

1. 7:00 P.M. Common Council Workshop
Common Council Workshop
Cohoes City Hall
Cohoes, New York 12047

AGENDA

January 11, 2022, 7:00 p.m.

WORKSHOP

Public comment

1. Discussion regarding the designation of newspapers
2. Discussion regarding the confirmation of appointments to the Library Board
3. Discussion regarding the exemption of 2022 assessment roll to property owners
4. Discussion regarding revocable licenses for use of city property with various youth leagues and public service organizations

Documents:

[1-11-2022 COUNCIL WORKSHOP BACKUP MATERIAL.PDF](#)

1

RESOLUTION NO. ??? FOR THE YEAR 2022

**A RESOLUTION DESIGNATING THE RECORD AS THE
OFFICIAL NEWSPAPER OF THE CITY OF COHOES**

NOW THEREFORE, BE IT

RESOLVED, that _____, a daily newspaper having substantial circulation in the City of Cohoes, is hereby designated as the official newspaper of the City of Cohoes, New York, for the term January 1, 2022, through December 31, 2023; and be it further

RESOLVED, that this Resolution shall take effect immediately.

Approved as to form this 25th day of January, 2022.

Brian S. Kremer
Corporation Counsel

Engrossed and signed by the President of the Common Council and attested by the Clerk of the Common Council this _____ day of January, 2022.

Clerk

President

I hereby approve the foregoing Resolution of the Common Council.

Date

William T. Keeler
Mayor of the City of Cohoes, New York

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Library Board of Trustees

9 Members

5 Year Term	Ms.	Barbara	Hildreth	63 Reservoir St	Cohoes	N.Y.	12047	12/31/2023
Ord. # 35 for 1969	Ms.	Laurie	Rizzo	8 Hilltop Drive	Cohoes	N.Y.	12047	12/31/2022
Ord. # 90 for 1978	Mr.	Clifford	Bird	12 Mazurki Court	Cohoes	NY	12047	12/31/2024
Meet 1st Monday of month	Mr.	Eric	Galarneau	20 Fourth St.	Cohoes	N.Y.	12047	12/31/2021
Except July & August.	Ms.	Caroline	Edwards	136 Spring Hollow Drive	Cohoes	N.Y.	12047	12/31/2021
	Ms.	Carol	Clingan	135 Simmons Ave	Cohoes	N.Y.	12047	12/31/2021
	Ms.	Beverly	Karpiak	125 Bayberry Lane	Cohoes	N.Y.	12047	12/31/2021
	Ms.	Julie	Basile	51 Baker Ave.	Cohoes	N.Y.	12047	12/31/2024
	Ms.	Linda	Madlin					12/31/2024

*Eric Galarneau, Caroline Edwards and Beverly Karpiak would like to renew appointment

* Carol Clingan is not renewing appointment. Recommends Alicia Abdul of 33 Walnut Street to replace her. Alicia is a librarian at the Albany High School.

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RESOLUTION NO. ??? FOR THE YEAR 2022

**A RESOLUTION DIRECTING THE ASSESSOR TO GRANT
CERTAIN EXEMPTIONS ON THE 2022 ASSESSMENT ROLL TO
PROPERTY OWNERS THAT RECEIVED THE EXEMPTION ON
THE 2021 ASSESSMENT ROLL**

WHEREAS, the New York State Real Property Tax Law requires persons to submit renewal applications each year for certain exemptions; and

WHEREAS, by Executive Order 11.1, the Governor of the State of New York temporarily suspended or modified provisions of the Real Property Tax Law to allow the governing body of municipalities to direct the assessor to grant certain exemptions on the 2022 assessment roll to all property owners who received that exemption on the 2021 assessment roll, thereby dispensing with the need for renewal applications from such persons.

