

Dec-17

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA HISTORICAL AND MUSEUM COMMISSION
AND
FLAGSHIP NIAGARA LEAGUE, INC.
ASSOCIATES' AGREEMENT

THIS AGREEMENT is effective 14th day of April 2018 (the "Agreement") by and between the Commonwealth of Pennsylvania (the "Commonwealth"), acting through its Pennsylvania and Historical and Museum Commission, having a principal place of business at 300 North Street, 5th Floor, Harrisburg, Pennsylvania. 17120 (the "Commission") AND Flagship Niagara League a Pennsylvania non-profit corporation, having a principal place of business at 150 E. Front Street, Erie, Pennsylvania 16507 (the "Associates") (collectively, the "Parties"); and

WHEREAS, the Commission administers Erie Maritime Museum pursuant to 37 PaCS&702, located at 150 E. Front Street Erie, 16507 Pennsylvania (the "Site"); and

WHEREAS, the Commission is authorized "to enter into agreements with responsible historical associations, foundations and similar private organizations ... in order to carry on services or programs; "37PaCS&302(2); and

WHEREAS, the Associates are duly incorporated as a nonprofit corporation in accordance with the Pennsylvania Nonprofit Corporation Law of 1988, as amended, for the following purposes as set forth in its articles of incorporation, attached as Exhibit A; and

WHEREAS, the Commission believes that the Associates' support to the Site is essential to the Site's success; and

WHEREAS, the Associates desire to assist financially and otherwise cooperate with the Commission in the sustainability and operation of the Site; and

WHEREAS, at a duly convened regular meeting of the members of the Associates' governing body, held 21 day of December, 2017, a resolution was unanimously adopted, authorizing and directing the chief executive officer of the Associates to enter into this Agreement, a certified copy of said resolution being attached hereto as Exhibit B and incorporated herein by reference.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE 1
TERM

- A. Term: This Agreement shall commence on January 1, 2018 and terminate on December 31, 2019 (the "Term"). This agreement shall not become legally binding and effective until all signatories, including those signing their approvals for form and legality, have signed the agreement and the Commission provides a fully signed copy to the Associates. For purposes of this Agreement, the Term shall not commence prior to the date the last signing party has affixed their signature.

B. Renewal: The Term shall automatically renew once for a period of one year unless either party gives the other written notice of termination in accordance with Article VIII (Termination and Suspension).

ARTICLE II RESPONSIBILITIES OF THE PARTIES

The Associates shall adhere to the Commission's policies and procedures, which are incorporated herein, while engaging in activities pursuant to this Agreement. Subject to the terms and conditions set forth in this Agreement:

A. Responsibilities of the Commission: The Commission shall:

- i. exclusively retain all statutory rights conferred to it by the General Assembly, including, but not limited to the increase in admission fees, control and management of the Site;
- ii. be responsible for certain tasks, including, but not limited to, the management of Commission employees, preservation of the Site, care of the collections, program approval and development, management of the Site, policy development and rulemaking for the Site;
- iii. provide approval for donations of funds, and in-kind goods and services;
- iv. delegate, in writing, certain tasks to the Associates;
- v. meet with the Associates as needed to discuss applicable Commission and Commonwealth policies that relate to the work of the parties;
- vi. publicly recognize the Associates as the official partner support organization for the Site;
- vii. collaborate with the Associates as appropriate to ensure that the Site is adequately staffed;
- viii. provide feedback regarding the performance of Associates' staff; and
- ix. in the event a Site rental occurs outside of the Site's regular business hours, the Commission may, at its sole discretion, provide at least one staff member to be present during the rental term;

B. Responsibilities of the Associates: The Associates shall:

- i. support the mission of the Commission;
- ii. assist the Commission with fostering local community engagement and support for the Site;
- iii. be responsible for certain tasks related to the Site, including, but not limited to fundraising, development, visitor services, marketing and advocacy;
- iv. with the Commission's written consent, solicit gifts of money and gifts of materials and in-kind services for the benefit of the Site;
- v. be qualified to solicit and accept philanthropic contributions under Commonwealth and federal laws;
- vi. conform to best practices, including but not limited to the Commission's Bureau of Historic Sites and Museums Standards Program, and ethics common to all nonprofit organizations, as well as applicable local, Commonwealth and federal laws and regulations;
- vii. cooperate with the Commission and its designated staff members;

viii. notify the Commission's designated staff of Associates' meetings, including general membership meetings, managing board and committee meetings, at least twenty-four hours prior to the scheduled meetings;

ix. cooperate with and aid the Commission in the development of the Site through the sponsorship and/or presentation of programs, tours, demonstrations, exhibits, publications, sales and other visitor services to Site patrons;

x. administer the Commission's facility use program at the Site. The Associates shall provide such services as scheduling facility rentals, preparing the Site for the rental and cleaning up the Site following the rental;

xi. permit the Site Administrator or other Commission designee, to serve as a non-voting liaison to the Associates' board of directors and Associates' committees;

xii. comply with the Marketing Partnership – Associate Group and the Commission/PA Trails of History, which is attached hereto and incorporated herein as Exhibit F;

xiii. provide annual copies of its filed United States Internal Revenue Service Form 990;

xiv. provide such other documentation as its annual Pennsylvania Department of State registration and financial statements; and

xv. complete an Associates' questionnaire, to be filed on an annual basis, detailing the Associates' activities.

C. Joint Responsibilities: The Parties shall:

i. work cooperatively to carry out their respective duties under this Agreement;

ii. jointly develop strategic plans, interpretive plans, marketing and branding efforts, and program activities;

iii. assess their relationship on an annual basis;

iv. review proposed donations of funds, in-kind goods and services that are intended to be provided to the Site to ensure that they meet the Commission's needs;

v. respect the roles that donors, volunteers, the Associates and the Commission staff contribute to the achievement of the Site. The roles of the parties are further outlined in Exhibit C (Division of Responsibilities), which is attached hereto and incorporated herein.

D. Museum Store. If applicable, the Associates shall stock the retail establishment at the Site ("Museum Store") with educational items and other items for purchase that are consistent with the Site. The Commission's designated staff member shall serve as a member of any committee tasked with developing, effectuating, and monitoring Museum Store policy. The Commission reserves the right to approve all merchandise acquired for the Museum Store.

E. Research Services. In its sole discretion, the Commission may grant to the Associates permission to perform research services at the Site and to provide document and photographic reproductive services.

F. Outreach Programs. The Associates shall promote the Site through outreach program services. The Associates may charge a reasonable fee from the person or entity requesting such program services. In calculating the fee, the Associates may consider all expenses related to the program, including but not limited to, travel expenses.

G. Promotional Materials. The Associates shall submit all promotional materials to the Site Administrator for written approval prior to distribution. The Site Administrator shall review such requests in a reasonable and timely fashion.

H. Volunteers. All volunteers of the Associates shall be registered as volunteers with the Commission and abide by all Commission policies and procedures. All volunteers shall be deemed employees of the Commonwealth within the meaning of the term "employee" as defined in section 104 of the act of June 2, 1915 (P.L.736, No. 338), known as the "Workers' Compensation Act." This paragraph, as it pertains to registration and workers' compensation treatment, does not apply to paid employees of the Associates.

I. Site Oversight. The Site Administrator serves as the day-to-day manager of the Site, supervisor of Commission staff assigned to the Site, and overall supervisor of the Site's volunteer corps.

1. Supervision. Supervision of Associates' personnel will be conducted in accordance with mutual agreement between the Site Administrator and the Associates with the understanding that the Site Administrator, as the designee of the Commission's Executive Director, retains final supervisory authority over all aspects of the day-to-day management and operation of the Site and any Site-associated programming.

2. Commission Personnel. Comments or concerns about the performance of Commission personnel at the Site are to be communicated in writing to the Site Administrator for investigation and action. In the event the Site Administrator is the object of concern or comment, the Associates are directed to contact the appropriate Division Chief at the Commission's Bureau of Historic Sites and Museums.

3. Associates' Staff. The evaluation of Associates' staff performance is a joint responsibility to be carried out on an annual basis by the Associates, with input from the Site Administrator. Final authority for the hiring and discharge of Associates staff rests with the hiring party. However, input should be sought from the Site Administrator with regard to the hiring and retention of Associates staff and given due consideration.

ARTICLE III PROGRAM AND BUDGET

A. As payment for Associates services pursuant to this Agreement, the Commission shall pay the Associates a portion of Site revenues. These disbursements are subject to the terms and conditions of this Agreement.

B. The disbursement amounts shall be in accordance with this Agreement and the Program of Activities and Budget, which is attached hereto and incorporated herein as Exhibit D. The Commission shall have reviewed and approved Exhibit D. Such approval shall not be unreasonably withheld.

C. If the Associates violate the terms and conditions of this Agreement, then the Commission may adjust the disbursement of Site revenues to the Associates accordingly.

D. The Associates shall direct all disputes, in writing, to the Commission's division chief for review and action.

E. The Associates shall use all revenue generated on behalf of the Site, with the written approval of the Commission, to fund the implementation of programs and continuity of operations of the Site. The Associates may also use the funds to support their operational expenses incurred under this Agreement.

F. The Associates shall not engage in any fundraising or revenue raising activities for the benefit of the Site without the express prior written approval of the Commission.

G. Each month, the parties shall jointly review the point of sale system to determine the amount of regular Site admissions earned in accordance with the terms and conditions of this Agreement, including Exhibit D.

H. The Associates agree that they must obtain the Commission's prior written approval prior to making any amendments to Exhibit D. The Commission shall have thirty (30) calendar days to take action on any request to amend under this paragraph. In the event that the Commission does not provide its approval or denial of the request with the aforementioned timeframe, the request shall be deemed denied.

ARTICLE IV REPRESENTATIONS, WARRANTIES AND COVENANTS

1. The Associates represent and warrant, which representations and warranties shall survive until the termination of this Agreement, as follows:

A. The Associates are a nonprofit corporation duly organized and validly existing under the laws of the Commonwealth with full power and authority and legal right to carry on business in the manner in which such business has been and is now being conducted by them.

B. The Associates are in good standing under the laws of the Commonwealth.

C. No consent of any third party is required as a condition to the entering into this Agreement by the Associates.

D. The Associates have the full power, authority and legal right to execute, deliver and comply with this Agreement and has taken all actions necessary or appropriate for the execution and delivery of and compliance with this Agreement. This Agreement constitutes valid and legally binding obligations of the Associates enforceable against the Associates in accordance with its respective terms.

E. The Associates have not applied for or consented to the appointment of a receiver, conservator, trustee or liquidator for itself or any of its property; admitted in writing its inability to pay its debts as they mature; made a general assignment for the benefit of creditors; been adjudicated as bankrupt or insolvent or filed a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency,

readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegation of a petition filed against it in any proceeding under any such law; and no action has been taken by it for the purpose of effecting any of the foregoing. No order, judgment or decree has been entered by any court of competent jurisdiction approving a petition seeking reorganization or all or a substantial part of the assets of the Associates, or appointing a receiver, conservator, sequestrator, trustee or liquidator of it or any of its property.

F. The Associates are duly organized and subsisting as a nonprofit corporation under the laws of the Commonwealth and it is registered in accordance with the Pennsylvania Solicitation of Funds for Charitable Purposes Act, 10 P.S. § 162.1 *et seq.*, as amended (the "Act").

G. The Associates are organized and operated exclusively for exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and in good standing with the Internal Revenue Service of the United States of America.

H. The Associates have conducted their business in compliance with all applicable laws, ordinances and regulations. The members of the Associates' governing body have no knowledge of, or have not been informed in writing of, any continuing violation or any violation of any laws, ordinances and regulations relating to the conduct of the business of the Associates or the commencement of any investigation respecting any such possible violation, except in each case for violations that would not, individually or in the aggregate, reasonably be expected to have a material adverse effect.

I. None of the statements furnished to the Commission by or on behalf of the Associates in connection with this Agreement contain any untrue statement of material fact or omits to state a material fact.

J. To the actual knowledge of the Associates, there exists no material action, suit or proceeding pending or threatened against or affecting the Associates, or arising out of this Agreement or the transactions contemplated hereby.

K. The Associates have made a reasonable search and to the best of their knowledge and believe the Associates are not barred or suspended by the Commonwealth from participation in state contracts.

2. The Associates covenants with and warrants to the Commission as follows:

A. The Associates shall remain a nonprofit corporation duly organized and validly existing under the laws of the Commonwealth with full power and authority and legal right to carry on business in the manner in which such business has been and is now being conducted by the Associates, to perform their obligations hereunder.

B. The Associates shall maintain their existence as a nonprofit corporation under the laws of the Commonwealth and maintain its tax-exempt status in accordance with the Code. The Associates shall notify the Commission, in writing, within ten (10) business days if the Internal Revenue Service of the United States of America has revoked its exempt status.

C. The Associates will fully and completely comply with all applicable federal and Commonwealth laws, rules, regulations and Commission guidelines.

D. The Associates shall remit all profits due to the Commission as required by this Agreement.

E. The Associates shall promptly advise the Commission, in writing, of (1) all litigation, regardless of amount, affecting the Associates, and (2) all complaints and charges made by any governmental authority affecting the Associates.

F. The Associates shall maintain registration as a charitable organization under the Act and provide proof of this registration annually to the Commission and notify the Commission within ten (10) business days of receipt if the Associates should receive notice from the Bureau of Charitable Organizations of the Pennsylvania Department of State that the Associates has been found in violation of, or has failed to maintain their registration under, the Act.

