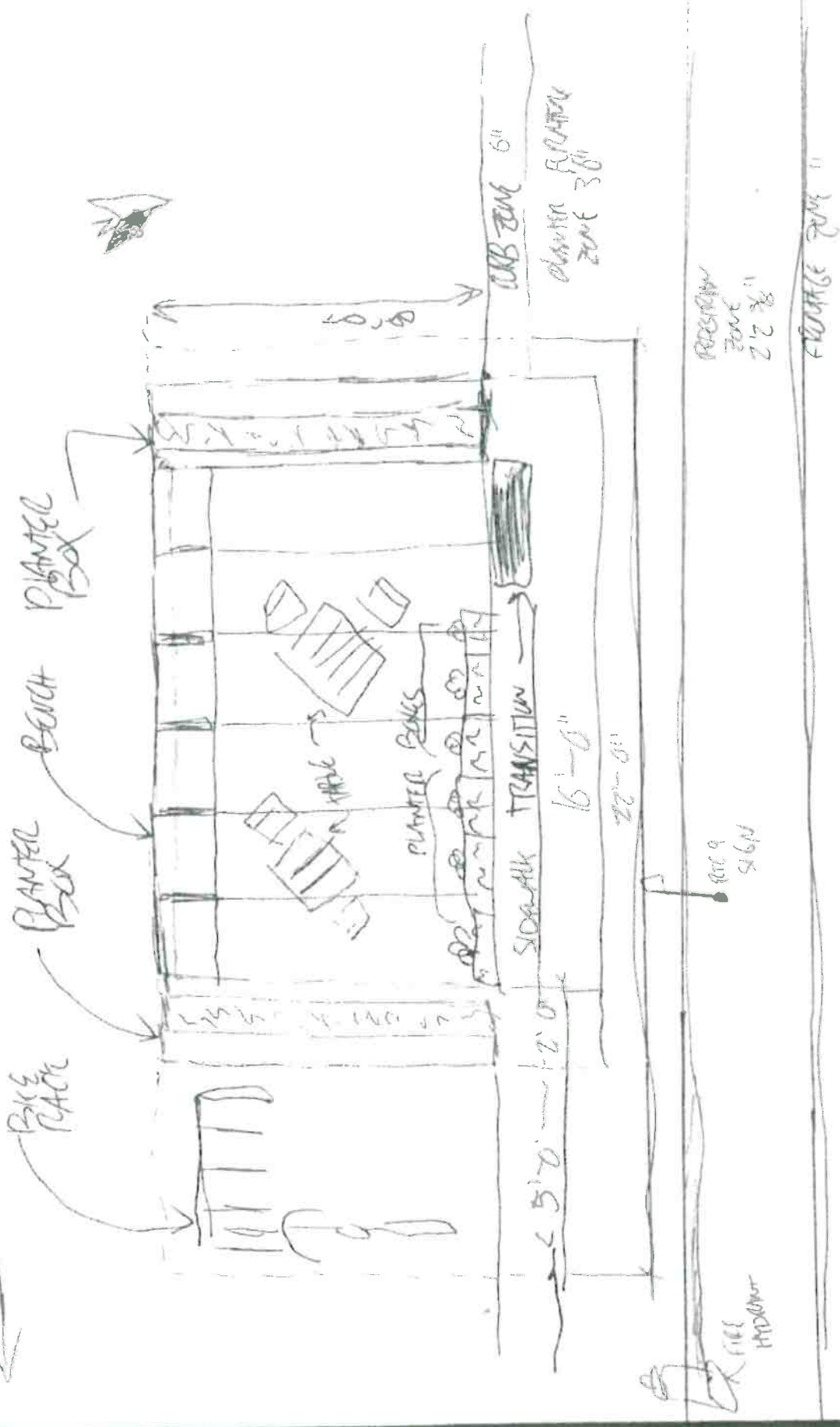
A. Applicable Fees:

Sidewalk Café Permit Application Fee (submit with Application):	\$ 15.00
Table(s) fee:	\$ 20.00/table
Parking Space Use Fee:	\$ 300/space

Attachments: Table of Sidewalk Dimensions
 Definitions

NORTH COUNTY FOOD COURT PARKLET PLAN

BRIDGE ST →



11 BRIDGE ST
ZONING C

11 BRIDGE ST
ZONING C

11 BRIDGE ST
ZONING C

Statement of Purpose for Sidewalk Cafe

The **North Country Food Co-op** is a community owned natural foods market located in downtown Plattsburgh.