NOW, THEREFORE, BE IT

RESOLVED, that the Common Council hereby directs the City Assessor to grant the exemptions set forth in Real Property Tax Law Section 459-c (7), (7-a) and (8) and 467 (5), (5-a), (5-b), (5-c) and (6) on the 2022 assessment roll to all property owners who received that exemption on the 2021 assessment roll, thereby dispensing with the need for renewal applications from such persons; and it is further

RESOLVED, that the City Assessor may require a renewal application to be filed if he has reason to believe that an owner who qualified for the exemption on the 2021 assessment roll may have since changed his primary residence, added another owner to the deed, transferred the property to a new owner, or died; and it is further

RESOLVED, that this Resolution shall take effect immediately.

Approved as to form this 25th day of January, 2022.

Brian S. Kremer
Corporation Counsel

Engrossed and signed by the President of the Common Council and attested by the Clerk of the Common Council this _____ day of January, 2022.

Clerk

William McCarthy
President

I hereby approve the foregoing Resolution of the Common Council.

Date

William T. Keeler
Mayor of the City of Cohoes, New York

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LICENSE AGREEMENT

THIS AGREEMENT Made as of the ____ day of _____, 2022 by and between the City of Cohoes, a municipal corporation with principal offices located at City Hall, 97 Mohawk Street, Cohoes, New York 12047 (hereinafter "Licensor"), and the Cohoes Girl's Softball League with principal offices located at P.O. Box 863, Cohoes, New York 12047 (hereinafter "Licensee").

WITNESSETH

Whereas, Licensor hereby permits Licensee a non-exclusive license to use the softball field and facilities located at 145 Third Street in the City of Cohoes, New York, and as further herein described pursuant to the following terms and conditions (hereinafter "licensed premises"):

Section 1. TERM/HOURS OF USE

The term of this agreement shall be for a period of approximately ten (10) weeks beginning on the 1st day of April, 2022 and terminating on the 15th day of July, 2022. During the term of this agreement, Licensee may use the licensed premises described herein to host Girl's Softball league games ("games") and pre-game practices pursuant to the schedule provided to the Recreation Department prior to the start of the season and as agreed upon by the City of Cohoes Department of Recreation. LICENSEE UNDERSTANDS AND AGREES THAT ALL DAYS AND HOURS OF USE OF THE LICENSED PREMISES MUST BE COORDINATED WITH AND APPROVED BY THE CITY OF COHOES DEPARTMENT OF RECREATION.

Section 2. CONSIDERATION/LICENSE FEE

In consideration for the use permitted herein, Licensee shall pay Licensor one dollar (\$1.00).

Section 3. ORDINANCES, RULES AND REGULATIONS

Licensee, or any third-party vendor engaged by Licensee, shall comply with all federal, state, and local laws, and use all reasonable precaution to prevent injury either to the public or the property of the City of Cohoes and to use this property for legal purposes only and as permitted herein. No alcohol is allowed on this property.

Section 4. REPAIRS AND ALTERATIONS

Unless otherwise agreed in writing, Licensor shall not be required to make any alteration, change, improvement, replacement, restoration or repair to the licensed premises. The Licensee agrees to maintain the field at Licensee's own expense and keep the property free and clear from hazards, litter and debris.

Section 5. UTILITIES

Utilities, including electricity and gas, will be provided by Licensee in the event that such utilities are utilized.

Section 6. SIGNAGE AND TEMPORARY FENCING

Licensee shall be authorized to place temporary fencing on the licensed premises and maintain necessary signs and notices on the licensed premises upon prior approval from Licensor. Licensee shall pay for the restoration of any areas disturbed by placement of temporary

signage and temporary fencing. Licensee agrees that all corporate sponsorship and institutional signage placed on the licensed premises by Licensor shall remain in place and cannot be removed, modified, or covered up at any time for any reason.

Section 7. ALTERATION

Licensee shall not alter the licensed premises in any way, except as required and expressly permitted by this agreement, without the written permission of Licensor. At the termination of the license agreement, the licensed premises shall be delivered up in good order and condition. Licensee agrees to pay for any extraordinary wear and tear, damage or excessive deterioration as the result of Licensee's use of the licensed premises and its appurtenant structures and facilities.