G. The Associates shall maintain both an active volunteer program and a membership program (including, but not limited to, an established dues structure, with benefits and activities appropriate to a membership organization) for the benefit of the Site.

H. The Associates shall maintain a schedule of mission-related public programs and conduct fundraising appeals and marketing campaigns, in accordance with Commission policies, to achieve Site goals.

I. The Associates shall not engage in activity at or away from the Site which shall, in the judgment of the Commission, derogate the honor or dignity of the Site or reflect adversely on the Commission.

J. The Associates shall not engage in any political or financial activity not authorized by this Agreement unless otherwise authorized in writing by the Commission.

ARTICLE V FISCAL MATTERS

A. Audit Requirements. The Associates shall comply with the Commission's Audit and Financial Review Policy, which is incorporated herein and may be amended from time-to-time. The Commonwealth and Commission, or their authorized representatives or agents, shall have the right at all reasonable times to audit the books, documents and records of the Associates in conjunction with the Site to the extent that such books, documents and records relate to this Agreement. The Associates shall preserve books, documents, and records related to this Agreement for a period of seven (7) years from the termination date of this Agreement.

B. Endowment, Investment or Restricted Accounts. The Associates shall obtain the Commission's written consent prior to establishing any endowment, investment or restricted account for the benefit of the Site. All such accounts should be established in accordance with applicable Commonwealth laws, including 37 Pa.C.S. § 302(1) and Commission policies and procedures. Upon request, the Associates shall provide any related investment policies. Upon the termination of this

Agreement or the cessation of the operations of the Associates, the funds in any such accounts shall be transferred to the Commission unless otherwise agreed between the Commission and the Associates.

C. Use For Intended Purpose. The Associates agree that all funds and property received by the Associates will be applied, expended, and distributed in a manner consistent with their articles of incorporation and bylaws.

ARTICLE VI PROPERTY UTILIZATION

A. Real and Physical Property. The Commonwealth owns the Site; therefore, the Commission has the sole authority to make decisions related to the operations and management of the Site and Commission employees. With the written consent of the Commission, the Associates may provide funding for the purchase of items to benefit the Site. The Associates may transfer ownership of such purchases to the Commission in accordance with the Commonwealth's and Commission's policies and procedures.

B. Intellectual Property. The Associates understand and agree that all rights, including, without limitation trademarks, logos, trademarks, and copyrights, in and to the Site as well as images of Commonwealth and Commission employees in uniform or in taglines are and shall remain the intellectual property of the Commonwealth (Commonwealth Intellectual Property). Nothing contained in this Agreement shall be deemed to grant the Associates any right, title, or interest in the Commonwealth Intellectual Property, in whole or in part.

C. Assignment of Space. The Commission may, in its sole discretion, assign space to the Associates to carry out their activities under this Agreement through a written agreement between the Parties. The agreement shall describe, among other features, the location of the area, its specific use, and the hours that the Associates may utilize the space.

ARTICLE VII INSURANCE

A. The Associates shall furnish a certificate of insurance (attached as Exhibit E) in the amount of \$1,000,000 combined single limit liability for bodily injury and property damage coverage; in the amount of \$1,000,000 combined single limit liability for automobile liability coverage; and if required, in the amount of \$10,000,000 to cover the loss of said building(s). The Associates shall provide workers compensation insurance to cover its employees. The Commission and the Commonwealth shall be listed as additional insured party under the aforementioned required policies.

B. The Associates shall provide the Commission with current certificates of insurance, which shall provide that coverages afforded under such policies.

C. All insurance coverage written pursuant to this Article VII shall be written such that the Commission is afforded at least thirty (30) days prior notice of cancellation of any insurance policy or of any material alteration thereto.

ARTICLE VIII TERMINATION AND SUSPENSION

A. Termination by Mutual Agreement. The Parties may terminate this Agreement by mutual written agreement upon ninety (90) calendar days advance written notice to the non-terminating party. The termination shall be effective upon the termination date specified in the notice.

B. Termination for Cause. Either party may terminate this Agreement for a material breach of the terms and conditions of this Agreement by the other party. This Agreement shall terminate thirty (30) calendar days from the date of the written notice of termination.

C. Termination for Convenience. The Commission may terminate this Agreement at any time, when it has determined in its sole discretion, that termination would be in the best interest of the Commonwealth. The Commission shall provide the Associates with written notice of the termination. The termination date shall be the date specified in the written notice of termination.

D. Termination by Act of the General Assembly. If the General Assembly of the Commonwealth mandates or authorizes the transfer of the Site during the Term, the termination date shall be the date specified in the written notice of termination.

E. Suspension. Upon written notice and at any time during the Term of this Agreement, the Commission may suspend payments and/or request suspension of activities under this Agreement. Such notice may be given if, in the opinion of the Commission any of the following has occurred: (1) the Associates have violated a law, regulation or ordinance or have misused proceeds; (2) the Associates have committed acts of malfeasance or engaged in criminal activity; (3) an inspection or audit has resulted in unsatisfactory findings; (4) an act of God, strike, disaster, or other circumstance beyond the Associates' control prevents adequate performance of activities under this Agreement; (5) the Associates have failed to comply with any condition of another agreement or contract with the Commission; and (6) the Associates has violated any term or condition of this Agreement. During a suspension, the Associates may not spend any revenue generated pursuant to this Agreement and the provisions of this Agreement shall continue to apply.

F. Asset Distribution. The Associates must transfer all assets raised for the benefit of the Site or in connection with this Agreement, including endowments, investment or restricted accounts to the Commission. Unless otherwise agreed between the Commission and the Associates, the Associates shall transfer the assets, including all interest and earnings, to the Commission within ninety (90) calendar days of the termination of this Agreement or upon cessation of the operations of the Associates, whichever is first. The Associates shall provide an audited financial statement to the Commission no later than sixty (60) days following the termination of this Agreement or upon cessation of the operations of the Associates. Nothing herein shall prevent the Associates from satisfying allowable outstanding obligations reasonably incurred in association with this Agreement prior to the termination of this Agreement.

ARTICLE IX ASSOCIATES' INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

A. DEFINITIONS. For purposes of these Commission's Integrity Provisions, the following terms shall have the meanings found in this Section:

i. "Consent" means written permission signed by a duly authorized officer or employee of the Commission, provided that where the material facts have been disclosed, in writing, by contractual terms, the Commission shall be deemed to have consented by virtue of the execution of this Agreement.

ii. "Associates" means the nonprofit entity that has entered into this Agreement with Commission.

iii. "Associates Related Parties" means any affiliates of the Associates and Associates' executive officers, and Pennsylvania officers or directors.

iv. "Financial Interest" means either:
(1) Ownership of more than a five percent interest in any business; or
(2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

v. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b)*, shall apply.

B. In furtherance of this policy, Associates agrees to the following:

i. The Associates shall maintain the highest standards of honesty and integrity during the performance of this Agreement and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Associates or that govern contracting or procurement with the Commonwealth and Commission.

ii. The Associates, their affiliates, agents, employees and anyone in privity with Associates shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or Commonwealth law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive, including but not limited to the Commonwealth's Executive Order 2015-1 (a/k/a the Gift Ban), or any other published standard of the Commonwealth in connection with performance of work under this Agreement, except as provided in this Agreement.

iii. The Associates certifies to the best of its knowledge and belief that within the last five (5) years, Associates or Associates' Related Parties have not:

(1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;

(2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;

(3) had any business license or professional license suspended or revoked;

(4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

(5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Associates cannot so certify to the above, then they must submit along with this Agreement a written explanation of why such certification cannot be made and Commission will determine whether this Agreement may be entered into with the Associates. The Associates' obligation pursuant to this certification is ongoing from and after the effective date of this Agreement through the termination date thereof. Associates acknowledges that Commission may, in its sole discretion, terminate this Agreement for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into this Agreement.

iv. If applicable, the Associates shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this Agreement was awarded on a Non-bid Basis, Associates must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.

v. When the Associates have reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Associates Integrity Provisions has occurred or may occur, including but not limited to contact by a Commission officer or employee which, if acted upon, would violate such ethical standards, Associates shall immediately notify the Commission or the Pennsylvania Office of Inspector General in writing.

vi. The Associates, by execution of this Agreement and by the submission of any bills, invoices or requests for payment pursuant to this Agreement, certifies and represents that they have not violated any of these Associates Integrity Provisions in connection with the proposal, during any contract negotiations or during the Term of this Agreement. Associates shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Associates Integrity Provisions. Associates agree to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Pennsylvania Office of Inspector General for investigations of the Associates' compliance with the terms of this Agreement or any other agreement between the Associates, Commission and/or the Commonwealth that results in the suspension or debarment of the Associates. Associates shall not be responsible for investigative costs for investigations that do not result in the Associates suspension or debarment.

vii. The Associates shall cooperate with the Pennsylvania Office of Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Associates non-compliance with these Associates' Integrity Provisions. Associates agrees to make identified Associates employees available for interviews at reasonable times and places. Associates, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Associates' integrity and compliance with these provisions. Such information may include, but shall not be limited to, Associates' business or financial records, documents or files of any type or form that refer to or

concern this Agreement.

For violation of any of these Associates' Integrity provisions, the Commission may terminate this Agreement and any other agreement with Associates, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another Associates group to complete performance under this Agreement, and debar and suspend Associates from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those Commission and/or the Commonwealth may have under law, statute, regulation, or otherwise.

ARTICLE X
NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Associates agree:

A. In the hiring of any employee(s) for the performance of work, or any other activity required under this Agreement or any subcontract, the Associates, subcontractor, or any person acting on behalf of the Associates or subcontractor shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

B. Neither the Associates nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the performance of work, or any other activity required under this Agreement.

C. The Associates and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

D. The Associates and each subcontractor shall not discriminate in violation of the PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which this Agreement relates.

E. The Associates and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Associates and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Associates and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary

employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion & Small Business Opportunities (BDISBO), for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

F. The Associates shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

G. The Associates' and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Associates and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

H. The Commission may cancel or terminate the Agreement and all money due or to become due under the Agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Associates in the Contractor Responsibility File.

ARTICLE XI OFFSET PROVISION

The Associates agree that the Commonwealth may set off the amount of any Commonwealth tax liability or other obligation of the Associates or its subsidiaries to the Commonwealth against any payments due the Associates under any agreement with the Commonwealth and/or the Commission.

ARTICLE XII RIGHT-TO-KNOW LAW

A. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Agreement.

B. If the Commission needs the Associates' assistance in any matter arising out of the RTKL related to this Agreement, it shall notify the Associates using the legal contact information provided in this Agreement. The Associates, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commission.

C. Upon written notification from Commission that it requires the Associates' assistance in responding to a request under the RTKL for information related to this Agreement that may be in the Associates' possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Associates shall:

1. Provide Commission, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Associates' possession arising out of this Agreement that Commission reasonably believes is Requested Information and may be a public record under the RTKL; and

2. Provide such other assistance as Commission may reasonably request, in order to comply with the RTKL with respect to this Agreement.

D. If the Associates considers the Requested Information to include a request for a trade secret or confidential proprietary information, as those terms are defined by the RTKL, or other information that the Associates considers exempt from production under the RTKL, the Associates must notify Commission and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by an authorized representative of the Associates explaining why the requested material is exempt from public disclosure under the RTKL.

E. The Commission will rely upon the written statement from the Associates in denying a RTKL request for the Requested Information unless the Commission determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commission determine that the Requested Information is clearly not exempt from disclosure, the Associates shall provide the Requested Information within five (5) business days of receipt of written notification of the Commission's determination.

F. If the Associates fails to provide the Requested Information within the period required by these provisions, the Associates shall indemnify and hold Commission harmless for any damages, penalties, costs, detriment or harm that the Commission may incur because of the Associates' failure, including any statutory damages assessed against the Commission.

G. The Commission will reimburse the Associates for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

H. The Associates may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania courts, however, the Associates shall indemnify the Commission for any legal expenses incurred by the Commission as a result of such a challenge and shall hold the Commission harmless for any damages, penalties, costs, detriment or harm that Commission may incur as a result of the Associates' failure, including any statutory damages assessed against Commission, regardless of the outcome of such legal challenge. As between the parties, the Associates agrees to waive all rights or remedies that may be available to it as a result of the Commission's disclosure of Requested Information pursuant to the RTKL.

I. The Associates' duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as the Associates have Requested Information in its possession.

ARTICLE XIII INDEMNIFICATION/HOLD HARMLESS PROVISION

A. The Associates shall hold the Commission and the Commonwealth harmless from and indemnify the Commission and the Commonwealth against any and all third-party claims, demands and actions based upon or arising out of any activities performed by the Associates and its

employees and agents under this Agreement, provided Commission gives Associates prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, *et seq.*), the Office of Attorney General ("OAG") has the sole authority to represent Commission in actions brought against Commission. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Associates, the Commission will cooperate with all reasonable requests of Associates made in the defense of such suits.

B. Notwithstanding the foregoing, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commission may, in its sole discretion, allow the Associates to control the defense and any related settlement negotiations.

ARTICLE XIV APPLICABLE LAW

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of Commonwealth courts. The Associates consent to the jurisdiction of any court of the Commonwealth and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Associates agree that any such court shall have *in personam* jurisdiction over them, and consents to service of process in any manner authorized by Pennsylvania law. Nothing in this Agreement shall be construed to limit the sovereign immunity of the Commonwealth or the Commission.