Founded in 1974 as a cooperative, the **Co-op** is run by its members and employs business practices that promote sustainable communities, organic and fair trade farming, small business, and local farmers and artisans.

Our store offers an in-house deli section, which includes sandwiches, soups, drinks, desserts and a salad bar. Our sidewalk café will provide a casual outdoor seating area for our customers to consume these offerings. In addition, our area is also open to the general public as a place to sit and socialize, read or sit quietly. We also plan to offer small live music shows on the weekends.

Our area is available for use during our store hours - weekdays from 8:30-7:00 and weekends from 9:00 to 7:00. We will not be serving alcohol. Our area takes up one parking space, directly in front of our 21 Bridge Street location. We own two water-filled jersey barriers that we will use on either end of our café. The side parallel to the storefront on the street side is a sturdy wooden bench structure.

1- space
2- tables





Plattsburgh, New York

Jonathan P. Ruff, P.E.
Environmental Manager

53 Green Street
Plattsburgh, NY 12901
Phone: 518-536-7519

ruffi@cityofplattsburgh-nv.gov

April 9, 2019

To: Mayor Read and Members of the Common Council

Fr: Jonathan Ruff

Re: Drinking Water Valve Rehabilitation Project
Schnabel Engineering

The valves at the reservoirs and raw water transmission lines leading to the treatment plant are in need of rehabilitation. Some of the work will be coordinated and managed in-house but engineering assistance will be needed. Attached is a scope of work from Schnabel Engineering to provide the assistance. Their tasks include:

1. Project Management and Meeting Assistance
2. Valve Asset Database and Schematic Drawings
3. Field Inspection and Operational Testing for Valves at Westbrooks and Mill C
4. Assistance for Select Valve Replacements at Mead
5. Assistance for Implementing Blow-Off Valve at Mead

The total estimated cost is \$55,000.

It is respectfully requested that the Common Council agree to and authorize the execution of the April 9, 2019 agreement with Schnabel Engineering on a time and expense basis not to exceed \$55,000. The source of funds will be the Capital Project H8320.68. Since this capital project is about 10 years old, it will be closed once the existing appropriation is depleted and a new capital project established to move into construction.

Please contact me if you have any questions.

ec: Richard Marks



April 9, 2019

Jonathan P. Ruff, P.E.
Environmental Manager, City of Plattsburgh
41 City Hall Place
Plattsburgh, NY 12901

**Subject: Valve Rehabilitation Project for the Plattsburgh Source Water Supply
(Schnabel Reference 19P25000.00)**

Dear Mr. Ruff:

SCHNABEL ENGINEERING OF NEW YORK is pleased to submit this proposal to the City of Plattsburgh (City) for professional engineering services related to the Valve Rehabilitation Project at Mead Reservoir, the Westbrook Reservoirs, and Mill C Intake.

The scope of services proposed herein includes:

- Development of an asset database for your source water supply valves
- Schematic drawings for your source water supply system, with a focus on piping and valves
- Field inspection and operational testing for the source water supply valves at Westbrook Reservoirs and the Mill C Intake
- Engineering assistance for implementing select valve replacements at Mead Reservoir
- Engineering assistance for implementing a blow-off valve at Mead Reservoir

PROJECT UNDERSTANDING

The City's water supply system utilizes three upland gravity surface water sources to supply drinking water to the City. These are; the Mead Reservoir, the Westbrook Reservoirs, and the Mill C Intake on the Saranac River.

- **Mead Reservoir** is the City's primary water source. It impounds Beartown Brook and West Brook, and is located approximately five miles west of the City. Mead stores approximately 475 million gallons of water at normal pool, and has a watershed size of approximately 6.6 square miles.
- **Westbrook Reservoirs** serve as a backup water source. They are two impoundments on Sandburn Brook and Patterson Brook, located approximately one mile southwest of Mead Reservoir. The Upper Westbrook Reservoir (Westbrook No. 2, also known as Patterson

City of Plattsburgh

Valve Rehabilitation Project for the Plattsburgh Source Water Supply

Reservoir) is the larger of the two impoundments, storing approximately 83 million gallons at normal pool, with a watershed size of approximately 8.3 square miles. Lower Westbrook Reservoir (Westbrook No. 1) is located immediately downstream of the Upper Westbrook Reservoir and impounds approximately 9 million gallons at normal pool. It has a small local watershed of approximately 0.15 square miles and receives inflows from Upper Westbrook Reservoir.