Section 8. PHYSICAL IMPROVEMENTS

It is understood and agreed that all permanently installed physical improvements to the licensed premises existing at the expiration of this agreement shall be considered part of the premises and become the property of Licensor. Any movable or transportable improvements made by Licensee shall remain the property of Licensee (ie. stands, booths, P.A. system, tents).

Section 9. PRESERVATION, RIGHT OF ENTRY, NON-EXCLUSIVE USE

The use and possession of the premises shall in no way prevent Licensor, and/or Licensor's agents and employees from entering upon the licensed premises for the purpose of performing any work deemed necessary by Licensor for the preservation of such premises and for carrying out any lawful acts which Licensor require.

Licensee understands that the licensed premises and complex (other fields in the complex) may be used for other events. Soccer, softball and drills field may be used by other groups or organizations at the same time as Licensees' games.

In the event of a postponement of Licensees' scheduled game(s), rescheduling will occur at a mutually agreed upon time, and Licensee does not enjoy priority status. Playing postponed games cannot "bump" a previously scheduled event on the field to play the rescheduled game.

Professional grounds staff shall be the final authority regarding field use with weather related issues "employing the standard normally used to determine playability during the course of the year".

Licensee shall follow proper standards with respect to set-up and use of equipment for pre-game activities such as batting practice, etc.

Licensee reserves the right to charge admission (\$5 adult/ \$3 child) and reserves the right to provide ticket specials and complimentary tickets to any organizations that Licensee chooses.

Section 10. INSPECTION

Licensor shall at any time be permitted to inspect the premises and to have access thereto for such purpose.

Section 11. COMMUNITY AND YOUTH OUTREACH

Licensee agrees to provide community service activities to the public as more specifically outlined in Attachment "A".

Section 12. TERMINATION

This agreement between the parties is hereby recognized and agreed to be a license and not a lease, and may be terminated by Licensor with or without cause upon written notice to Licensee. Notice is effective upon the date of mailing.

Section 13. SUBLICENSE

Licensee shall not transfer or assign this license agreement without prior written consent of Licensor, and upon such sublicense, Licensor may reassess the license fee and amend this license agreement as it sees fit and equitable prior to such assignment.

Section 14. INSURANCE

Throughout the duration of this License Agreement, Licensee shall procure and maintain at Licensee's sole expense the following insurance coverage: a policy or policies of Comprehensive General Liability and Property Insurance with limits of not less than \$1,000,000.00 per occurrence with \$3,000,000.00 Excess Liability; Workers' Compensation and Employer's Liability Insurance, if applicable, in amounts required by statutory limits. All policies of insurance required shall be issued by an insurer licensed to do business in the State of New York with an A.M. Best rating of not less than "A".

Each policy of insurance required shall be in form and content satisfactory to Licensor and shall provide that: (a) The City of Cohoes is named additional insured on a primary and non-contributing basis and, (b) the insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Cohoes. In addition, said policies shall be automatically renewed upon expiration and continued in force unless the City of Cohoes Corporation Counsel's Office is given thirty (30) days written notice to the contrary.

Licensee shall deliver to Licensor proof of issuance of all policies of insurance required by this Agreement. If at any time any of said policies shall be or become unsatisfactory to Licensor, Licensee shall promptly obtain a new policy and submit proof of same to Licensor for approval. Upon failure of Licensee to furnish, deliver and maintain such insurance as above provided, this Agreement may, at the election of Licensor, be forthwith declared suspended, discontinued, or terminated. Failure of Licensee to procure and maintain any required insurance shall not relieve Licensee from any liability under this Agreement, nor shall the insurance requirements be constructed to conflict with the obligations of Licensee concerning indemnification.

Section 15. INDEMNIFICATION

Licensee, and any third party vendor engaged by Licensee, shall defend, indemnify and hold Licensor harmless from any and all manner of damages, injuries, and/or claims arising out of Licensee's use and occupation of the licensed premises.

Section 16. COMPLIANCE

It is understood and agreed that upon performing and complying with all the conditions and covenants aforesaid, Licensee shall peacefully and quietly enjoy the use of said premises set forth herein.