ARTICLE XV NOTICES

All notices under this Agreement shall be in writing and delivered by mail, personal delivery, electronic delivery or other appropriate means to the addresses set forth below or as otherwise provided by the Parties:

<u>Commission</u>	<u>Associates</u>
Bureau Director	Ross Aresco
Historic Sites and Museums	President
Pennsylvania Historical and Museum Commission	Flagship Niagara League
400 North Street	150 E. Front Street
Harrisburg, PA 17120	Erie, PA 16507

ARTICLE XVI MANDATED REPORTING

All Associates employees, subcontractors and volunteers who provide a program, activity or service under this Agreement that involves the care, supervision, guidance or control of minors are considered to be mandated reporters of suspected cases of child abuse. All mandated reporters shall make

an immediate report of suspected child abuse or cause a report to be made if they have reasonable cause to suspect that a child is a victim of child abuse under any of the following circumstances:

A. The mandated reporter comes into contact with the child in the course of employment, occupation and practice of a profession or through a regularly scheduled, program, activity or service.

B. The mandated reporter is directly responsible for the care, supervision, guidance or training of the child, or is affiliated with an entity that is directly responsible for the care, supervision, guidance or training of the child.

C. A person makes a specific disclosure to the mandated reporter in order for the mandated reporter to make a report of suspected child abuse.

D. An individual 14 years of age or older makes a specific disclosure to the mandated reporter that the individual has committed child abuse.

The minor is not required to come before the mandated reporter in order for the mandated reporter to make a report of suspected child abuse. The mandated reporter does not need to determine the identity of the person responsible for the child abuse to make a report of suspected child abuse. The Associates are responsible for training its employees and subcontractors.

Mandated Reporters must immediately make an oral report of suspected child abuse of the Department of Human Services ("DHS") by calling 1-800-932-0313 (TDD:866-872-1677), or file an electronic report to DHS through www.compass.state.pa.us/cwis. If an oral report is made, a written report, which may be submitted electronically, shall also be made within 48 hours to DHS or the county agency assigned to the case as prescribed by DHS.

ARTICLE XVII ENHANCED MINIMUM WAGE PROVISIONS

A. Enhanced Minimum Wage. Effective with the execution of this Agreement, the Associates agree to pay no less than \$10.15 per hour to its employees for all the hours worked directly performing the services called for in this Agreement, and for an employee's hours performing ancillary services necessary for the performance of the services called for in this Agreement when such employee spends at least twenty per cent (20%) of her or his time performing ancillary services in a given work week.

B. Adjustment. Beginning January 1, 2019, and annually thereafter, the Associates shall pay their employees described in Paragraph 1 above an amount that is no less than the amount previously in effect; increased from such amount by the annual percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (United States city average, all items, not seasonally adjusted), or its successor publication as determined by the United States Bureau of Labor Statistics; and rounded to the nearest multiple of \$.05. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.

C. Exceptions. This Article XVII shall not apply to employees:

- i. exempt from minimum wage coverage under the Minimum Wage Act of 1968;
- ii. covered by a collective bargaining agreement;

iii. required to be paid a different wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or

iv. required to be paid a different wage under any state or local policy or ordinance.

D. Notice. The Associates shall post these Enhanced Minimum Wage Provisions conspicuously, for the entire period of this Agreement, in easily-accessible and well-lighted places customarily frequented by employees at or near where the services under this Agreement are performed.

E. Records. The Associates must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.

F. Sanctions. Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of this Agreement, nonpayment, debarment or referral to the Office of General Counsel main office for appropriate civil or criminal referral.

G. Subcontractors. If applicable, the Associates shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

ARTICLE XVIII MISCELLANEOUS

A. Entire Agreement. This Agreement, including the exhibits, contains all the terms and conditions agreed to by the Parties, and supersedes any prior or contemporaneous written or oral agreements between the Parties, with respect to the subject matter hereof.

B. Modifications. This Agreement may be extended, renewed, supplemented or amended only when agreed to in writing by the Commission and Associates.

C. Waiver. No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by the waiving party. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereon.

D. Assignment. The Associates shall not assign any of its rights or obligations under this Agreement without the prior written consent of the Commission. This Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective successors and permitted assigns.

E. No Agency. In the exercise of their rights and responsibilities under this Agreement, the Associates act at all times as an independent contractor. The Associates are not an agent, employee or representative of the Commission or the Commonwealth, nor will the Associates represent themselves as such to third parties. Neither Commission nor other Commonwealth employees are agents, employees or representatives of the Associates. Nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, principal and agent, or joint venture among the Commonwealth, Commission and the Associates. No provision contained herein will be construed as authorizing or empowering either party to assume or create any obligation or responsibility whatsoever,

express or implied, on behalf, or in the name of, the other party in any manner, or to make any representation, warranty or commitment on behalf of the other party. In no event will either party be liable for (a) any loss incurred by the other party in the course of its performance hereunder, or (b) any debts, obligations or liabilities of the other party, whether due or to become due.

F. Third-Party Beneficiaries. Unless expressly stated herein, nothing in this Agreement is intended to grant any legally enforceable rights or provide any benefits to any third party.

G. Survival. The terms and conditions of this Agreement that by their nature are reasonably intended by the parties to survive termination shall survive the expiration or termination of this Agreement.

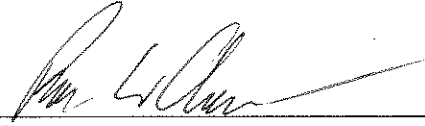
H. Severability. If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected.

I. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission) as against the party signing the counterpart, but which together shall constitute one and the same instrument.

J. Assurances. If reasonably requested by one party, the other party shall execute and deliver such other documents and take such other action as may be necessary to effect the terms of this Agreement.

WHEREFORE, in witness of the covenants set forth herein on the attached pages, the parties have affixed their signatures hereto:

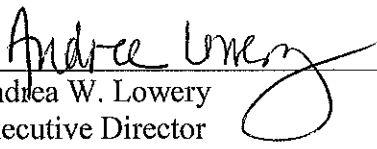
FLAGSHIP NIAGARA LEAGUE

By:  1-2-18
Ross Aresco Date
Board President

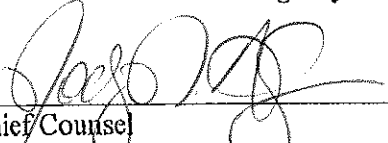
EW
BW
1/12/2018

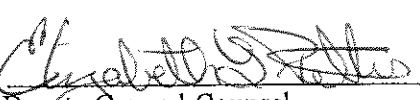
EIN: 25-1422309


PENNSYLVANIA HISTORICAL AND MUSEUM COMMISSION

By:  1/19/18
Andrea W. Lowery Date
Executive Director

Approved as to Form and Legality:

By:  1/30/18
Chief Counsel Date
Pennsylvania Historical and Museum Commission

By:  2/2/18
Deputy General Counsel Date
Office of General Counsel

By:  3/26/18
Deputy Attorney General Date
Office of Attorney General

By:  4/19/18
Governor Date

EXHIBIT A
ARTICLES OF INCORPORATION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE

DECEMBER 7, 2012

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

THE FLAGSHIP NIAGARA LEAGUE

I, Carol Aichele, Secretary of the Commonwealth of Pennsylvania
do hereby certify that the foregoing and annexed is a true and correct
copy of
ARTICLES OF INCORPORATION-NON-PROFIT filed on May 10, 1982
which appear of record in this department.



IN TESTIMONY WHEREOF, I have
hereunto set my hand and caused
the Seal of the Secretary's Office to
be affixed, the day and year above
written.

A handwritten signature in cursive script, appearing to read "Carol Aichele".

Secretary of the Commonwealth

APPLICATION'S ACCT NO

DSCB 15-7316 (Rev 11-72)

Filing Fee- \$75
AIN-8
Articles of
Incorporation--
Domestic Nonprofit Corporation

82-22 1845

(Line for numbering)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAU

Filed this 10th day of May 1982

Commonwealth of Pennsylvania
Department of State

William L. Dennis

Secretary of the Commonwealth

slc

(Box for Certification)

In compliance with the requirements of 15 Pa.C.S. §7316 (relating to articles of Incorporation) the undersigned, desiring to be incorporated as a nonprofit corporation, hereby certifies (certify) that:

1. The name of the corporation is:

The Flagship Niagara League

2. The location and post office address of the initial registered office of the corporation in this Commonwealth is:

80

(NUMBER)

State Street

(STREET)

Erie

(CITY)

Pennsylvania

16507

(ZIP CODE)

3. The corporation is incorporated under the Nonprofit Corporation Law of the Commonwealth of Pennsylvania for the following purpose or purposes:

To facilitate citizen participation in:

- A. the restoration and preservation of the Flagship Niagara;
- B. the fostering of community and national awareness of the historical significance of the ship;
- C. the provision of resources--monetary, material, and human--to facilitate these goals.
- D. providing direction, including policy recommendations, financial plans for the development of the Niagara in concert with the Pennsylvania Historical and Museum Commission.
- E. providing educational and historical activities related to the Flagship, and to do all lawful things for which corporations can be formed under the Nonprofit Corporation Law of Pennsylvania, Act No. 271 of November 15, 1972, as amended.

The corporation does not contemplate pecuniary gain or profit, incidental or otherwise.

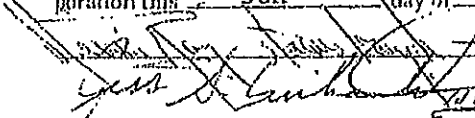
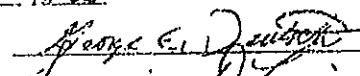
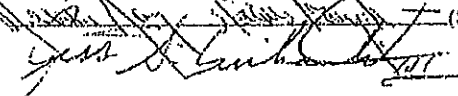
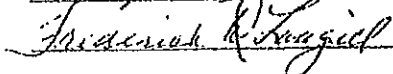
4. The term for which the corporation is to exist is: perpetual

DSCB 15-7316 (Rev. 11-72)-2

- 5. The corporation is organized upon a nonstock basis.
- 6. ~~(Strike out if applicable if the corporation shall have no members.~~
- 7. ~~(Strike out if inapplicable) The incorporators constitute an majority of the members of the committee authorized to incorporate _____
(NAME OF UNINCORPORATED ASSOCIATION)
 by the requisite vote required by the organic law of the association for the amendment of such organic law.~~
- 8. The name(s) and post office address(es) of each incorporator(s) is (are):

<small>NAME</small>	<small>ADDRESS (Including street and number, if any)</small>
George E. Deutsch	634 West Sixth Street, Erie, PA 16507
Jess S. Juliante III	1702 Penelec Park Dr., Erie, PA 16509
Frederick D. Langill	132 Meadville Street, Edinboro, PA 16412
M. Roy Strausbaugh	Box 378, Edinboro, PA 16412

IN TESTIMONY WHEREOF, the incorporator(s) has (have) signed and sealed these Articles of Incorporation this 5th day of May, 19 82.

 (SEAL)  (SEAL)
 (SEAL)  (SEAL)

INSTRUCTIONS FOR COMPLETION OF FORM:

- A. For general instructions relating to the incorporation of nonprofit corporations see 19 Pa. Code Ch. 29 (relating to nonprofit corporations generally). These instructions relate to such matters as corporate name, stated purposes, term of existence, authorized share structure, inclusion of names of first directors in the Articles of Incorporation, provisions on incorporation of unincorporated associations, etc.
- B. One or more corporations or natural persons of full age may incorporate a nonprofit corporation.
- C. If the corporation is to be organized upon a stock share basis Paragraph 5 should be modified accordingly.
- D. Optional provisions required or authorized by law may be added as Paragraphs 9, 10, 11 . . . etc.
- E. The following shall accompany this form:
 - (1) Any necessary copies of Form DSCB:17.2 (Consent to Appropriation of Name) or Form DSCB:17.3 (Consent to Use of Similar Name).
 - (2) Any necessary governmental approvals.
- F. 15 Pa.C.S. §7317 (relating to advertisement) requires that the incorporators shall advertise their intention to file or the corporation shall advertise the filing of articles of incorporation. Proofs of publication of such advertising should not be delivered to the Department, but should be filed with the minutes of the corporation.

RECEIVED
MAY 10 1982

Articles of Incorporation - Domestic Nonprofit Corporation

9. The Corporation is organized exclusively for charitable purposes as such purposes are defined by Section 501 (c) (3) of the Internal Revenue Code (or the corresponding section of any future Internal Revenue Law of the United States). No part of the net earnings of the Corporation shall inure to the benefit of any individual and no member, director, officer or employee of the Corporation shall receive any pecuniary benefits of any kind except reasonable compensation for services in effecting the corporate purposes. No substantial part of the activities of the Corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation; nor shall the Corporation participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office.

Any provision of law to the contrary notwithstanding the Corporation may not merge or consolidate with any corporation which is not an exempt organization as defined in Section 501 (c) (3) and Section 170 (b) (1) (A) other than in clauses (vi) and (viii) of the Internal Revenue Code, or their successor provisions, and which has not been in existence and so described for a continuous period of at least 60 calendar months.