- **Mill C Intake** is a run of river impoundment on the Saranac River, located approximately eight miles west of the City, which can serve as an additional backup water supply. The 55 ft tall dam impounds approximately 70 million gallons at normal pool, and the Saranac River at this location has a watershed area of approximately 581 square miles.

The source water supply system includes gravity pipeline connections between Mill C and Upper Westbrook, as well as a connection between Upper Westbrook and Mead:

- **Mill C to Upper Westbrook Connection** is an 18-inch cast iron pipeline that is approximately 6,630 ft in length, based on limited available drawings. The centerline of the Mill C intake is estimated to be at approximately EL 644.6 (NGVD 1929) and discharges to Upper Westbrook, which has a spillway elevation of approximately EL 596.5 (NGVD 1929). Based on FEMA floodplain modeling, the primary spillway at Mill C has an elevation of approximately EL 649.1 (NGVD 1929). Along the pipeline there are gate valves at the upstream and downstream ends, as well as four air relief valves and two blow-offs. Note that the available drawings also included a sheet that showed a 14-inch line between Mill C and Upper Westbrook; the correct size will need to be confirmed as part of this project.
- **Upper Westbrook to Mead Connection** is also an 18-inch cast iron pipeline that is approximately 6,000 ft in length, based on limited drawings. A 2009 field survey of Upper Westbrook lists an invert elevation at the diversion structure of EL 590.8 and a 2009 survey of Mead shows an outfall elevation of EL 535.0. Along the pipeline there are gate valves at the upstream and downstream ends, as well as four air relief valves and one blow-off.

The goal of the proposed project is to identify and catalog the water supply valves that were originally designed to deliver water from the City's various sources, and return them to reliable operation should repair or replacement be required. The project will initially focus on Mead Reservoir, where valve conditions are well understood and there is a pressing need to improve and assure their reliability. Concurrently, we will pursue a field inspection and operational testing program at the Westbrook Reservoirs and the Mill C Intake, both of which serve as important back-up water sources. We understand that these valves and pipelines are aged, with unknown operability status. The inspection will establish conditions at those locations, and prepare us to rehabilitate the valves under a future project.

Our proposed scope is outlined as Tasks 1 through 4 below.

Task 1: Project Management and Meetings

This task is used for ongoing coordination activities for the scope of services detailed herein. This includes participation in up to four project progress meetings and updating project schedules and budgets.

City of Plattsburgh

Valve Rehabilitation Project for the Plattsburgh Source Water Supply

Task 2: Valve Asset Database and Schematic Drawings

This project will begin with a review of drawings and documentation provided by the City to create an asset database (using a Microsoft Excel spreadsheet) for source water valves in your system up to the Water Treatment Plant intake. This task will also include an inquiry with New York State Department of Environmental Conservation Dam Safety Section to obtain and review their records for all four facilities. From our review, we will develop a schematic line drawing of the system. One goal of the schematic drawings is to establish a naming convention for the various system components, to facilitate project communication and support field activities and design.

The asset database will include the following information:

- Location (coordinates and nearest landmark)
- Elevation
- Make/Model
- Type (Sluice Gate, Gate Valve, Air Vent, Blow-Off, etc.)
- Year of Installation
- Date of Last Operation
- Operational Status (Operational, Non-Operational, Unknown)

Under this task Schnabel will:

- Develop an asset database for existing valves based on available documentation
- Develop schematic drawings
- Participate in a conference call with the City to revise/update the asset database and schematic drawings

Task 3: Field Inspection and Operational Testing for Valves at Westbrook Reservoirs and Mill C Intake

The conditions and operability of valves at the Westbrook Reservoirs, the Mill C Intake and the interconnecting pipelines are not well documented. We will perform a valve inspection and testing program to identify the condition and operability of these existing valves. The goal of this activity is to fill gaps of information, or verify information in the asset database developed under Task 2. Schnabel and City personnel will visit each of the valves to perform the operational tests following a procedure that will be developed under this task.

We will develop a technical memorandum that outlines the inspection and testing procedure. In order to minimize operational impacts, and facilitate coordination during the inspections, we will review the plan with the City prior to initiating the field activities.

Following the inspection and testing, we will deliver a report that will include a summary of activities, updated asset database and schematic drawings, and a photo log.

