



June 25, 2024

Eric Urbanowicz, President
North East Community Marina Authority
P.O. Box 281
North East, PA 16428

RE: Agreement to Operate the North East Marina
(Temporary Agreement until Option/License Agreement is Effective)

Dear Mr. Urbanowicz:

The Pennsylvania Fish and Boat Commission ("PFBC") hereby grants to the North East Community Marina Authority ("Permittee") and its agents permission to enter the North East Marina property ("Permit Area") for the purposes of providing services related to boating and fishing and related services in the Marina. The permission granted herein is subject to the following provisions:

1. No substantial work or changes will be made to the Permit Area until the option/license agreement is signed (substantial work means any work with a commercial value of \$200 or more).
2. The Permittee will work with the PFBC's Bureau of Law Enforcement and other Law Enforcement as recommended by the PFBC until the Option/License Agreement is effective on June 30, 2024.
3. The Permittee shall indemnify, save harmless, and defend the Commonwealth of Pennsylvania, the PFBC, and their officers and employees from and against any and all suits, claims, damages, or legal actions whatsoever, including those brought by third parties, as a result of or arising out of, either directly or indirectly, the Permittee's actions taken hereunder, either authorized or unauthorized. The Permittee shall notify all parties, persons, and agents working under its auspices hereunder of this permit and the conditions set forth herein.
4. The Permittee shall maintain in full force and effect general liability insurance in the amount of \$1,000,000 for its activities performed under this permit. The Permittee shall name the PFBC as an additional insured under this policy and will provide proof of insurance. The insurance must be in place prior to commencement of the activities, projects, and/or uses granted herein.
5. All actions performed by the Permittee hereunder are performed as an independent contractor and are performed neither as an employee of the Commonwealth of

Pennsylvania nor as a partnership or joint venture between the Commonwealth and the Permittee. Anyone working on behalf of the Permittee will be considered their agent and will be bound by these terms and will be informed of them prior to performing any work.

6. The Permittee shall be responsible for providing and securing any and all required permits, approvals, licenses and shall provide any notices required by any local, state, or federal government entity or other regulatory agency.
7. The Permittee shall take all reasonable precautions to protect the public's health, safety, and welfare when taking actions permitted hereunder. The Permit Area must be kept and left in a neat and orderly condition.
8. The Permittee shall make all reasonable efforts to eliminate or avoid adverse impacts on fishing, boating, and aquatic resources in the Permit Area and allow the PFBC to take and/or implement necessary corrective actions in the event that it is determined that the Permittee activities have had an adverse impact in the Permit Area.
9. This permit will become effective on the date the PFBC receives a signed copy of this permit countersigned by the Permittee and proof of liability insurance, and it will terminate on June 30, 2024.
10. The PFBC may rescind or suspend the permission granted herein, without any liability to the PFBC, at any time and for any reason including convenience, by giving a week written notice of such to the Permittee at the aforementioned address, email address, or in the field. Upon receiving such written notice, the Permittee shall immediately cease all actions permitted hereunder and the storage containers must be removed from the Permit Area within two weeks of receiving the notice. In the event permission is suspended, activities may not continue until the PFBC has authorized such in writing.
11. The signatory of the Permittee below and the attesting party hereby certify and warrant that they have the legal authority to sign this permit on behalf of the Permittee.

If these terms are satisfactory, please indicate your acceptance by countersigning a copy of this permit and returning it, and proof of liability insurance by mail to me at 1601 Elmerton Avenue, Harrisburg, PA 17110. No activities may take place until the terms of this permit are fulfilled. Please contact Penny Ayers, Esq. at 717-836-3699 if you have any concerns in this matter.

Sincerely,

A handwritten signature in dark ink, reading "Mackenzie Hogan". The signature is fluid and cursive, with the first name and last name clearly distinguishable.

Mackenzie Hogan, Chief of Real Estate
Division of Public Access and Property Services

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THE PERMIT CONDITIONS HAVE BEEN READ AND ARE ACCEPTED BY:

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Attest

**North East Community Marina Authority
BY:**

Signature

Date

Eric Urbanowicz, President

Date

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Print name

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Title

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Print name

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Title