In the event the Corporation is dissolved and liquidated the board of directors shall after paying or making provisions for payment of all of the liabilities of the Corporation, distribute the corporate property and assets to such organization or organizations as in their judgment have purposes most closely allied to those of this Corporation; provided, however, that the transferee organization or organizations shall then be a qualified tax-exempt charitable organization within the meaning of Section 501 (c) (3) and Section 170 (b) (1) (A) other than in clauses (vii) and (viii) of the Internal Revenue Code or their successor provisions, shall have been in existence and so described for a continuous period of at least 60 calendar months, and shall also be an organization contributions to which are deductible under Sections 170, 2055 and 2522 of the Internal Revenue Code or successor provisions. Any of the property or assets not so distributed shall be disposed of by the court having jurisdiction of the dissolution and liquidation of a Pennsylvania nonprofit corporation and exclusively to such charitable organization or organizations as are then qualified tax-exempt organizations as defined above.

10. The corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on distributed income imposed by Section 4942 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

The corporation shall not engage in any act of self-dealing as defined in Section 4941 (d) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

The corporation shall not retain any excess business holdings as defined in Section 4943 (c) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

Articles of Incorporation - Domestic Nonprofit Corporation

The corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal Tax laws.

The corporation shall not make any taxable expenditures as defined in Section 4945 (d) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

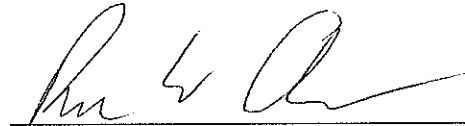
The corporation shall not exercise any powers except those which are in furtherance of its exempt purpose as defined in Section 501 (c) (3) and Section 107 (b) (1) (A) other than in clauses (vii) and (viii) of the Internal Revenue Code, or their successor provisions.

EXHIBIT B
AUTHORIZING RESOLUTION

EXHIBIT B
AUTHORIZING RESOLUTION

The Flagship Niagara League Board of Trustees has unanimously adopted, authorizing and directing the chief executive officer of the Associates to enter into this Agreement. This resolution was approved electronically on December 21, 2017.

Signed By:



Ross Aresco, Flagship Niagara League Board President

1-2-18

Date

EXHIBIT C DIVISION OF RESPONSIBILITIES

Commission's responsibilities:

- **The Commission Administers the Site,** maintaining professional museum standards
- The Commission focuses on preservation and education, ensuring quality in the following areas:
 - Site management
 - Preservation of buildings and grounds (including payment of utilities, regular and major maintenance projects)
 - Documentation, care and management of collections
 - Development of quality programs and activities to achieve educational and community engagement goals
 - Exhibits / Interpretive Plans
- Commission staff may include but is not limited to:
 - Site Administrators
 - Educators
 - Curators
 - Maintenance personnel

 - Regional Commission staff may include maintenance personnel, clerical staff, educators, and curators.

Joint Responsibilities:

- Strategic Planning
- Interpretive Planning
- Educational and Public Program Planning

Associates' responsibilities:

- **Associates are Support Groups,** bringing community involvement and an entrepreneurial capacity to the partnership
- The Associates focus on visitor services and development. Their areas of responsibility may include:
 - Museum Store operations
 - Staffing front desk
 - Tours
 - Conducting a facility rental program
 - Marketing the site
 - Site advocacy
 - Research assistance
 - Fundraising and development (including membership, grants, sponsorships, annual campaign, estate/legacy planning, endowment, Site fundraisers)
 - Garnering resources to support site operations and growth, such as:
 - Programming
 - Collections acquisitions and conservation
 - Endowments
 - Maintenance projects
 - Capital projects
 - Exhibits
- The Associates' staff may include but is not limited to:
 - Museum Store and front desk reception staff
 - Guides
 - Research staff
 - Marketing staff
 - Fundraising professionals
 - Facility rental staff
 - Accounting personnel
 - Clerical personnel
- The Associates will have input into Site direction in terms of strategic and interpretive planning.

EXHIBIT D
PROGRAM OF ACTIVITIES AND BUDGET

Part I General Admissions	Commission Share 46%	Associates Share 54%
<p>I. A Admission revenues will be divided between the Commission and the Associates in exchange for front desk reception staffing, ticket sales, and tour guide services provided by the Associates. All General Admissions receipts will be remitted to the Commission on a monthly basis. The Associates will invoice the Commission for the Associates' percentage of General Admissions revenues, as indicated above, based upon point-of-sale records.</p>		
<p>General Admissions include:</p>		
<ul style="list-style-type: none"> Regular Admissions Group Tours School Tours Motorcoach Tours Themed Tours Educational Tours Outreach Programs Library Admissions Multiple-museum Admissions (combination tickets) 		
<p>I.B The Commission agrees that \$1.00 of every regular admission adult, reduced rate, and youth ticket sold will be removed from the Commission's share of monthly receipts and placed into an account in the Preservation Fund to be used for marketing purposes. The Commission agrees to provide the Associates an accounting of expenditures of these funds by October 1 each year. (This provision does not apply to other categories of General Admissions sold, such as school tours or motorcoach tours.)</p>		
<p>I.C The Associates agree that \$1.00 of every regular admission adult, reduced rate, and youth ticket sold will be removed from the Associates' share of monthly receipts and placed into an account in the Associates' treasury to be used for marketing purposes. The Associates agree to provide Commission an accounting of expenditures of these funds by October 1 each year. (This provision does not apply to other categories of General Admissions sold, such as school tours or motorcoach tours.)</p>		

Part II Special Events (Mission Related)	Commission Share 0.00%	Associates' Share 100%
<p>Following payment of a license fee to the Commission, the Associates may retain up to 100% of revenues earned by the mission-related special events ("Special Events") listed in exchange for the satisfactory provision of even services at the Site. The Associates will pay an annual license fee to the Commission which permits the Associates to retain a percentage of Special Event income as listed by program below. This license fee is equal to 1% of the previous year's Special Event admissions income as determined by point-of-sale records. The Commission will invoice the Associates. The license fee is due to the Commission prior to March 31. In the event of nonpayment of the license fee, the Associates will not be able to retain any Special Event income between March 31 and the date of license fee payment.</p>		
Name of event and date		
Charter Day - March 11, 2018		
Discovery Day – May 12, 2018		
Friends & Family Day – July 4, 2018 and July 4, 2019		
Christmas Tree Ship – December 8, 2018		
Tall Ships Erie 2019 Aug 22, - Aug. 25, 2019		
<i>Attach a separate Exhibit D-1 Program Description - Licensed Activity sheet for each event</i>		

Part III Fundraising Events (Non-Mission Related)	Commission Revenues 0.00%	Associates' Revenues 100%
<p>Following payment of a license fee to the Commission, the Associates may retain 100% of revenues earned by the non-mission-related fundraising events ("Fundraising Events") listed in exchange for the satisfactory provision of Fundraising Event services at the Site. The Associates will pay an annual license fee to the Commission which permits the Associates to retain Fundraising Event income as listed by program below. This license fee is equal to 1% of the previous year's Special Event/Fundraising Event admissions income as determined by point-of-sale records. The Commission will invoice the Associates. The license fee is due to the Commission prior to March 31. In the event of nonpayment of the license fee, the Associates will not be able to retain any Fundraising Event income between March 31 and the date of license fee payment.</p>		
Name of event and date		
Mystery at the Maritime April 28, 2018		
Wintertime at the Maritime Mar 3, 2018		
Mariner's Ball June 2, 2018		
Flagship Niagara League Open July 16, 2018		
Erie Yacht Club Happy Hour September 18, 2018		
Brews on the Brig September 29, 2018		
Lunch with the Captain October 27, 2018		
<i>Attach a separate Exhibit D-1 Program Description - Licensed Activity sheet for each event</i>		

Part IV Development	Commission Revenues (0.00%)	Associates' Revenues (100%)
The Associates will retain 100% of these revenues in exchange for the satisfactory provision of fundraising and development services for the Site. This includes donations, membership program, annual appeal, bequests, planned giving, and grants.		

Part V Facility Rentals	Commission Share .025%	Associates' Share 99.75%
The Associates may retain up to 100% of revenues earned through facility rentals in exchange for the satisfactory provision of rental coordination, facility preparation, and facility clean-up services at the Site. The presence of a Commission staff member will be required for any events taking place after normal operating hours. The Associates will pay any overtime and benefits earned by Commission staff in association with facility use rentals.		
<i>Attach proposed facility rental fee schedule as Exhibit D-2</i>		

Part VI Sailing Program	Commission Share (0.00 %)	Associates' Share (100 %)
The Associates may retain up to 100% of revenues earned through various sailing programs. The sailing program is authorized by the Management Agreement between PHMC and the Flagship Niagara League dated April 22, 2010.		
College History Consortium Class (May-June 2018 and May-June, 2019)		
Exploring the Great Lakes (June-July, 2018 and June-July, 2019)		
High School Maritime Program (July, 2018 and July, 2019)		
College Science Consortium Class (August, 2018 and August, 2019)		
Williams Mystic Trainee Program (September, 2018 and September, 2019)		
Day-Sails on <i>Niagara</i> (ongoing)		
Day-Sails on Second Vessel (ongoing)		
School Short Sails (May and September 2018, May and September 2019)		
Port Visits (ongoing)		

Part VII Museum Store/Retail Program		
The Associates will retain 100% of revenues earned by Associates-operated museum stores in exchange for such services.		

Exhibit D – 1

PROGRAM DESCRIPTION
LICENSED ACTIVITY

ASSOCIATE GROUP: Flagship Niagara League
NEW PROGRAM
REPEAT PROGRAM
PROGRAM TITLE: Charter Day
PROPOSED DATE(S): March 11, 2018
TIME: 9am to 5pm
LOCATION: Erie Maritime Museum and U.S. Brig *Niagara*

Describe the purpose and content of the program. How does this program further the mission of the Site or museum?

Charter Day is held annually to celebrate the founding of Pennsylvania. Free admission is offered to the general public.

Rate the program (or its potential) in accordance with the Interpretation and Presentation Standards for the Bureau of Historic Sites and Museums in terms of the following categories:

	High	Low
Mission-related	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Financial Sustainability	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Community Engagement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is this program a non-mission related fundraising event?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

List any program sponsors:

N/A

Describe the role(s) of the Associates in preparing, executing, and marketing the program (list all specific tasks to be performed by Associate staff and volunteers):

- Social media for the event will start on March 1
- Event will be spotlighted in the newsletter
- An email will be sent to all members, volunteers, donors, and corporate partners
- Volunteers will man various activities throughout EMM during the event

Support requested (if any) from Commission Site and museum staff to execute the program (list specific tasks):

Open and close EMM and exhibits

Anticipated attendance (both free and paid - if repeat program list attendance in previous years):

2016 = 350 free visitors
2017 = 173 free visitors (bad weather)
2018 = 350 free visitors (expected)

List any special program requirements:

N/A

Proposed Budget:

Income: -0-

Expenses: -0-

Exhibit D – 1

PROGRAM DESCRIPTION
LICENSED ACTIVITY

ASSOCIATE GROUP: Flagship Niagara League
NEW PROGRAM
REPEAT PROGRAM
PROGRAM TITLE: Discovery Day
PROPOSED DATE(S): May 12, 2018
TIME: 10am to 2pm
LOCATION: Erie Maritime Museum and U.S. Brig *Niagara*

Describe the purpose and content of the program. How does this program further the mission of the Site or museum?

The Flagship Niagara League in conjunction with local partners will provide hands on history and sail training experience for children and their families. Activities for the events include, but are not limited to;

- Performed naval gun drill, sail handling, rope making, and knot tying instruction
- Sea bag experience/interaction with model ship builders/artisans in residence
- Diet medicine and shipboard life with tour of U.S. Brig *Niagara*
- Specialized travelling exhibit programming

Rate the program (or its potential) in accordance with the Interpretation and Presentation Standards for the Bureau of Historic Sites and Museums in terms of the following categories:

	High	Low
Mission-related	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Financial Sustainability	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Community Engagement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is this program a non-mission related fundraising event?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

List any program sponsors:

Erie Maritime Museum and ship volunteer guides, Erie Children's Experience Museum, Erie County Historical Society.

Describe the role(s) of the Associates in preparing, executing, and marketing the program (list all specific tasks to be performed by Associate staff and volunteers):

- Social media for the event will start on May 1
- An email will be sent to all members, volunteers, donors, and corporate partners
- Volunteers will man various activities throughout EMM during the event

Support requested (if any) from Commission Site and museum staff to execute the program (list specific tasks):

Open and close EMM and exhibits

Anticipated attendance (both free and paid - if repeat program list attendance in previous years):

2016 = 150 free visitors
2017 = 377 free visitors
2018 = 400 free visitors (expected)

List any special program requirements:

N/A

Proposed Budget:

Income: -0-

Expenses: -0-

Exhibit D – 1

PROGRAM DESCRIPTION
LICENSED ACTIVITY

ASSOCIATE GROUP: Flagship Niagara League
NEW PROGRAM
REPEAT PROGRAM
PROGRAM TITLE: Friends and Family Day
PROPOSED DATE(S): July 4, 2018 and July 4, 2019
TIME: 9am to 5pm
LOCATION: Erie Maritime Museum and U.S. Brig *Niagara*

Describe the purpose and content of the program. How does this program further the mission of the Site or museum?

The Flagship Niagara League presents hands on kid's activities from 10am to 2pm. Activities include knot tying, coloring stations, crafts, and life as a sailor station. Free admission to EMM and *Niagara* will be provided. Guests will receive a complimentary Smith's hot dog.

