



# CORTLAND

Downtown Partnership

November 30, 2015

Common Council  
City of Cortland  
25 Court Street  
Cortland, NY 13045

**On behalf of the Cortland Downtown Partnership Promotions Committee, I submit the following resolution for the Common Council's consideration regarding the Cortland Downtown Partnership event, First Light, on December 31, 2015:**

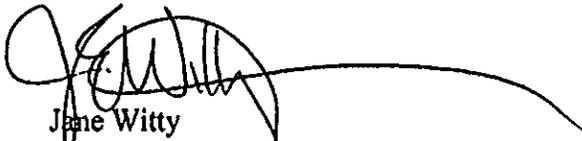
1. The Cortland Downtown Partnership (CDP) requests that the City of Cortland close down Main Street PORT WATSON STREET TO WILLIAM STREET from 9:00p.m. Thursday (December 31) New Year's Eve, until 1:00a.m. Friday (January 1) for Cortland County's First Light celebration.  
Special Event Form attached  
Street Closing Application attached  
Operating Permit Application attached  
Sound Device Permit Application attached
2. The CDP requests that the City parking lot on Port Watson Street be closed Thursday, December 31 until 4:00a.m. Friday, January 1 as the launching location for Young Explosives Corporation for the event.
3. Request waiver of the Operating Permit Application fee of \$50

Also note:

We are not requesting use of the Show Mobile this year for this event. A large FunFlicks screen will be installed on the side of 129 Main Street to air the Times Square New Year's Eve countdown, and on South Main Street in front of Stone Lounge.

A fire dance performance by Fire Magick will take place at 11:30pm.

Thank you.

  
Jane Witty  
Event Coordinator  
607.591.7903

# City of Cortland Special Event Application

To ensure a successful event, (obtaining proper permits, council approvals, licenses, public notices) it is recommended to initiate the event planning process with CDP and its Promotions Committee 90 days before the event.

Event Name: First Light November 30, 2015

Event Contact: Jane Witty, Cortland Downtown Partnership CDP Member? Yes  No

Address: 9 Main Street, Cortland, NY 13045  New Event  Existing Event

Email: jane@cortlanddowntown.com Phone: 607.591.7903

Will proceeds of your event benefit a charitable cause that provides service to Cortland residents? Yes  No  If yes, name the charitable causes: Cortland Downtown Partnership, 501c3 Non-profit Tax ID: \_\_\_\_\_

## Event Information

NAME OF EVENT: FIRST LIGHT

TYPE OF EVENT (i.e., walkathon, street fair, festival, etc.): NEW YEAR'S EVE CELEBRATION

EVENT LAYOUT If the event is a walkathon, run, etc., attach a map of route and/or street closures. If the event is a festival or street fair, attach a map to indicate location of street blockages requested, booth alignment and type of merchandise vended from each booth.

DATE DAY 1:	THURSDAY, DECEMBER 31 – EVENT START 10:00pm			DATE DAY 2:	N/A		
<input checked="" type="checkbox"/> STREET CLOSURE:	Start Time:	<u>6:00PM</u>	End Time:	<u>1:00AM</u>	<input type="checkbox"/> STREET CLOSURE:	Start Time:	End Time:
	Street:	<u>Port Watson to William St.</u>			<input type="checkbox"/> STREET CLOSURE:	Street:	
<input checked="" type="checkbox"/> LOT CLOSURE:	Start Time:		End Time:		<input type="checkbox"/> LOT CLOSURE:	Start Time:	End Time:
	Lot:	<u>Port Watson Youth Bureau lot for fireworks</u>			<input type="checkbox"/> LOT CLOSURE:	Lot:	
<input checked="" type="checkbox"/> AMPLIFIED MUSIC:	Start Time:	<u>10:00PM</u>	End Time:	<u>12:30AM</u>	<input type="checkbox"/> AMPLIFIED MUSIC:	Start Time:	End Time:

START LOCATION: N/A END LOCATION: \_\_\_\_\_

EXPECTED # OF PARTICIPANTS: \_\_\_\_\_ # OF SPECTATORS: 2000 HOTELS: Is this event expected to generate area overnight stays? If so, est. # of rooms: Yes