Section 17. NOTICES

Any and all notices required or effected under the provisions of this agreement shall be sent to:

City of Cohoes
Corporation Counsel's Office
97 Mohawk Street
Cohoes, New York 12047

Cohoes Girl's Softball League
P.O. Box 863
Cohoes, New York 12047

Section 18. EFFECT

It is mutually understood and agreed, that the covenants and agreements contained in the within license agreement shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.

A telefax, photocopy, portable document format (.pdf) or other digital version of this document shall be as effective as an original. This document may be signed in separate counterparts which, when joined together, shall form a single document.

All disputes between the parties shall be venued in the Supreme Court, Albany County, New York and each of the parties consents to the jurisdiction of such court. If a matter is within the monetary and subject matter jurisdiction of the City Court, the parties agree that the Cohoes City Court shall hear such disputes and each of the parties consents to the jurisdiction of such court.

IN WITNESS WHEREOF, the parties have hereunto duly executed this license agreement and make it effective as of the date specified above.

THE CITY OF COHOES

COHOES GIRL'S SOFTBALL LEAGUE

William T. Keeler, Mayor

Joseph Castracane, President

NOTARY ACKNOWLEDGMENT

STATE OF NEW YORK))
COUNTY OF ALBANY))

On this ____ day of _____, 2022, before me personally came William T. Keeler, to me known and known to me to be the Mayor of the City of Cohoes, New York and the same person who executed the foregoing instrument, and he acknowledged that he executed the foregoing instrument on behalf of the City of Cohoes, New York as said Mayor pursuant to the authority vested in him

Notary Public

STATE OF NEW YORK))
COUNTY OF ALBANY))

On this ____ day of _____, 2022, before me personally came Joseph Castracane, to me known, who being by me duly sworn, did depose and say that he is the President of the Cohoes Girl's Softball League, described herein, and he acknowledged that he executed the foregoing instrument pursuant to the authority vested in him.

Notary Public

LICENSE AGREEMENT

THIS AGREEMENT Made as of the ____ day of _____ 2022 by and between the City of Cohoes, a municipal corporation with principal offices located at City Hall, 97 Mohawk Street, Cohoes, New York 12047 (hereinafter “Licensor”), and the Cohoes Little League with principal offices located at P.O. Box 652, Cohoes, New York 12047 (hereinafter “Licensee”).

WITNESSETH

Whereas, Licensor hereby permits Licensee a non-exclusive license to use the baseball field and facilities located at 204 Berkeley Avenue in the City of Cohoes, New York, and as further herein described pursuant to the following terms and conditions (hereinafter “licensed premises”):

Section 1. TERM/HOURS OF USE

The term of this agreement shall be for a period of approximately ten (10) weeks beginning on the 1st day of April, 2022 and terminating on the 1st day of November, 2022. During the term of this agreement, Licensee may use the licensed premises described herein to host little league baseball games (“games”) and pre-game practices pursuant to the schedule provided to the Recreation Department prior to the start of the season and as agreed upon by the City of Cohoes Department of Recreation. LICENSEE UNDERSTANDS AND AGREES THAT ALL DAYS AND HOURS OF USE OF THE LICENSED PREMISES MUST BE COORDINATED WITH AND APPROVED BY THE CITY OF COHOES DEPARTMENT OF RECREATION.

Section 2. CONSIDERATION/LICENSE FEE

In consideration for the use permitted herein, Licensee shall pay Licensor one dollar (\$1.00).

Section 3. ORDINANCES, RULES AND REGULATIONS

Licensee, or any third-party vendor engaged by Licensee, shall comply with all federal, state, and local laws, and use all reasonable precaution to prevent injury either to the public or the property of the City of Cohoes and to use this property for legal purposes only and as permitted herein. No alcohol is allowed on this property.

Section 4. REPAIRS AND ALTERATIONS

Unless otherwise agreed in writing, Licensor shall not be required to make any alteration, change, improvement, replacement, restoration or repair to the licensed premises. The Licensee agrees to maintain the field at Licensee’s own expense and keep the property free and clear from hazards, litter and debris.