Rate the program (or its potential) in accordance with the Interpretation and Presentation Standards for the Bureau of Historic Sites and Museums in terms of the following categories:

	High	Low
Mission-related	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Financial Sustainability	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Community Engagement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is this program a non-mission related fundraising event?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

List any program sponsors:

Smith Provisions

Describe the role(s) of the Associates in preparing, executing, and marketing the program (list all specific tasks to be performed by Associate staff and volunteers):

- Social media for the event will start on June 15
- Local radio media will highlight the event two weeks in advance with free PSA's
- An email will be sent to all members, volunteers, donors, and corporate partners
- Volunteers will man various activities throughout EMM during the event

Support requested (if any) from Commission Site and museum staff to execute the program (list specific tasks):

Open and close EMM and exhibits

Anticipated attendance (both free and paid - if repeat program list attendance in previous years):

2016 = 1,600 free visitors
2017 = 400 free visitors (*Niagara* was in Canada for port festivals)
2018 = 1,500 free visitors (expected)
2019 = 1,500 free visitors (expected)

List any special program requirements:

N/A

Proposed Budget:

Income: \$1,000 (misc. donations) **Expenses:** \$300 (food/drink)

Exhibit D – 1

PROGRAM DESCRIPTION
LICENSED ACTIVITY

ASSOCIATE GROUP: Flagship Niagara League
NEW PROGRAM
REPEAT PROGRAM **X**
PROGRAM TITLE: Lunch with the Captain
PROPOSED DATE(S): October 27, 2018
TIME: 11 am to 1pm
LOCATION: Erie Maritime Museum and U.S. Brig *Niagara*

Describe the purpose and content of the program. How does this program further the mission of the Site or museum?

This is a Kid's Club event geared towards children ages 5-12. Members are free and non-kids club members are \$5. The Captain recaps the sailing season, reads a story, and children can ask him questions. Included are hands-on activities throughout the museum (knot tying, arts and crafts, coloring station). Guests will receive pizza compliments of Little Caesar's.

Rate the program (or its potential) in accordance with the Interpretation and Presentation Standards for the Bureau of Historic Sites and Museums in terms of the following categories:

	High	Low
Mission-related	X	
Financial Sustainability		X
Community Engagement		X
Is this program a non-mission related fundraising event?	Yes	X
	No	

List any program sponsors:

Little Caesar's

Describe the role(s) of the Associates in preparing, executing, and marketing the program (list all specific tasks to be performed by Associate staff and volunteers):

- Social media will start October 1, 2018
- An email will be sent to all members, volunteers, donors, and corporate partners
- Volunteers will man various areas in EMM

Support requested (if any) from Commission Site and museum staff to execute the program (list specific tasks):

Need volunteers and greeters

Anticipated attendance (both free and paid - if repeat program list attendance in previous years):

2016 = 80 visitors
2017 = 101 visitors
2018 = 100 visitors expected

List any special program requirements:

Open and close museum and exhibits

Proposed Budget:

Income: \$250 (non-member ticket sales/donations)
Expenses: \$250 (event related supplies)

Exhibit D -- 1

PROGRAM DESCRIPTION
LICENSED ACTIVITY

ASSOCIATE GROUP: Flagship Niagara League
NEW PROGRAM
REPEAT PROGRAM
PROGRAM TITLE: Christmas Tree Ship
PROPOSED DATE(S): December 8, 2018
TIME: 530-830pm
LOCATION: Erie Maritime Museum and U.S. Brig *Niagara*

Describe the purpose and content of the program. How does this program further the mission of the Site or museum?

The Flagship Niagara League will provide kid-friendly activities that will include reading of the Christmas Tree Ship, letters to Santa, reindeer live-petting station, tour of *Niagara*, and photos with Santa.

Rate the program (or its potential) in accordance with the Interpretation and Presentation Standards for the Bureau of Historic Sites and Museums in terms of the following categories:

	High	Low
Mission-related	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Financial Sustainability	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Community Engagement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is this program a non-mission related fundraising event?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

List any program sponsors:

N/A

Describe the role(s) of the Associates in preparing, executing, and marketing the program (list all specific tasks to be performed by Associate staff and volunteers):

- Social media for the event will start on Black Friday
- Local tv and radio media will highlight the event two weeks in advance with free PSA's
- An email will be sent to all members, volunteers, donors, and corporate partners
- Volunteers will man various activities throughout EMM during the event

Support requested (if any) from Commission Site and museum staff to execute the program (list specific tasks):

Open and close EMM and exhibits

Anticipated attendance (both free and paid - if repeat program list attendance in previous years):

2016 = 800 free visitors

2017 = 1,400 free visitors

2018 = 1,500 free visitors (expected)

List any special program requirements:

N/A

Proposed Budget:

Income: \$4,000

Expenses: \$2,500 (Santa, reindeer, trees, decorations)

Exhibit D – 1

**PROGRAM DESCRIPTION
LICENSED ACTIVITY**

ASSOCIATE GROUP: Flagship Niagara League
NEW PROGRAM
REPEAT PROGRAM **X**
PROGRAM TITLE: Tall Ships Erie 2019
PROPOSED DATE(S): August 22-25, 2019
TIME: Misc. times over four days
LOCATION: Erie Maritime Museum, Bayfront Convention Center, U.S. Brig *Niagara*

Describe the purpose and content of the program. How does this program further the mission of the Site or museum?

The Flagship Niagara League hosts a Tall Ships event every three years. This event started in 2010, and subsequently in 2013 and 2016. Ships are recruited from all over the world to be a participant in the Great Lakes all summer. The festivals span from as far west as Duluth, Minnesota, over to Canada. Visitors have an opportunity to tour and sail on majestic tall ships, attend various lectures, shop at the vendor exhibit, listen to live entertainment, and tour EMM.

Rate the program (or its potential) in accordance with the Interpretation and Presentation Standards for the Bureau of Historic Sites and Museums in terms of the following categories:

	High	Low
Mission-related	X	<input type="checkbox"/>
Financial Sustainability	X	
Community Engagement	X	<input type="checkbox"/>
Is this program a non-mission related fundraising event?	Yes	No X

List any program sponsors:

Erie Zoo, Erie Playhouse, Erie Philharmonic, Erie County Historical Society, Erie Children's Experience Museum, Mercyhurst University

Describe the role(s) of the Associates in preparing, executing, and marketing the program (list all specific tasks to be performed by Associate staff and volunteers):

- Tall Ships committee meetings will begin in January, 2018, and continue every other month in 2018. Starting in January, 2019, meetings will occur monthly leading up to the event.
- Local tv and radio media will highlight the event two months in advance
- Lamar Advertising will run a three-month billboard campaign (May-August, 2019)
- Social media will start April 1, 2019
- An email will be sent to all members, volunteers, donors, and corporate partners
- Approx. 1,000 volunteers will man various areas throughout the four-day festival

Support requested (if any) from Commission Site and museum staff to execute the program (list specific tasks):

Open and close EMM and exhibits

Anticipated attendance (both free and paid - if repeat program list attendance in previous years):

2013 = 83,000 visitors

2016 = 90,000 visitors

2019 = 100,000 visitors (goal)

List any special program requirements:

N/A

Proposed Budget:

Income: \$800,000 (sponsors/ticket sales)

Expenses: \$450,000 (ship expense, Bayfront Convention Center Fee, signage, catering for various events, volunteer expenses, marketing/advertising, program cost)

Exhibit D – 1

**PROGRAM DESCRIPTION
LICENSED ACTIVITY**

ASSOCIATE GROUP: Flagship Niagara League

NEW PROGRAM

REPEAT PROGRAM **X**

PROGRAM TITLE: Mystery at the Maritime

PROPOSED DATE(S): April 28, 2018

TIME: 6-10pm

LOCATION: Erie Maritime Museum

Describe the purpose and content of the program. How does this program further the mission of the Site or museum?

This has become an annual event of the Flagship Niagara League. Teams of two to six people play an adult game of Clue on the museum floor. Historical facts about the ship and maritime history are incorporated into a fun atmosphere. The goal is to entertain a demographic that isn't familiar to FNL in hopes of them becoming a repeat visitor.

Rate the program (or its potential) in accordance with the Interpretation and Presentation Standards for the Bureau of Historic Sites and Museums in terms of the following categories:

	High	Low
Mission-related		X
Financial Sustainability	X	
Community Engagement		X
Is this program a non-mission related fundraising event?	Yes	X
	No	

List any program sponsors:

N/A

Describe the role(s) of the Associates in preparing, executing, and marketing the program (list all specific tasks to be performed by Associate staff and volunteers):

- Social media will start March 1, 2018
- An email will be sent to all members, volunteers, donors, and corporate partners
- Executive Director will manage publicity the day of the event.
- Volunteers will dress up as different characters and be stationed in various parts of the Museum.

Support requested (if any) from Commission Site and museum staff to execute the program (list specific tasks):

Need volunteers and greeters

Anticipated attendance (both free and paid - if repeat program list attendance in previous years):

2016 = 128 visitors

2017 = 60 visitors

2018 = 100 visitors expected

List any special program requirements:

N/A

Proposed Budget:

Income: \$15,000 (sponsors/ticket sales) **Expenses:** \$3,000 (catering/prizes)

Exhibit D – 1

**PROGRAM DESCRIPTION
LICENSED ACTIVITY**

ASSOCIATE GROUP: Flagship Niagara League
NEW PROGRAM
REPEAT PROGRAM **X**
PROGRAM TITLE: Wintertime at the Maritime
PROPOSED DATE(S): March 3, 2018
TIME: 4:30-8:30pm
LOCATION: Erie Maritime Museum and U.S. Brig *Niagara*

Describe the purpose and content of the program. How does this program further the mission of the Site or museum?

This is a fundraising event with food/drink on the EMM plaza. A large 40x60 tent will be set up with heaters to keep people warm. The intention is to develop new friends of EMM while attending this unique event. Storytellers, historians, and guides will make this an unique experience for our guests.

Rate the program (or its potential) in accordance with the Interpretation and Presentation Standards for the Bureau of Historic Sites and Museums in terms of the following categories:

	High	Low
Mission-related		X
Financial Sustainability	X	
Community Engagement		X
Is this program a non-mission related fundraising event?	Yes	X
	No	

List any program sponsors:

N/A

Describe the role(s) of the Associates in preparing, executing, and marketing the program (list all specific tasks to be performed by Associate staff and volunteers):

- Social media will start January 1, 2018
- An email will be sent to all members, volunteers, donors, and corporate partners
- Volunteers assist in various areas on the plaza
- Marketing Manager coordinates all social media during the event and logistics.

Support requested (if any) from Commission Site and museum staff to execute the program (list specific tasks):

Need volunteers and greeters

Anticipated attendance (both free and paid - if repeat program list attendance in previous years):

2016 = 300 visitors

2017 = 220 visitors

2018 = 300 visitors expected

List any special program requirements:

N/A

Proposed Budget:

Income: \$25,000 (sponsors/ticket sales)

Expenses: \$6,000 (rentals and catering)

Exhibit D – 1

PROGRAM DESCRIPTION
LICENSED ACTIVITY

ASSOCIATE GROUP: Flagship Niagara League
NEW PROGRAM
REPEAT PROGRAM **X**
PROGRAM TITLE: Mariner's Ball
PROPOSED DATE(S): June 2, 2018
TIME: 6-11pm.
LOCATION: Erie Maritime Museum and U.S. Brig *Niagara*

Describe the purpose and content of the program. How does this program further the mission of the Site or museum?

This is FNL's signature black-tie event. Guests can enjoy food, drink, live entertainment, watch fireworks at dusk, and bid on live and silent auction items. Each year we honor a member that has made a tremendous impact on *Niagara's* mission.

Rate the program (or its potential) in accordance with the Interpretation and Presentation Standards for the Bureau of Historic Sites and Museums in terms of the following categories:

	High	Low
Mission-related		X
Financial Sustainability	X	
Community Engagement	X	
Is this program a non-mission related fundraising event?	Yes	X
	No	

List any program sponsors:

Paid guests

Describe the role(s) of the Associates in preparing, executing, and marketing the program (list all specific tasks to be performed by Associate staff and volunteers):

- Social media will start April 1, 2018
- Complimentary PSA's will begin running one month in advance on radio and tv
- An email will be sent to all members, volunteers, donors, and corporate partners
- Mariner's Ball Committee will manage the registration progress with the supervision of Marketing Manager.
- Mariner's Ball Committee will manage the silent auction.
- Executive Director and Marketing Manager will supervise check-out process and accounting at the end of evening.
- Executive Director will handle media and publicity.
- Marketing Manager or Intern will manage social media during the event.
- Crew will assist in transforming the Museum

Support requested (if any) from Commission Site and museum staff to execute the program (list specific tasks):

Need volunteers and greeters

Anticipated attendance (both free and paid - if repeat program list attendance in previous years):

2016 = 450 visitors
2017 = 420 visitors
2018 = 450 visitors expected

List any special program requirements:

N/A

Proposed Budget:

Income: \$100,000 (sponsors/ticket sales) **Expenses:** \$30,000 (rentals and catering)

Exhibit D – 1

**PROGRAM DESCRIPTION
LICENSED ACTIVITY**

ASSOCIATE GROUP: Flagship Niagara League
NEW PROGRAM
REPEAT PROGRAM **X**
PROGRAM TITLE: Flagship Niagara League Open
PROPOSED DATE(S): July 16, 2018
TIME: 12:00pm shotgun scramble start
LOCATION: Lakeview Country Club

Describe the purpose and content of the program. How does this program further the mission of the Site or museum?