## Event Components

<p><b>Location/Safety</b></p> <p><input type="checkbox"/> City park use</p> <p><input checked="" type="checkbox"/> City streets blocked</p> <p><input type="checkbox"/> City sidewalks blocked</p> <p><input type="checkbox"/> City parking lots closed</p> <p><input checked="" type="checkbox"/> City barricades</p> <p><input type="checkbox"/> City cones</p> <p><input type="checkbox"/> Animal ban</p> <p><input type="checkbox"/> Animals are part of the event</p> <p><input type="checkbox"/> EMTs needed on site</p> <p><input type="checkbox"/> Police escort requested</p> <p><b>Waste Management</b></p> <p><input type="checkbox"/> City litter pickup</p> <p><input type="checkbox"/> City street sweeping</p>	<p><b>Structures</b></p> <p><input type="checkbox"/> Temporary structures</p> <p><input type="checkbox"/> Canopies up to 10' x 10'</p> <p><input type="checkbox"/> Grounded tents over 10' x 10'</p> <p><input type="checkbox"/> Beer and/or wine garden</p> <p><input type="checkbox"/> Street banner requested</p> <p><input type="checkbox"/> Rides or amusements</p> <p><input type="checkbox"/> Showmobile rental requested</p> <p><input type="checkbox"/> Portable restrooms</p> <p><input type="checkbox"/> Seating area</p> <p><b>Sound</b></p> <p><input checked="" type="checkbox"/> Fireworks</p> <p><input checked="" type="checkbox"/> Amplified sound or music</p> <p><input type="checkbox"/> Ceremonial Gun Salute</p>	<p><b>Food</b></p> <p><input type="checkbox"/> Food cooked on-site</p> <p><b>Alcohol</b></p> <p><input type="checkbox"/> Alcohol sold on-site</p> <p><input type="checkbox"/> Alcohol served</p> <p><b>Vending</b></p> <p><input type="checkbox"/> Vending of goods</p> <p><input type="checkbox"/> Vending of food</p> <p><b>Power Source</b></p> <p><input type="checkbox"/> City electricity use</p> <p><input type="checkbox"/> Generator use</p> <p><b>Insurance</b></p> <p><input checked="" type="checkbox"/> General Liability Insurance certificate</p> <p><input type="checkbox"/> Liquor Liability Insurance certificate</p>
---	---	---

Other components not listed: Food truck vending, Game Truck on site, street entertainment

---

Marketing budget: \$100.00 Admission Fee: DONATIONS

CDP Approval: \_\_\_\_\_

Fire Approval: \_\_\_\_\_

CPD Approval: \_\_\_\_\_

Council Approval: \_\_\_\_\_

**CITY OF CORTLAND  
OFFICE OF CITY CLERK**

25 COURT STREET · CORTLAND, NY 13045  
PHONE (607) 756-6521 · FAX (607) 756-4644

**COMMERCIAL SOUND DEVICE PERMIT**

DATE REQUESTED: November 30, 2015 ISSUANCE DATE: \_\_\_\_\_  
NAME: Cortland Downtown Partnership EXPIRATION DATE: \_\_\_\_\_  
ADDRESS: 40 Main Street TELEPHONE: \_\_\_\_\_  
Cortland, NY 13045

TYPE OF SOUND DEVICE: Amplified sound DATES/TIMES: December 31, 2015 10p-12:30a  
NON-PROFIT: yes PERSON IN CHARGE: Jane Witty  
TELEPHONE NUMBER: 591-7903

(\*Please check if you are a non-profit group therefore no licensing fee applies)

LICENSE FEE: FIXED LOCATION - \$250

MOUNTING UPON MOTOR VEHICLE - \$500

**Fixed Location:** For the use or operation of any radio, phonograph, microphone or other device by which sounds are magnified and caused to be heard over any public street or public place from any one fixed location and not in, or mounted upon a motor vehicle, the sum of \$250 for any day or part of a day for which the applicant desires permission hereunder. (Code of Ordinances 193-5 Noise Article II Sound Devices [adopted 8-5-1969 as Ch. 12, Art. VI, of the 1969 Code of Ordinances])

**Mounting upon motor vehicle:** For the use or operation of any radio, photograph, microphone or other device by which sounds are magnified and caused to be heard over any public street or public place to be used in, or mounted upon, a motor vehicle, the sum of \$500 for any day or part of a day for which the applicant desires permission hereunder. (Code of Ordinances 193-5 Noise Article II Sound Devices [adopted 8-5-1969 as Ch. 12, Art. VI, of the 1969 Code of Ordinances])

ANNUAL \$100.00

SINGLE EVENT \$25.00

Jane Witty November 30, 2015  
Signature of Applicant Date

**APPLICATION MUST BE FILED WITH APPLICATION FEE AT LEAST TWO (2) WEEKS BEFORE FUNCTION AND ONE (1) WEEK PRIOR TO COMMON COUNCIL MEETING TO ALLOW TIME FOR APPROVAL.**