Section 5. UTILITIES

Utilities, including electricity and gas, will be provided by Licensee in the event that such utilities are utilized.

Section 6. SIGNAGE AND TEMPORARY FENCING

Licensee shall be authorized to place temporary fencing on the licensed premises and maintain necessary signs and notices on the licensed premises upon prior approval from Licensor. Licensee shall pay for the restoration of any areas disturbed by placement of temporary

signage and temporary fencing. Licensee agrees that all corporate sponsorship and institutional signage placed on the licensed premises by Licensor shall remain in place and cannot be removed, modified, or covered up at any time for any reason.

Section 7. ALTERATION

Licensee shall not alter the licensed premises in any way, except as required and expressly permitted by this agreement, without the written permission of Licensor. At the termination of the license agreement, the licensed premises shall be delivered up in good order and condition. Licensee agrees to pay for any extraordinary wear and tear, damage or excessive deterioration as the result of Licensee's use of the licensed premises and its appurtenant structures and facilities.

Section 8. PHYSICAL IMPROVEMENTS

It is understood and agreed that all permanently installed physical improvements to the licensed premises existing at the expiration of this agreement shall be considered part of the premises and become the property of Licensor. Any movable or transportable improvements made by Licensee shall remain the property of Licensee (ie. stands, booths, P.A. system, tents).

Section 9. PRESERVATION, RIGHT OF ENTRY, NON-EXCLUSIVE USE

The use and possession of the premises shall in no way prevent Licensor, and/or Licensor's agents and employees from entering upon the licensed premises for the purpose of performing any work deemed necessary by Licensor for the preservation of such premises and for carrying out any lawful acts which Licensor require.

Licensee understands that the licensed premises and complex (other fields in the complex) may be used for other events. Soccer, softball and drills field may be used by other groups or organizations at the same time as Licensees' games.

In the event of a postponement of Licensees' scheduled game(s), rescheduling will occur at a mutually agreed upon time, and Licensee does not enjoy priority status. Playing postponed games cannot "bump" a previously scheduled event on the field to play the rescheduled game.

Professional grounds staff shall be the final authority regarding field use with weather related issues "employing the standard normally used to determine playability during the course of the year".

Licensee shall follow proper standards with respect to set-up and use of equipment for pre-game activities such as batting practice, etc.

Licensee reserves the right to charge admission (\$5 adult/ \$3 child) and reserves the right to provide ticket specials and complimentary tickets to any organizations that Licensee chooses.

Section 10. INSPECTION

Licensor shall at any time be permitted to inspect the premises and to have access thereto for such purpose.

Section 11. COMMUNITY AND YOUTH OUTREACH

Licensee agrees to provide community service activities to the public as more specifically outlined in Attachment "A".

Section 12. TERMINATION

This agreement between the parties is hereby recognized and agreed to be a license and not a lease, and may be terminated by Licensor with or without cause upon written notice to Licensee. Notice is effective upon the date of mailing.

Section 13. SUBLICENSE

Licensee shall not transfer or assign this license agreement without prior written consent of Licensor, and upon such sublicense, Licensor may reassess the license fee and amend this license agreement as it sees fit and equitable prior to such assignment.

Section 14. INSURANCE

Throughout the duration of this License Agreement, Licensee shall procure and maintain at Licensee's sole expense the following insurance coverage: a policy or policies of Comprehensive General Liability and Property Insurance with limits of not less than \$1,000,000.00 per occurrence with \$3,000,000.00 Excess Liability; Workers' Compensation and Employer's Liability Insurance, if applicable, in amounts required by statutory limits. All policies of insurance required shall be issued by an insurer licensed to do business in the State of New York with an A.M. Best rating of not less than "A".

Each policy of insurance required shall be in form and content satisfactory to Licensor and shall provide that: (a) The City of Cohoes is named additional insured on a primary and non-contributing basis and, (b) the insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Cohoes. In addition, said policies shall be automatically renewed upon expiration and continued in force unless the City of Cohoes Corporation Counsel's Office is given thirty (30) days written notice to the contrary.