This year marks the seventh annual charity golf event. The intent is to raise funds from a different market segment of people, thus expanding our donor/membership base. The goal is to have 25 paid foursomes with a major sponsor.

Rate the program (or its potential) in accordance with the Interpretation and Presentation Standards for the Bureau of Historic Sites and Museums in terms of the following categories:

	High	Low
Mission-related		X
Financial Sustainability	X	
Community Engagement	X	
Is this program a non-mission related fundraising event?	Yes	X
	No	

List any program sponsors:

Paid foursomes

Describe the role(s) of the Associates in preparing, executing, and marketing the program (list all specific tasks to be performed by Associate staff and volunteers):

- Save the Date postcard will be mailed out January 1, 2018
- Social media will start May 1, 2018
- An email will be sent to all members, volunteers, donors, and corporate partners
- Volunteers assist in various areas on the golf course
- Marketing Manager and staff will manage the registration process.
- Executive Director will manage the program immediately following golf.
- Volunteers will assist in managing the post-golf auction.

Support requested (if any) from Commission Site and museum staff to execute the program (list specific tasks):

N/A

Anticipated attendance (both free and paid - if repeat program list attendance in previous years):

2016 = 19 foursomes

2017 = 19 foursomes

2018 = 25 foursomes expected

List any special program requirements:

N/A

Proposed Budget:

Income: \$20,000 (sponsors/foursomes) **Expenses:** \$8,000 (golf fee, catering, prizes)

Exhibit D – 1

**PROGRAM DESCRIPTION
LICENSED ACTIVITY**

ASSOCIATE GROUP: Flagship Niagara League
NEW PROGRAM
REPEAT PROGRAM **X**
PROGRAM TITLE: Erie Yacht Club Happy Hour Fundraiser
PROPOSED DATE(S): September 18, 2018
TIME: 5-8pm.
LOCATION: Erie Yacht Club

Describe the purpose and content of the program. How does this program further the mission of the Site or museum?

This is a fundraising event with food/drink at the Erie yacht Club. The U.S. Brig *Niagara* will be docked at their club for a fundraiser for the public as well as their members. Funds raised will be used towards the repairs and maintenance of *Niagara*. The intention is to develop new friends of EYC at this unique venue.

Rate the program (or its potential) in accordance with the Interpretation and Presentation Standards for the Bureau of Historic Sites and Museums in terms of the following categories:

	High	Low
Mission-related		X
Financial Sustainability	X	
Community Engagement	X	
Is this program a non-mission related fundraising event?	Yes	X
	No	

List any program sponsors:

Paid guests

Describe the role(s) of the Associates in preparing, executing, and marketing the program (list all specific tasks to be performed by Associate staff and volunteers):

- Social media will start July 15, 2018
- An email will be sent to all members, volunteers, donors, and corporate partners
- An email will be sent directly to EYC members
- Marketing Manager and Intern will manage the registration process.
- Volunteers will manage the raffle.
- Executive Director will manage the program.

Support requested (if any) from Commission Site and museum staff to execute the program (list specific tasks):

N/A

Anticipated attendance (both free and paid - if repeat program list attendance in previous years):

2017 = 250 guests

2018 = 300 guests expected

List any special program requirements:

N/A

Proposed Budget:

Income: \$20,000 (paid admissions/donations)

Expenses: \$3,000 (EYC fees, catering, prizes)

Exhibit D – 1

**PROGRAM DESCRIPTION
LICENSED ACTIVITY**

ASSOCIATE GROUP: Flagship Niagara League

NEW PROGRAM X
REPEAT PROGRAM

PROGRAM TITLE: Brews on the Brig

PROPOSED DATE(S): September 29, 2018

TIME: 5-9pm.

LOCATION: US. Brig *Niagara* and EMM Plaza

Describe the purpose and content of the program. How does this program further the mission of the Site or museum?

This is a fundraising event to be held on the plaza of EMM. Guests will be able to sample various craft beers and visit local food trucks. There will be outdoor activities with the crew. Docents will be on-hand to give tours of *Niagara*. The intention of this new program is to develop a younger demographic while bringing additional exposure to the sail training program as the season closed.

Rate the program (or its potential) in accordance with the Interpretation and Presentation Standards for the Bureau of Historic Sites and Museums in terms of the following categories:

	High	Low
Mission-related		X
Financial Sustainability	X	
Community Engagement	X	
Is this program a non-mission related fundraising event?	Yes	X
	No	

List any program sponsors:

Paid guests

Describe the role(s) of the Associates in preparing, executing, and marketing the program (list all specific tasks to be performed by Associate staff and volunteers):

- Social media will start August 1, 2018
- An email will be sent to all members, volunteers, donors, and corporate partners
- Complimentary PSA's will run on radio two weeks prior to the event
- Marketing Manager and Intern will manage the registration process.
- Marketing Manager will manage logistics and set-up for vendors.
- Executive Director will manage the program.
- Volunteers will manage the raffle.

Support requested (if any) from Commission Site and museum staff to execute the program (list specific tasks):

N/A

Anticipated attendance (both free and paid - if repeat program list attendance in previous years):

2018 = 200 guests goal

List any special program requirements:

Three docents requested for ship tours

Proposed Budget:

Income: \$40,000 (paid admissions/donations, sponsors)
Expenses: \$10,000 (catering, rentals, prizes)

Exhibit D – 1

PROGRAM DESCRIPTION
LICENSED ACTIVITY

ASSOCIATE GROUP: Flagship Niagara League

NEW PROGRAM:

REPEAT PROGRAM: x

PROGRAM TITLE: College History Consortium Class

PROPOSED DATE(S): May-June, 2018 May-June, 2019

TIME: Variable

LOCATION: Erie Maritime Museum, U.S. Brig *Niagara*, Ports of Call

Describe the purpose and content of the program. How does this program further the mission of the Site or museum?

Live-aboard sailing school program conducted on the *Niagara*, focusing on square-rig seamanship and comparative public history in a maritime context.

Rate the program (or its potential) in accordance with the Interpretation and Presentation Standards for the Bureau of Historic Sites and Museums in terms of the following categories:

	High	Low
Mission-related	x	
Financial Sustainability	x	
Community Engagement	x	
Is this program a non-mission related fundraising event?	Yes	No
		x

List any program sponsors:

N/A

Describe the role(s) of the Associates in preparing, executing, and marketing the program (list all specific tasks to be performed by Associate staff and volunteers):

Ongoing – part of overall museum marketing budget

Support requested (if any) from Commission Site and museum staff to execute the program (list specific tasks):

Supervision from PHMC Site Administrator

Anticipated attendance (both free and paid - if repeat program list attendance in previous years):

2016 = 20 trainees

2017 = 20 trainees

2018 = 20 trainees expected

2019 = 20 trainees expected

List any special program requirements:

N/A

Proposed Budget:

Income: \$30,000 (paid trainees)

Expenses: Time and materials for Marine Operations Manager

Exhibit D – 1

PROGRAM DESCRIPTION
LICENSED ACTIVITY

ASSOCIATE GROUP: Flagship Niagara League
NEW PROGRAM:
REPEAT PROGRAM: x
PROGRAM TITLE: Exploring the Great Lakes Program
PROPOSED DATE(S): June-July, 2018 June-July, 2019
TIME: Variable
LOCATION: Erie Maritime Museum, U.S. Brig *Niagara*, Ports of Call

Describe the purpose and content of the program. How does this program further the mission of the Site or museum?

Live-aboard sailing school program conducted on the *Niagara*, focusing on square-rig seamanship and character development.

Rate the program (or its potential) in accordance with the Interpretation and Presentation Standards for the Bureau of Historic Sites and Museums in terms of the following categories:

	High	Low
Mission-related	x	
Financial Sustainability	x	
Community Engagement	x	
Is this program a non-mission related fundraising event?	Yes	
	No	x

List any program sponsors:

N/A

Describe the role(s) of the Associates in preparing, executing, and marketing the program (list all specific tasks to be performed by Associate staff and volunteers):

Ongoing – part of overall museum marketing budget

Support requested (if any) from Commission Site and museum staff to execute the program (list specific tasks):

Supervision from PHMC Site Administrator

Anticipated attendance (both free and paid - if repeat program list attendance in previous years):

2016 = 20 trainees

2017 = 20 trainees

2018 = 20 trainees expected

2019 = 20 trainees expected

List any special program requirements:

N/A

Proposed Budget:

Income: \$30,000 (paid trainees)

Expenses: Time and materials for Marine Operations Manager

Exhibit D – 1

PROGRAM DESCRIPTION
LICENSED ACTIVITY

ASSOCIATE GROUP: Flagship Niagara League
NEW PROGRAM:
REPEAT PROGRAM: x
PROGRAM TITLE: High School Maritime Program
PROPOSED DATE(S): July, 2018 July, 2019
TIME: Variable
LOCATION: Erie Maritime Museum, U.S. Brig *Niagara*, Ports of Call

Describe the purpose and content of the program. How does this program further the mission of the Site or museum?

Live-aboard sailing school program conducted on the *Niagara*, focusing on square-rig seamanship and issues and techniques in Environmental and Life Sciences, History, and general maritime studies.

Rate the program (or its potential) in accordance with the Interpretation and Presentation Standards for the Bureau of Historic Sites and Museums in terms of the following categories:

	High	Low
Mission-related	x	
Financial Sustainability	x	
Community Engagement	x	
Is this program a non-mission related fundraising event?	Yes	No
		x

List any program sponsors:

N/A

Describe the role(s) of the Associates in preparing, executing, and marketing the program (list all specific tasks to be performed by Associate staff and volunteers):

Ongoing – part of overall museum marketing budget

Support requested (if any) from Commission Site and museum staff to execute the program (list specific tasks):

Supervision from PHMC Site Administrator

Anticipated attendance (both free and paid - if repeat program list attendance in previous years):

2016 = 40 trainees

2017 = 40 trainees

2018 = 40 trainees expected

2019 = 40 trainees expected

List any special program requirements:

N/A

Proposed Budget:

Income: \$60,000 (paid trainees)

Expenses: Time and materials for Marine Operations Manager and Captain

Exhibit D – 1

**PROGRAM DESCRIPTION
LICENSED ACTIVITY**

ASSOCIATE GROUP: Flagship Niagara League

NEW PROGRAM:

REPEAT PROGRAM: x

PROGRAM TITLE: College Science Consortium Class

PROPOSED DATE(S): August, 2018 August, 2019

TIME: Variable

LOCATION: Erie Maritime Museum, U.S. Brig *Niagara*, Ports of Call

Describe the purpose and content of the program. How does this program further the mission of the Site or museum?

Live-aboard sailing school program conducted on the *Niagara*, focusing on square-rig seamanship and issues and techniques in Environmental and Life Sciences.

Rate the program (or its potential) in accordance with the Interpretation and Presentation Standards for the Bureau of Historic Sites and Museums in terms of the following categories:

	High	Low
Mission-related	x	
Financial Sustainability	x	
Community Engagement	x	
Is this program a non-mission related fundraising event?	Yes	
	No	x

List any program sponsors:

N/A

Describe the role(s) of the Associates in preparing, executing, and marketing the program (list all specific tasks to be performed by Associate staff and volunteers):

Ongoing – part of overall museum marketing budget

Support requested (if any) from Commission Site and museum staff to execute the program (list specific tasks):

Supervision from PHMC Site Administrator

Anticipated attendance (both free and paid - if repeat program list attendance in previous years):

2016 = 10 trainees

2017 = no science program

2018 = 10 trainees expected

2019 = 10 trainees expected

List any special program requirements:

N/A

Proposed Budget:

Income: \$15,000 (paid trainees)

Expenses: Time and materials for Marine Operations Manager

Exhibit D – 1

PROGRAM DESCRIPTION
LICENSED ACTIVITY

ASSOCIATE GROUP: Flagship Niagara League
NEW PROGRAM:
REPEAT PROGRAM: x
PROGRAM TITLE: Williams Mystic Trainee Program
PROPOSED DATE(S): September, 2018 September, 2019
TIME: Daily, 24 hours
LOCATION: Erie Maritime Museum, U.S. Brig *Niagara*, Ports of Call

Describe the purpose and content of the program. How does this program further the mission of the Site or museum?

Live-aboard sailing school program conducted on the *Niagara*, focusing on marine, science, policy and literature in collaboration with Williams College and Mystic Seaport. Williams Mystic is a well-known marine studies school, with a semester long immersion program.

Rate the program (or its potential) in accordance with the Interpretation and Presentation Standards for the Bureau of Historic Sites and Museums in terms of the following categories:

	High	Low
Mission-related	x	
Financial Sustainability	x	
Community Engagement	x	
Is this program a non-mission related fundraising event?	Yes	
	No	x

List any program sponsors:

Williams College

Describe the role(s) of the Associates in preparing, executing, and marketing the program (list all specific tasks to be performed by Associate staff and volunteers):

Ongoing – part of overall museum marketing budget

Support requested (if any) from Commission Site and museum staff to execute the program (list specific tasks):

Supervision from PHMC Site Administrator

Anticipated attendance (both free and paid - if repeat program list attendance in previous years):

2016 = 18 trainees

2017 = 18 trainees

2018 = 18 trainees expected

2019 = 18 trainees expected

List any special program requirements:

N/A

Proposed Budget:

Income: \$27,000 (paid trainees)

Expenses: Time and materials for Marine Operations Manager and Captain

Exhibit D – 1

**PROGRAM DESCRIPTION
LICENSED ACTIVITY**

ASSOCIATE GROUP: Flagship Niagara League

NEW PROGRAM:

REPEAT PROGRAM: x

PROGRAM TITLE: Day-Sails (*Niagara*)

PROPOSED DATE(S): Ongoing

TIME: Variable

LOCATION: Lake Erie

Describe the purpose and content of the program. How does this program further the mission of the Site or museum?