Under this task Schnabel will:

- Develop a field inspection and operational testing plan, and review the plan with the City

City of Plattsburgh

Valve Rehabilitation Project for the Plattsburgh Source Water Supply

- Perform field inspections and operational testing
- Update the asset database based on observed and tested conditions
- Deliver an inspection report to the City

For budgetary purposes, we assume that the field program will require three field days, involving two Schnabel staff. Beyond three days, additional effort will be billed on a time and materials basis, following written authorization by the City. This estimate may also be amended following the completion of Task 2.

Exclusions:

- Piping inspections are not included in this current scope

Task 4: Engineering Assistance for Implementing Select Valve Replacements at Mead Reservoir

There are currently three intakes that deliver raw water from Mead Reservoir, controlled from within a 13 ft diameter valve house on the crest of the dam. The valve house is located approximately 100 ft west of the spillway. There are three inlets to the valve house: two 20-inch diameter pipes with invert elevations of EL 520.6 and EL 504.6 discharge into the valve house tower, and one deeper 24-inch diameter pipe passes through the tower at invert EL 484.6. There are two outlets from the valve house, and both are 24-inch diameter pipes: one is the main raw water transmission to the City that withdraws water from the tower at EL 488.6, and the other is the continuation of the low-level outlet (LLO) at EL 484.6. The LLO pipe extends approximately 175 ft through the dam to a concrete headwall just beyond the downstream toe, where it outlets to the natural stream channel. The valve house contains the manual operators on pedestals for seven valves: three 24-inch gate valves on the LLO, two 20-inch gate valves on the raw water intakes, one 24-inch slide gate on the raw water transmission main, and an 8-inch drain valve.

Based on our recent discussions, there is general agreement that all seven of the valves at the Mead Reservoir valve house are in poor condition. (The poor valve conditions were also documented as part of an inspection performed by CHA and Seaway Diving on August 6, 2009.) Up to four of the valves may need to be fixed ahead of the Mead Reservoir Dam Rehabilitation Project because they may be used to manage reservoir levels during construction. The four valves that may require rehabilitation include the two 20-inch intakes, the 24-inch raw water outlet, and one of the valves associated with the LLO. Our current scope focuses on these four valves.

Under this task Schnabel will select replacements for up to four valves, and prepare selected drawings, specifications and cost estimates to support the City's purchase of the equipment. We anticipate that the installation will be performed by Seaway Divers and Salvage (Seaway), serving the City as an independent contractor. Schnabel will coordinate one intermediate technical design review meeting with the City to discuss the various elements of the design and seek input from the City. Since Mead Reservoir is a key component of the City's water supply, it is of particular importance that the allowable reductions in lake level or interruptions to water supply, if necessary, be defined in advance, as this will have direct cost implications and may impact the City's water supply during replacement of these valves.

Under this task Schnabel will:

- Develop selected drawings, specifications, cost estimates for review by the City
- Attend and facilitate an intermediate technical design meeting

City of Plattsburgh

Valve Rehabilitation Project for the Plattsburgh Source Water Supply

- Recommend a commensurate scope of work for implementation by Seaway
- Provide field oversight and direction for activities performed by Seaway

Exclusions:

- Most of the piping associated with the valves is slated for replacement during the upcoming Dam Rehabilitation Project. Accordingly, piping replacement is not included in this current scope.
- No permitting is required, as these maintenance activities are all replacement-in-kind services.

Task 5: Engineering Assistance for Implementing Blow-Off Valve at Mead Reservoir

Under this task, Schnabel will coordinate with the City and a specialty contractor (likely Garrison Enterprises) to evaluate approaches for maintaining a lowered pool level without reliance on the existing LLO.

A potential approach for this work involves diverting the raw water supply from the transmission main. This would allow the City to maintain a lowered pool elevation without dependence on the existing LLO, while simultaneously providing flow to the water treatment plant. This work will likely involve wet tapping the raw water piping downstream of the gate house and installing a new blow-off valve and piping (by others).

Schnabel will consider the intended hydraulic performance, order of operations, risk, and reliability of the proposed dam rehabilitation project, and solicit cost proposals for this work if it is recommended.

If installation of new equipment is recommended, it is assumed that City staff and equipment will be utilized to support the excavation and placement of bedding materials, and for the installation of the wet tap and blow-off line. It is assumed that the contractor will contract directly with the City to perform the construction services. Schnabel staff will also be on site during critical portions of the work.