Licensee shall deliver to Licensor proof of issuance of all policies of insurance required by this Agreement. If at any time any of said policies shall be or become unsatisfactory to Licensor, Licensee shall promptly obtain a new policy and submit proof of same to Licensor for approval. Upon failure of Licensee to furnish, deliver and maintain such insurance as above provided, this Agreement may, at the election of Licensor, be forthwith declared suspended, discontinued, or terminated. Failure of Licensee to procure and maintain any required insurance shall not relieve Licensee from any liability under this Agreement, nor shall the insurance requirements be constructed to conflict with the obligations of Licensee concerning indemnification.

Section 15. INDEMNIFICATION

Licensee, and any third party vendor engaged by Licensee, shall defend, indemnify and hold Licensor harmless from any and all manner of damages, injuries, and/or claims arising out of Licensee's use and occupation of the licensed premises.

Section 16. COMPLIANCE

It is understood and agreed that upon performing and complying with all the conditions and covenants aforesaid, Licensee shall peacefully and quietly enjoy the use of said premises set forth herein.

Section 17. NOTICES

Any and all notices required or effected under the provisions of this agreement shall be sent to:

City of Cohoes
Corporation Counsel’s Office
97 Mohawk Street
Cohoes, New York 12047

Cohoes Little League
P.O. Box 652
Cohoes, New York 12047

Section 18. EFFECT

It is mutually understood and agreed, that the covenants and agreements contained in the within license agreement shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.

A telefax, photocopy, portable document format (.pdf) or other digital version of this document shall be as effective as an original. This document may be signed in separate counterparts which, when joined together, shall form a single document.

All disputes between the parties shall be venued in the Supreme Court, Albany County, New York and each of the parties consents to the jurisdiction of such court. If a matter is within the monetary and subject matter jurisdiction of the City Court, the parties agree that the Cohoes City Court shall hear such disputes and each of the parties consents to the jurisdiction of such court.

IN WITNESS WHEREOF, the parties have hereunto duly executed this license agreement and make it effective as of the date specified above.

THE CITY OF COHOES

COHOES LITTLE LEAGUE

William T. Keeler, Mayor

Matthew Wood, President

NOTARY ACKNOWLEDGMENT

STATE OF NEW YORK))
COUNTY OF ALBANY))

On this ____ day of _____, 2022, before me personally came William T. Keeler, to me known and known to me to be the Mayor of the City of Cohoes, New York and the same person who executed the foregoing instrument, and he acknowledged that he executed the foregoing instrument on behalf of the City of Cohoes, New York as said Mayor pursuant to the authority vested in him

Notary Public

STATE OF NEW YORK))
COUNTY OF ALBANY))

On this ____ day of _____, 2022, before me personally came Matthew Wood, to me known, who being by me duly sworn, did depose and say that he is the President of the Cohoes Little League, described herein, and he acknowledged that he executed the foregoing instrument pursuant to the authority vested in him.

Notary Public

LICENSE AGREEMENT

THIS AGREEMENT Made as of the ____ day of _____, 2022 by and between the City of Cohoes, a municipal corporation with principal offices located at City Hall, 97 Mohawk Street, Cohoes, New York 12047 (hereinafter “Licensor”), and the Cohoes Youth Soccer League with principal offices located at 20 Cascade Street, Cohoes, New York 12047 (hereinafter “Licensee”).

WITNESSETH

Whereas, Licensor hereby permits Licensee a non-exclusive license to use the Lansing field and facilities located at 7 Bevan Street in the City of Cohoes, New York, and as further herein described pursuant to the following terms and conditions (hereinafter “licensed premises”):

Section 1. TERM/HOURS OF USE

The term of this agreement shall be for a period of approximately ten (10) weeks beginning on the 5th day of September, 2022 and terminating on the 14th day of November, 2022. During the term of this agreement, Licensee may use the licensed premises described herein to host soccer league games (“games”) and pre-game practices pursuant to the schedule provided to the Recreation Department prior to the start of the season and as agreed upon by the City of Cohoes Department of Recreation. LICENSEE UNDERSTANDS AND AGREES THAT ALL DAYS AND HOURS OF USE OF THE LICENSED PREMISES MUST BE COORDINATED WITH AND APPROVED BY THE CITY OF COHOES DEPARTMENT OF RECREATION.