Educational trainee spots sold as educational day-sail to teach seamanship and maritime history; associates activities to raise income for FNL and EMM.

Rate the program (or its potential) in accordance with the Interpretation and Presentation Standards for the Bureau of Historic Sites and Museums in terms of the following categories:

	High	Low
Mission-related	x	
Financial Sustainability	x	
Community Engagement	x	
Is this program a non-mission related fundraising event?	Yes	No
		x

List any program sponsors:

N/A

Describe the role(s) of the Associates in preparing, executing, and marketing the program (list all specific tasks to be performed by Associate staff and volunteers):

Ongoing – part of overall museum marketing budget

Support requested (if any) from Commission Site and museum staff to execute the program (list specific tasks):

Supervision from PHMC Site Administrator

Anticipated attendance (both free and paid - if repeat program list attendance in previous years):

2016 revenue = \$44,507 (decrease in revenue due to less sails with Great Lakes Challenge/Tall Ships)

2017 revenue = \$95,000 revenue

2018 revenue = \$110,000 expected

2019 revenue = \$110,000 expected

List any special program requirements:

N/A

Proposed Budget:

Income: \$110,000 (paid trainees)

Expenses: \$5,000 for marketing

Exhibit D – 1

**PROGRAM DESCRIPTION
LICENSED ACTIVITY**

ASSOCIATE GROUP: Flagship Niagara League
NEW PROGRAM: X
REPEAT PROGRAM:
PROGRAM TITLE: Day-Sails (Second Vessel)
PROPOSED DATE(S): Ongoing
TIME: Variable
LOCATION: Lake Erie

Describe the purpose and content of the program. How does this program further the mission of the Site or museum?

Educational trainee spots sold as educational day-sail to teach seamanship and maritime history as a SSV or passengers as a sub-chapter T vessel. This vessel will have a dual certificate issued by USCG; associates activities to raise income for FNL and EMM.

Rate the program (or its potential) in accordance with the Interpretation and Presentation Standards for the Bureau of Historic Sites and Museums in terms of the following categories:

	High	Low	
Mission-related	X		
Financial Sustainability	x		
Community Engagement	x		
Is this program a non-mission related fundraising event?		Yes	
		No	X

List any program sponsors:

N/A

Describe the role(s) of the Associates in preparing, executing, and marketing the program (list all specific tasks to be performed by Associate staff and volunteers):

Ongoing

Support requested (if any) from Commission Site and museum staff to execute the program (list specific tasks):

N/A

Anticipated attendance (both free and paid - if repeat program list attendance in previous years):

2018 estimated revenue = \$160,900

List any special program requirements:

N/A

Proposed Budget:

Income:	\$160,900 (paid trainees/sailing fees)
Expenses:	\$154,150

Exhibit D – 1

**PROGRAM DESCRIPTION
LICENSED ACTIVITY**

ASSOCIATE GROUP: Flagship Niagara League
NEW PROGRAM:
REPEAT PROGRAM: x
PROGRAM TITLE: School Short Sails
PROPOSED DATE(S): May and September, 2018 May and September, 2019
TIME: 9-1130am and 12-230pm
LOCATION: Lake Erie

Describe the purpose and content of the program. How does this program further the mission of the Site or museum?

The school sailing program is designated for children in grade eight. There are four work stations to give children a hands-on learning experience. This is an associate activity to raise income for FNL and EMM.

Rate the program (or its potential) in accordance with the Interpretation and Presentation Standards for the Bureau of Historic Sites and Museums in terms of the following categories:

	High	Low
Mission-related	x	
Financial Sustainability	x	
Community Engagement	x	
Is this program a non-mission related fundraising event?	Yes	
	No	x

List any program sponsors:

Erie School District

Describe the role(s) of the Associates in preparing, executing, and marketing the program (list all specific tasks to be performed by Associate staff and volunteers):

Ongoing

Support requested (if any) from Commission Site and museum staff to execute the program (list specific tasks):

N/A

Anticipated attendance (both free and paid - if repeat program list attendance in previous years):

2016 school sail revenue = \$10,000

2017 school sail revenue = \$50,000

2018 school sail revenue = \$50,000 expected

2019 school sail revenue = \$50,000 expected

List any special program requirements:

N/A

Proposed Budget:

Income: \$50,000 (paid school fees)

Expenses: Time and materials for Marine Operations Manager and Captain

Exhibit D – 1

PROGRAM DESCRIPTION
LICENSED ACTIVITY

ASSOCIATE GROUP: Flagship Niagara League

NEW PROGRAM:

REPEAT PROGRAM: x

PROGRAM TITLE: Port Visits

PROPOSED DATE(S): Variable

TIME: Variable

LOCATION: The Great Lakes

Describe the purpose and content of the program. How does this program further the mission of the Site or museum?

The US. Brig *Niagara* sails around the Great Lakes as the Commonwealth of Pennsylvania's Ambassador while earning revenue from port appearances. While in port guests walk the decks of *Niagara* while crew members give guided tours interpreting the Battle of Lake Erie and the building of Perry's fleet in Erie, PA. Crew promotes tourism for Erie and Commonwealth while in out-of-town ports. This is an associate activity to raise income for FNL and EMM.

Rate the program (or its potential) in accordance with the Interpretation and Presentation Standards for the Bureau of Historic Sites and Museums in terms of the following categories:

	High	Low
Mission-related	x	
Financial Sustainability	x	
Community Engagement	x	
Is this program a non-mission related fundraising event?	Yes	No
		x

List any program sponsors:

N/A

Describe the role(s) of the Associates in preparing, executing, and marketing the program (list all specific tasks to be performed by Associate staff and volunteers):

Executive Director negotiates all port contracts typically six-nine months in advance of visit.

Support requested (if any) from Commission Site and museum staff to execute the program (list specific tasks):

N/A

Anticipated attendance (both free and paid - if repeat program list attendance in previous years):

2016 port revenue = \$291,100

2017 port revenue = \$150,000

2018 port revenue = \$150,000 expected

List any special program requirements:

N/A

Proposed Budget:

Income: \$150,000 (paid port fees)

Expenses: \$100,000 (fuel, provisions, permits and travel)

EXHIBIT D – 2

FACILITY RENTAL FEE SCHEDULE

Rental of the Erie Maritime Museum and US. Brig *Niagara* is dependent upon the number of visitors that attend the event. Please find below the rental fee schedule;

- \$500 (50 guests or less)
- \$750 (Under 51-100 guests)
- \$1,000 (101-200 guests)
- \$1,250 (more than 200 guests)

The Flagship Niagara League does not actively solicit rentals. Rentals are scheduled based upon availability.

EXHIBIT E
INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/02/2017

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 Great Lakes Insurance Services Group LLC 3205 Peach Street Erie PA 16508		CONTACT NAME: Nik Zaphiris PHONE (A/C, No, Ext): FAX (A/C, No): 8144544898 E-MAIL ADDRESS: nlk@greatlakesins.com	
INSURED Flagship Niagara League Inc 150 East Front St Ste 100 Erie PA 16507		INSURER(S) AFFORDING COVERAGE INSURER A: Atlantic Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	


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. ISUBR. INSD. LWD	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"/> Hull Protection & Indemnity GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Vessel	Y	N	B5JH55293	04/30/2017	04/30/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ \$
	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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Commercial Hull for Niagara	N	N	B5JH55293	04/30/2017	04/30/2018	Hull Coverage: \$ 4,000,000 Deductible: \$ 40,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Commonwealth of Pennsylvania and The Pennsylvania Historical and Museum Commission are listed as Additional Insured
 \$

CERTIFICATE HOLDER **CANCELLATION**

The Pennsylvania Historical and Museum Commission, State Museum of Pennsylvania Commonwealth Keystone Building Room 507 400 North Street Harrisburg PA 17120	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 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/02/2017

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		CONTACT NAME: Nik Zaphiris	
Great Lakes Insurance Services Group LLC 3205 Peach Street		PHONE (A/C, No, Ext):	FAX (A/C, No): 8144544898
Erie PA 16508		E-MAIL ADDRESS: nik@greatlakesins.com	
INSURED		INSURER(S) AFFORDING COVERAGE	
Flagship Niagara League Inc 150 East Front St Ste 100		INSURER A: Atlantic Specialty Insurance Company	
Erie PA 16507		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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	SUBR	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"/> Hull Protection & Indemnity GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Vessel	Y	N	B5JH55293	04/30/2017	04/30/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/OP AGG \$ \$ \$
	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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	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) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Commercial Hull for Niagara	N	N	B5JH55293	04/30/2017	04/30/2018	Hull Coverage: \$ 4,000,000 Deductible: \$ 40,000


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

Commonwealth of Pennsylvania and The Pennsylvania Historical and Museum Commission are listed as Additional Insured

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CERTIFICATE HOLDER

CANCELLATION

Commonwealth of Pennsylvania 300 North Street Room 527 Harrisburg PA 17120	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 
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Fax: Email:

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/02/2017

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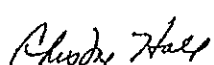
PRODUCER Northwest Insurance Services 800 State Street, Suite 500 Erie PA 16501		CONTACT NAME: Christine Hall PHONE (A/C, No, Ext): (814)838-0000 FAX (A/C, No): (814)838-1044 E-MAIL ADDRESS: Christine.Hall@northwest.com	
INSURED Flagship Niagara League 150 East Front Street Erie PA 16507		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company NAIC # 20443 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** D & O 17-19 **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 LIA	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) (If yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors and Offices Liability			592404792	05/31/2017	05/31/2019	1,000,000 Deductible \$2,500

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

CERTIFICATE HOLDER Flagship Niagara League	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 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2017

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 Great Lakes Insurance Services Group LLC 3205 Peach Street Erie PA 16508		CONTACT NAME: Nikolaos J Zaphiris PHONE (A/C No. Ext): FAX (A/C No.): 8144544898 E-MAIL ADDRESS: Nik@greatlakesins.com	
INSURED Flagship Niagara League 150 East Front St Ste 100 Erie PA 16507		INSURER(S) AFFORDING COVERAGE INSURER A: Erie Insurance Exchange NAIC # 26271 INSURER B: State Worker's Insurance Fund 27677 INSURER C: Atlantic Specialty Insurance Co 27154 INSURER D: INSURER E: INSURER F:	

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	Q31-0101885	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 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
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	Q02-1830622	02/18/2017	02/18/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	Q31-0171630	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	05796337	3/22/2017	3/22/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A							

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

Commonwealth of Pennsylvania and the Pennsylvania Historical and Museum Commission are listed as Additional Insureds.

CERTIFICATE HOLDER**CANCELLATION**

The Pennsylvania Historical and Museum Commission, State Museum of Pennsylvania Commonwealth Keystone Building Room 507 400 North Street Harrisburg PA 17120	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 
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pennsylvania

DEPARTMENT OF LABOR & INDUSTRY

STATE WORKERS' INSURANCE FUND

Workers Compensation and Employers Liability Insurance Policy

Policy #: 05796337
Eff: 03/22/2017
Exp: 03/22/2018

WC 99 06 01

**PENNSYLVANIA ACT 86-1986 ENDORSEMENT
STATE WORKERS' INSURANCE FUND POLICYHOLDER ENDORSEMENT**

**NOTICE OF INCREASE OF PREMIUM, CANCELATION AND RETURN OF
UNEARNED PREMIUM**

This endorsement applies only to the insurance provided by the Pennsylvania State Workers' Insurance Fund.

Notice of Increase in Premium

1. We will provide you with not less than 60 days notice of intent to increase the premium on the renewal of this policy.
2. We will provide you with not less than 30 days notice of an estimate of the renewal premium.
3. The above notification requirements will be satisfied if we have issued a renewal policy before the time periods indicated in Items 1. and 2. above.
4. If a policy has been written or is to be written on a retrospective rating plan basis, the notice of increase in premium provision of this endorsement do not apply.

Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than fifteen days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.

Department of Labor & Industry | State Workers' Insurance Fund | 100 Lackawanna Avenue
P.O. Box 5100 | Scranton, PA 18505-5100 | 570-963-4635 | www.dli.pa.gov/swif
*Auxiliary aids and services are available upon request to individuals with disabilities.
Equal Opportunity Employer/Program*



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DEPARTMENT OF LABOR & INDUSTRY

STATE WORKERS' INSURANCE FUND

Return of Unearned Premium Following Audit

The premium shown on the Information Page, schedules, and endorsement is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classification(s) and rates that lawfully apply to the business and work covered by this policy. If the final earned premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you within 15 days of the final computation. The final premium will not be less than the highest minimum premium for the classification(s) covered by this policy.

If this policy is cancelled, final premium will be determined in the following way unless our manuals provide otherwise.