Under this task Schnabel will:

- Perform hydraulic design calculations to support use of the blow-off valve
- Develop selected drawings, specifications, cost estimates
- Recommend a commensurate scope of work for implementation by the specialty contractor
- Provide field oversight and direction for activities performed by the contractor

PROJECT FEES

The total estimated not to exceed fee for the proposed scope of services is \$55,000 following the task-by-task breakdown provided in the table below. Services will be billed monthly on a time and materials basis including expenses. Individual task values will not be exceeded without prior written approval.

City of Plattsburgh
Valve Rehabilitation Project for the Plattsburgh Source Water Supply

BREAKDOWN OF FEES

Task No.	Task Description	Fee Type	Fee
1	Project Management and Meetings	T&M	\$5,000
2	Valve Asset Database and Schematic Drawings	T&M	\$10,000
3	Field Inspection and Operational Testing for Valves at Westbrook Reservoirs and Mill C Intake	T&M	\$16,000
4	Engineering Assistance for Implementing Select Valve Replacements at Mead Reservoir	T&M	\$15,000
5	Engineering Assistance for Implementing Blow-Off Valve at Mead Reservoir	T&M	\$9,000
Total Estimated Fee			\$55,000

AUTHORIZATION

Thank you for the opportunity to submit this proposal. Your acceptance of this proposal can be facilitated by signing and returning a copy of this letter which with our standard terms and conditions attached will form our agreement for these services. Please do not hesitate to contact me at 518-348-8580, or via email at gdaviero@schnabel-eng.com, should you have any questions or need additional information.

Sincerely,

SCHNABEL ENGINEERING OF NEW YORK



Gregory J. Daviero, PhD., PE
Principal

DMR:GJD:scc

Attachments:

- (1) Standard Contract Terms and Conditions (2 Sheets)

The terms and conditions of this proposal, including the attached Standard Contract Terms and Conditions are:

ACCEPTED BY: _____ CITY OF PLATTSBURGH _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

**SCHNABEL ENGINEERING OF NEW YORK
STANDARD CONTRACT TERMS AND CONDITIONS**

1. DEFINITIONS
 - 1.1 Schnabel Engineering of New York, the "Engineer," agrees to provide Professional Services, as delineated in the attached Proposal.
 - 1.2 The "Client" is the other party to this "Agreement."
 - 1.3 The "Contractor" is the responsible party providing construction for the subject Project.
2. ENTIRE AGREEMENT, SCOPE OF WORK
 - 2.1 The Agreement between Engineer and Client consists of the Proposal, these Standard Contract Terms and Conditions, and any other exhibits or attachments referenced in the Proposal. Together these elements will constitute the entire Agreement, superseding all prior written or oral negotiations, statements, representations, correspondence, and/or agreements. The Services to be provided by Engineer pursuant to this Agreement are described in the attached Proposal and include the Scope of Work. Both Client and Engineer must mutually acknowledge any changes to this Agreement in writing. All work performed by Engineer on or relating to the Project is subject to the terms and limitations of this Agreement.
 - 2.2 If work is performed, but the parties do not reach agreement concerning modifications to the Scope of Work or compensation, then the terms and conditions of this Agreement apply to such work. Disputes concerning modifications to Scope of Work or compensation shall be resolved pursuant to Article 12, "Dispute Resolution."
3. STANDARD OF CARE, DISCLAIMER OF WARRANTIES
 - 3.1 Engineer will strive to perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. NO OTHER REPRESENTATION AND NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED BY THIS AGREEMENT.
4. SITE ACCESS, SITE CONDITIONS, SAMPLES
 - 4.1 Client will provide rights of entry and access for Engineer to perform its Services.
 - 4.2 Engineer will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the prosecution of his work. Client agrees to advise Engineer of known or suspected underground features in the area of the work, and Engineer will not be responsible for damage to below grade features not brought to its attention, or incorrectly shown on plans provided.
 - 4.3 Client shall promptly pay and be responsible for the removal and lawful disposal of contaminated samples and cuttings, and hazardous substances, unless other arrangements are mutually agreed in writing.
5. OWNERSHIP OF DOCUMENTS, RESTRICTIONS ON REUSE
 - 5.1 All documents, including opinions, conclusions, certificates, reports, drawings and specifications and other documents, prepared or furnished by Engineer and Engineer's independent professional consultants pursuant to this Agreement (collectively "Documents") are instruments of service. Engineer retains all ownership and property interests in the Documents, including all common law, statutory and other reserved rights, including copyrights, whether or not the Project is completed. Client may make and retain copies of them for information and reference in connection with the use and occupancy of the Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used on other projects or for additions to this Project outside the Scope of the Work.
 - 5.2 At Client's request, Client may negotiate with Engineer to acquire ownership of Documents for a mutually agreed amount. If Client acquires ownership of Documents prepared by Engineer, Client agrees: a) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client's sole risk and without liability to Engineer, and b) Client will defend, indemnify and hold harmless Engineer from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client. Client agrees that Engineer may retain copies of all documents for its files.
 - 5.3 Electronic communications and CADD data transferred by Email, websites or computer disks (collectively "E-Data") are provided only as an accommodation by Engineer for the benefit of Client. Signed paper prints of documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverables. Client agrees to indemnify and hold harmless Engineer from and against claims, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Engineer.
6. THIRD PARTY RELIANCE UPON DOCUMENTS
 - 6.1 Engineer's performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client's benefit and use. No party may claim under this Agreement as a third party beneficiary. Client agrees not to distribute, publish or otherwise disseminate Engineer's Documents, without first obtaining Engineer's prior written consent.
 - 6.2 No third party may rely upon Engineer's Documents including, but not limited to, opinions, conclusions, certificates, reports, drawings and specifications unless Engineer has agreed to such reliance in advance and in writing.