Section 2. CONSIDERATION/LICENSE FEE

In consideration for the use permitted herein, Licensee shall pay Licensor one dollar (\$1.00).

Section 3. ORDINANCES, RULES AND REGULATIONS

Licensee, or any third-party vendor engaged by Licensee, shall comply with all federal, state, and local laws, and use all reasonable precaution to prevent injury either to the public or the property of the City of Cohoes and to use this property for legal purposes only and as permitted herein. No alcohol is allowed on this property.

Section 4. REPAIRS AND ALTERATIONS

Unless otherwise agreed in writing, Licensor shall not be required to make any alteration, change, improvement, replacement, restoration or repair to the licensed premises. The Licensee agrees to maintain the field at Licensee’s own expense and keep the property free and clear from hazards, litter and debris.

Section 5. UTILITIES

Utilities, including electricity and gas, will be provided by Licensee in the event that such utilities are utilized.

Section 6. SIGNAGE AND TEMPORARY FENCING

Licensee shall be authorized to place temporary fencing on the licensed premises and maintain necessary signs and notices on the licensed premises upon prior approval from

Licensor. Licensee shall pay for the restoration of any areas disturbed by placement of temporary signage and temporary fencing. Licensee agrees that all corporate sponsorship and institutional signage placed on the licensed premises by Licensor shall remain in place and cannot be removed, modified, or covered up at any time for any reason.

Section 7. ALTERATION

Licensee shall not alter the licensed premises in any way, except as required and expressly permitted by this agreement, without the written permission of Licensor. At the termination of the license agreement, the licensed premises shall be delivered up in good order and condition. Licensee agrees to pay for any extraordinary wear and tear, damage or excessive deterioration as the result of Licensee's use of the licensed premises and its appurtenant structures and facilities.

Section 8. PHYSICAL IMPROVEMENTS

It is understood and agreed that all permanently installed physical improvements to the licensed premises existing at the expiration of this agreement shall be considered part of the premises and become the property of Licensor. Any movable or transportable improvements made by Licensee shall remain the property of Licensee (ie. stands, booths, P.A. system, tents).

Section 9. PRESERVATION, RIGHT OF ENTRY, NON-EXCLUSIVE USE

The use and possession of the premises shall in no way prevent Licensor, and/or Licensor's agents and employees from entering upon the licensed premises for the purpose of performing any work deemed necessary by Licensor for the preservation of such premises and for carrying out any lawful acts which Licensor require.

Licensee understands that the licensed premises and complex (other fields in the complex) may be used for other events. Soccer, softball and drills field may be used by other groups or organizations at the same time as Licensees' games.

In the event of a postponement of Licensees' scheduled game(s), rescheduling will occur at a mutually agreed upon time, and Licensee does not enjoy priority status. Playing postponed games cannot "bump" a previously scheduled event on the field to play the rescheduled game.

Professional grounds staff shall be the final authority regarding field use with weather related issues "employing the standard normally used to determine playability during the course of the year".

Licensee shall follow proper standards with respect to set-up and use of equipment for pre-game activities such as batting practice, etc.

Licensee reserves the right to charge admission (\$5 adult/ \$3 child) and reserves the right to provide ticket specials and complimentary tickets to any organizations that Licensee chooses.

Section 10. INSPECTION

Licensor shall at any time be permitted to inspect the premises and to have access thereto for such purpose.

Section 11. COMMUNITY AND YOUTH OUTREACH

Licensee agrees to provide community service activities to the public as more specifically outlined in Attachment "A".

Section 12. TERMINATION

This agreement between the parties is hereby recognized and agreed to be a license and not a lease, and may be terminated by Licensor with or without cause upon written notice to Licensee. Notice is effective upon the date of mailing.