1. If we cancel, final premium will be calculated pro-rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than the pro-rata. It will be based on the time this policy was in force, and may be increased by our short – rate cancellation table and procedure. Final premium will not be less than the minimum premium, or in some cases, a pro rata minimum premium.



pennsylvania
 DEPARTMENT OF LABOR & INDUSTRY
 STATE WORKERS' INSURANCE FUND

Workers Compensation and Employers Liability Insurance Policy

Policy #: 05796337
Eff: 03/22/2017
Exp: 03/22/2018

WC 37 06 04

PENNSYLVANIA EMPLOYER ASSESSMENT ENDORSEMENT

Act 57 of 1997 requires that "...the assessments for the maintenance of the Subsequent Injury Fund, the Workmen's Compensation Supersedeas Fund and the Workmen's Compensation Administration Fund under sections 306.2, 443 and 446 of the act of June 2, 1915 (P.L. 736, No. 338) known as the "Workers' Compensation Act, shall be imposed, collected and remitted through insurers in accordance with regulations promulgated by the Department of Labor and Industry."

EMPLOYER ASSESSMENT FORMULA:

$$\text{Employer Assessment} = \text{Act 57 of 1997 Employer Assessment Factor} \times \text{Employer Assessment Premium Base}$$

Act 57 of 1997 Employer Assessment Factor

A factor expressed to four decimal places proposed by the Pennsylvania Compensation Rating Bureau and approved by the Pennsylvania Insurance Commissioner.

Employer Assessment Premium Base

Calculation of Employer Assessment Premium Base proceeds by adding back to the total policy premium the amount of any Small Deductible Premium Credit or Large Deductible Premium Credit.

Code 0938

EMPLOYER ASSESSMENT FACTOR .0170 EMPLOYER ASSESSMENT \$97



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DEPARTMENT OF LABOR & INDUSTRY

STATE WORKERS' INSURANCE FUND

Workers Compensation and Employers Liability Insurance Policy

Policy #: 05796337
Eff: 03/22/2017
Exp: 03/22/2018

WC 37 06 02

PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for,

Issuance, renewal or continuation of, a policy of insurance:

1. surveys;
2. consultation or advice; or
3. inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. if the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. to consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. if any acts or omissions of the insurance company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.



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Workers Compensation and Employers Liability Insurance Policy

Policy #: 05706337
Eff: 03/22/2017
Exp: 03/22/2018

WC 37 06 01

SPECIAL PENNSYLVANIA ENDORSEMENT - INSPECTION OF MANUALS

The manuals of rules, rating plans and classifications are approved pursuant to the provisions of Section 654 of the Insurance Company Law of May 17, 1921, P.L. 682, as amended and Act 44 of 1993 and are on file with the Insurance Commissioner of the Commonwealth of Pennsylvania.



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Workers Compensation and Employers Liability Insurance Policy

Policy #: 05796337
Eff: 03/22/2017
Exp: 03/22/2018

WC 37 04 05

PENNSYLVANIA MERIT RATING PLAN ENDORSEMENT

This endorsement applies to the insurance provided by this policy because Pennsylvania is shown in Item 3.A. of the Information Page.

The premium for this insurance may be subject to merit rating because your premium may be less than the amount necessary to be eligible for the Uniform Experience Rating Plan.

The following premium discount or surcharge will be applied to your manual premium based on your claims during the most recent two year period for which statistics are available.

- 1 A 5% credit (**discount**) will be applied if you had no compensable employee lost-time injuries - **Statistical Code 9885.**
- 2 No credit or debit will be applied if you had one (1) compensable employee lost-time injury - **Statistical Code 9884.**
- 3 A 5% debit (**surcharge**) will be applied if you had two (2) or more compensable employee lost-time injuries - **Statistical Code 9886.**

The scenarios listed below may occur and are treated as follows:

If an ANC is applied and the employer...	Then the carrier....
Pays the ANC and later allows the audit	<ul style="list-style-type: none"> • Performs the final audit and determines the final policy premium based on the results of the audit; and • Refunds the ANC to the employer, or applies the ANC amount to any outstanding balance on the policy Submits a unit statistical correction report to remove the ANC from the previously reported Unit Statistical data.
Does not pay the ANC but later allows the audit	Performs the final audit and determines the final policy premium based on the results of the audit
Pays the ANC but does not later allow the audit	Does not change the previously reported:
Does not pay the ANC and does not later allow the audit.	<ul style="list-style-type: none"> • Unit Statistical data • Noncompliance transactions

Note: The Audit Noncompliance Charge Endorsement must be attached to the policy at inception of the policy term being audited.



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Workers Compensation and Employers Liability Insurance Policy

Policy #: 05796337
Eff: 03/22/2017
Exp: 03/22/2018

WC 37 04 01

PENNSYLVANIA AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

Part Five – Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge (ANC).

The charge is determined by applying the ANC Multiplier to the ANC Basis shown in the table below:

ANC Basis	ANC Multiplier
Estimated Annual Premium	Two times

If you allow us to examine and audit all of your records after we have applied an ANC, we will remove the ANC and revise your premium in accordance with our manuals and Part 5 – Premium, E. (Final Premium) of this policy.

The application of the ANC is subject to the following conditions:

- a) Carriers must comply with all applicable state laws and/or regulations related to audits of workers compensation insurance policies.
- b) The Audit Noncompliance Charge Endorsement is optional. When used, the Audit Noncompliance Charge Endorsement and/or applicable state-specific endorsement must be attached to the policy at inception of the policy term being audited.
- c) The carrier must make two attempts to obtain the audit information and/or complete the audit. At each attempt, the carrier must notify the employer regarding the specific required records and the amount of the ANC to be applied if the employer continues to refuse to comply with the audit.
- d) The carrier must adequately document the audit file regarding the above attempts to obtain the required audit information.

These ANC conditions apply to mail/email, telephone, computer (remote access), and physical audits, unless otherwise provided by state law.



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- f. \$200,000,000 with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

	Schedule	
State	Rate	Premium
PA	.06	\$168.00

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- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
 - a. \$100,000,000 with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
 - b. \$120,000,000 with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
 - c. \$140,000,000 with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
 - d. \$160,000,000 with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
 - e. \$180,000,000 with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.



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Workers Compensation and Employers Liability Insurance Policy

Policy #: 05796337
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WC 00 04 22 B

**TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT
DISCLOSURE ENDORSEMENT**

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an act of terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.



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STATE WORKERS' INSURANCE FUND

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below:

Schedule

State	Rate	Premium
PA	.03	\$84

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Workers Compensation and Employers Liability Insurance Policy

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Eff: 03/22/2017
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WC 00 04 21 D

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- **Catastrophe (other than Certified Acts of Terrorism):** Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- **Earthquake:** The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- **Noncertified Act of Terrorism:** An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
 - a. It is an act that is violent or dangerous to human life, property, or infrastructure;
 - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
 - c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- **Catastrophic Industrial Accident:** A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.



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Workers Compensation and Employers Liability Insurance Policy

Policy #: 05796337
Eff: 03/22/2017
Exp: 03/22/2018

WC 00 04 06

PREMIUM DISCOUNT ENDORSEMENT

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Item 1 or 2 of the Schedule. The Final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule

1. State: PA

Estimated Eligible Premium

First	Next	Next	Balance
\$5,000	\$95,000	\$400,000	
	10.9%	12.6%	14.4%

2. Average Percent Discount:

3. Other Policies:

4. If there are no entries in Items 1, 2 and 3 of the Schedule see the Premium Discount Endorsement attached to your policy number:



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STATE WORKERS' INSURANCE FUND

Workers Compensation and Employers Liability Insurance Policy

Policy #: 05796337
Eff: 03/22/2017
Exp: 03/22/2018

WC 00 04 04

PENDING RATE CHANGE ENDORSEMENT

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in Item 3.A. of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

Schedule

State: PA



Workers Compensation and Employers Liability Insurance Policy

Policy #: 05796337 **Flagship Niagara League Inc**
Eff: 03/22/2017
Exp: 03/22/2018

SCHEDULE OF ENDORSEMENTS

WC 00 04 04	Pending Rate Change Endorsement	03/22/2017	03/22/2018
WC 00 04 06	Premium Discount Endorsement	03/22/2017	03/22/2018
WC 00 04 21D	Terrorism Endorsement	03/22/2017	03/22/2018
WC 00 04 22B	Terrorism Endorsement	03/22/2017	03/22/2018
WC 37 04 01	Pennsylvania Audit Noncompliance Charge Endorsement	03/22/2017	03/22/2018
WC 37 04 05	Pennsylvania Merit Rating Plan Endorsement	03/22/2017	03/22/2018
WC 37 06 01	Special Pennsylvania Endorsement - Inspection of Manuals	03/22/2017	03/22/2018
WC 37 06 02	Pennsylvania Notice	03/22/2017	03/22/2018
WC 37 06 04	Pennsylvania Employer Assessment Endorsement	03/22/2017	03/22/2018
WC 99 06 01	Pennsylvania Act 86-1986 Endorsement	03/22/2017	03/22/2018

SCHEDULE OF ADDITIONAL LOCATIONS COVERED

Flagship Niagara League Inc
 150 East Front St
 Erie, PA 16507-
 Eff: 03/22/2017 Exp: 03/22/2018

SCHEDULE OF ADDITIONAL BUSINESSES COVERED

SCHEDULE OF OFFICERS

SCHEDULE OF AMENDMENTS

Please compare the following sections with your prior policy to identify your amendments.

Not Applicable



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DEPARTMENT OF LABOR & INDUSTRY

STATE WORKERS' INSURANCE FUND

Code No.	Description	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 Of Remuneration	Estimated Annual Premium
Eff: 03/22/2017 Exp: 03/22/2018		280,056	2.06	5,769
	Premium			5,769
	Experience Modifiable Premium			5,769
9885	Merit Modification of		.9500 Applied	288
0064	Premium Discount - PCRB			52
9740	Commercial Terrorism Premium		.0600 Applied	168
9741	Commercial Catastrophe (Other Than Certified Acts of Terrorism) Premium		.0300 Applied	84
	Estimated Annual Premium			5,681
0938	Estimated Annual Employer Assessment - PCRB		1.0170 Applied	97
	Total Estimated Annual Premium and Assessment			5,778

Minimum Premium: 492

Countersigned By: Andrew M Thomas

WC 00 00 01A
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Auxiliary aids and services are available upon request to individuals with disabilities.
Equal Opportunity Employer/Program



Workers Compensation and Employers Liability Insurance Policy

NCCI No. 19984

INFORMATION PAGE
 (Agency is receiving a copy)

Renewal Policy

1. Insured:

Flagship Niagara League Inc
 150 East Front St
 Erie, PA 16507

Policy #: 05796337
Date: 03/22/2017
ARD:
Bureau ID #: 002821702
FEIN: XX-XXX2309
Business Type: Non-Profit Corporation "V"
County: Erie
District: DO7 - Erie
Leasing Type: 1 - Non-Employee Leasing Policy

2. POLICY PERIOD: The policy period is from 03/22/2017 to 03/22/2018 at 12:01 AM at the insured's mailing address.

3A. WORKERS COMPENSATION INSURANCE: Part One of the Policy applies to the Workers' Compensation Law of the State of Pennsylvania.

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the Policy applies to work in the State of Pennsylvania. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$100,000	Each Accident
Bodily Injury by Disease	\$100,000	Each Employee
Bodily Injury by Disease	\$500,000	Policy Limit

C. OTHER STATES INSURANCE: Part Three of the Policy applies to the States if any, listed here: None, except as shown in Part Three.

4. PREMIUM: The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Code No.	Description	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 Of Remuneration	Estimated Annual Premium
0887	MUSEUM			

WC 00 00 01A
 Copyright 1987
 NCCI

EXHIBIT F

THE MARKETING PARTNERSHIP Associates Groups and the PHMC/PA Trails of History

Associates Groups and their programs and activities are part of the Pennsylvania Trails of History® (“Trails”) for continuity and marketing purposes.

The Commission shall continue to include sites and their corresponding Associates’ programs and activities in all Trails-related marketing.

The Commission shall share with Associates information on any marketing or public relation campaigns undertaken to promote the Pennsylvania Trails of History and affiliated sites.

The Commission shall acknowledge relevant Associate Groups in their marketing materials, web sites, advertisements, public relations activities, etc. where feasible and appropriate.

The Commission will include, upon request from the Associates Group, a link from its web site, www.PATrailsofHistory.com, to the locally sponsored Associates Group web site.

The Commission will maintain a “linking page” of general site information from www.PATrailsofHistory.com for Associates Group sites. A link on that page will connect to the locally sponsored web site. The Associates Group will update the appropriate Commission Site Administrator should changes need to be made.

The Associates Group shall acknowledge that the site is part of the Pennsylvania Trails of History® in their marketing materials, web sites, advertisement, public relations activities, etc. where feasible and appropriate.

The Associates Group will include a link back to www.PATrailsofHistory.com from the locally sponsored web site.

The Associates Group will provide contact information for the person responsible for marketing, public relations, audience development, etc. so that PHMC/PATrailsofHistory.com and the Associates Group can coordinate these activities for the benefit of all parties.

EXHIBIT G

Additional Standard Terms & Conditions

I. Contractor Responsibility Provisions (Nov 2010)

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472

II. Contractor Integrity Provisions (January 2015)

See Article IX.

III. Nondiscrimination/Sexual Harassment Clause (March 2015)

See Article X.

IV. Americans with Disabilities Act (Oct 2006)

a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of Subparagraph a. above.

V. Offset Provision (Oct 2010)

See Article XI.

VI. Right to Know Law (Feb 2010)

See Article XII.

VII. Hold Harmless Provision (Nov 30 2006)

See Article XIII.

VIII. Applicable Law (Oct 2006)

See Article XIV.