**SCHNABEL ENGINEERING OF NEW YORK
STANDARD CONTRACT TERMS AND CONDITIONS**

7. ASSIGNMENT, SUBCONTRACTING
 - 7.1 Neither Client nor Engineer may delegate, assign, sublet, or transfer all or any part of this Agreement, including its duties or interest in this Agreement without the written consent of the other party.
 - 7.2 Notwithstanding Section 7.1, Engineer may subcontract subsurface exploration, testing, and other supplemental services and assign accounts receivable as security for financial obligations without notification or consent of Client.
8. TERMINATION, SUSPENSION
 - 8.1 Either party upon seven (7) days' written notice may terminate this Agreement for convenience or material breach of Agreement. In the event of termination for convenience or material breach of Agreement, Engineer shall be paid for Services performed to the termination date, plus reasonable termination expenses.
9. ALLOCATION OF RISK
 - 9.1 Engineer's total cumulative liability to Client (including, but not limited to, attorneys' fees and costs awarded under this Agreement) irrespective of the form of action in which such liability is asserted by Client or others, shall not exceed the total compensation received by Engineer under this Agreement or \$25,000, whichever is less. Upon Client's written request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit.
 - 9.2 Client and Engineer agree to limit each's liability to the other in the following respects: Neither party will have liability to the other for any special, consequential, incidental, exemplary, or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of the other party's property or facility, shutdowns or service interruptions, loss of use, lost profits or revenue, inventory or use, charges or cost of capital or claims of the other party's customer.
 - 9.3 The limitations of liability of this Agreement shall survive the expiration or termination of this Agreement.
10. INDEMNIFICATION
 - 10.1 Indemnification of Client. Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reimbursement of reasonable attorney's fees and costs of defense) or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.
 - 10.2 Indemnification of Engineer. Subject to the provisions and limitations of this Agreement, Client agrees to defend, indemnify and hold harmless Engineer from and against any and all claims by third parties related to services provided by Engineer under this Agreement, and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.
11. INVOICES, PAYMENTS
 - 11.1 Payment is due without retainage upon presentation of invoice and is past due thirty (30) days from invoice date, and will not be contingent upon receipt of funds from third parties. Client agrees to pay a service charge of one and one-half percent (1-1/2%) per month or fraction thereof on past due payments under this Agreement.
 - 11.2 It is further agreed that in the event a lien or suit is filed to enforce overdue payments under this Agreement, Engineer will be reimbursed by Client for all costs of such lien or suit and reasonable attorney's fees in addition to accrued service charges, where the court of appropriate jurisdiction enters a finding in favor of Engineer.
12. DISPUTE RESOLUTION
 - 12.1 Claims, disputes, and other matters in controversy between Engineer and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement.
 - 12.2 The laws of the State of New York will govern the validity of these terms, their interpretation, and the performance of this Agreement. Client and Engineer agree that venue for any litigation will be in the state and federal courts sitting in the State of New York, and Engineer and Client both hereby waive any right to initiate any action in, or remove any action to, any other jurisdiction.
13. SEVERABILITY
 - 13.1 This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.