Section 13. SUBLICENSE

Licensee shall not transfer or assign this license agreement without prior written consent of Licensor, and upon such sublicense, Licensor may reassess the license fee and amend this license agreement as it sees fit and equitable prior to such assignment.

Section 14. INSURANCE

Throughout the duration of this License Agreement, Licensee shall procure and maintain at Licensee's sole expense the following insurance coverage: a policy or policies of Comprehensive General Liability and Property Insurance with limits of not less than \$1,000,000.00 per occurrence with \$3,000,000.00 Excess Liability; Workers' Compensation and Employer's Liability Insurance, if applicable, in amounts required by statutory limits. All policies of insurance required shall be issued by an insurer licensed to do business in the State of New York with an A.M. Best rating of not less than "A".

Each policy of insurance required shall be in form and content satisfactory to Licensor and shall provide that: (a) The City of Cohoes is named additional insured on a primary and non-contributing basis and, (b) the insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Cohoes. In addition, said policies shall be automatically renewed upon expiration and continued in force unless the City of Cohoes Corporation Counsel's Office is given thirty (30) days written notice to the contrary.

Licensee shall deliver to Licensor proof of issuance of all policies of insurance required by this Agreement. If at any time any of said policies shall be or become unsatisfactory to Licensor, Licensee shall promptly obtain a new policy and submit proof of same to Licensor for approval. Upon failure of Licensee to furnish, deliver and maintain such insurance as above provided, this Agreement may, at the election of Licensor, be forthwith declared suspended, discontinued, or terminated. Failure of Licensee to procure and maintain any required insurance shall not relieve Licensee from any liability under this Agreement, nor shall the insurance requirements be constructed to conflict with the obligations of Licensee concerning indemnification.

Section 15. INDEMNIFICATION

Licensee, and any third party vendor engaged by Licensee, shall defend, indemnify and hold Licensor harmless from any and all manner of damages, injuries, and/or claims arising out of Licensee's use and occupation of the licensed premises.

Section 16. COMPLIANCE

It is understood and agreed that upon performing and complying with all the conditions and covenants aforesaid, Licensee shall peacefully and quietly enjoy the use of said premises set forth herein.

Section 17. NOTICES

Any and all notices required or effected under the provisions of this agreement shall be sent to:

City of Cohoes
Corporation Counsel's Office
97 Mohawk Street
Cohoes, New York 12047

Cohoes Youth Soccer League
20 Cascade Street
Cohoes, New York 12047

Section 18. EFFECT

It is mutually understood and agreed, that the covenants and agreements contained in the within license agreement shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.

A telefax, photocopy, portable document format (.pdf) or other digital version of this document shall be as effective as an original. This document may be signed in separate counterparts which, when joined together, shall form a single document.

All disputes between the parties shall be venued in the Supreme Court, Albany County, New York and each of the parties consents to the jurisdiction of such court. If a matter is within the monetary and subject matter jurisdiction of the City Court, the parties agree that the Cohoes City Court shall hear such disputes and each of the parties consents to the jurisdiction of such court.

IN WITNESS WHEREOF, the parties have hereunto duly executed this license agreement and make it effective as of the date specified above.

THE CITY OF COHOES

COHOES YOUTH SOCCER LEAGUE

William T. Keeler, Mayor

Brian Wallingford, President

NOTARY ACKNOWLEDGMENT

STATE OF NEW YORK))
COUNTY OF ALBANY))

On this ____ day of _____, 2022, before me personally came William T. Keeler, to me known and known to me to be the Mayor of the City of Cohoes, New York and the same person who executed the foregoing instrument, and he acknowledged that he executed the foregoing instrument on behalf of the City of Cohoes, New York as said Mayor pursuant to the authority vested in him

Notary Public

STATE OF NEW YORK))
COUNTY OF ALBANY))

On this ____ day of _____, 2022, before me personally came Brian Wallingford, to me known, who being by me duly sworn, did depose and say that he is the President of the Cohoes Youth Soccer League, described herein, and he acknowledged that he executed the foregoing instrument pursuant to the authority vested in him.

Notary Public