APPLICATION  
For Street Closings  
PLEASE PRINT ALL INFORMATION

Today's Date: November 30, 2015

Address of Street Closing: Port Watson Street to William Street

Describe Event: First Light New Year Celebration

Applicant: Witty, Jane E. PH# 607-591-7903  
Last First MI (Home) (Work)

Address: 40 Main Street, Cortland, NY 13045 Email Address: jane@cortlanddowntown.com

Date of Street Closing: December 21, 2015 Alternate or Rain Date \_\_\_\_\_

Start Time: Event start time 10:00pm Finish Time: Event end time 12:30am (January 1)  
\*(No earlier than 9:00 AM) \*(No later than 8:00 PM)

(\*Unless altered by Common Council)

Estimated # of persons attending: 2,000

Will amplified music be provided? yes  
(If yes, refer to requirement #8 for compliance)  
City Ordinance SCT. 193-5 requires Common Council permission; SCT.193-7 requires \$250.00 fee  
(unless a non-profit)

Will alcohol be available? no

If so, which address(es) will have alcohol? \_\_\_\_\_

**Alcohol is only allowed on private property. All State and City alcohol laws still apply during Street Closing.**

**A Street Closing permit does not allow the sale of alcohol or the consumption of alcohol on public property or by persons younger than 21 years of age.**

*emailed 11/25/15*

**YOUNG EXPLOSIVES CORPORATION**  
Fireworks Exhibition Agreement

This agreement made this 13th day of January, 20 15 by and between Young Explosives Corporation of Rochester, NY, hereafter designated Young, and

Cortland Downtown Partnership  
PO Box 224  
Cortland, NY 13045

hereafter designated the customer, providing for the sale of and an exhibition of fireworks to be located at Cortland Youth Bureau parking lot; 35 Port Watson St; Cortland, NY 13045

on the date of Thursday, December 31, 20 15 in a location to be designated by the customer and approved by Young.

The parties hereto mutually agree, one with the other, as follows:

**1. Guaranteed Exhibition of Fireworks**

Young agrees to furnish an exhibition of fireworks substantially in accordance with the program submitted and that it shall be of first quality and properly made. Young shall supply a sufficient number of technicians to execute the display in a safe and artistic manner. Young guarantees that the display will be performed to any specifications outlined in this contract or in any approved addendums.

**2. Spectator Control**

The customer agrees to furnish sufficient protection, by either barricades, rope lines, or other dividers, at all points from the discharge area to prevent and keep spectators from entering the area and agrees to furnish ample police protection to Young's property and for the assembly, firing and dismantling of the exhibition without interference from the public. The customer shall defend, indemnify and hold Young harmless for any liability because of the customer's negligent breach of this Section 2.

**3. Permits**

The customer agrees to procure and pay for all necessary permits and licenses which may be required by the municipal authorities. Young will apply for and obtain necessary permits and licenses on behalf of the customer if noted on page 2 of the contract or if notified by written notice from the customer. In that event, customer will pay in advance to Young the amount needed to pay for the permits and licenses. Permit and licensing fees are non-refundable unless refunded by the licensing authority. Customer assumes the responsibility for seeking a refund when applicable.

**4. Insurance**

- a) Young agrees to procure liability insurance for \$ 2,000,000.00 coverage and zero deductibility on behalf of the customer. The insurance cost is included in the payable sum shown on this agreement.
- b) Young will provide Workers' Compensation and Disability for the fireworks technicians.

**5. Postponement or Cancellation**

- a) Young agrees that in the event of rain or inclement weather, a reasonable postponement may be made with *no extra charge*.
- b) If the customer cancels the exhibition, Young reserves the right to bill the customer for travel expenses incurred, labor performed, and for the cost of the insurance.
- c) If the customer cancels the exhibition before Young's technicians have been dispatched to the site, there will be *no charge*. However, customer is responsible for the actual expenses incurred by Young for special work and for nonrefundable fees outlined in this contract. Young may retain from any deposit or invoice the customer the amount necessary to reimburse it for expenses incurred on behalf of the customer when applicable.

**6. Terms of Payment**

- a) Check box that applies:  Young requires no down payment.  Young requires a down payment of \$ \_\_\_\_\_, due by \_\_\_\_\_ 20 \_\_\_\_\_. If the exhibition is canceled the deposit will be refunded, less the expenses for which Young is entitled to reimbursement under Paragraph 5 above.
- b) The customer agrees to pay Young, or his agent, the total sum of Five thousand Dollars for an exhibition of fireworks, which will include fireworks, insurance and technicians and expenses incurred by Young, forthwith at the end of said exhibition.
- c) In the event of customer's failure to pay when due all sums due Young under this contract, Young shall be entitled to collect from customer its reasonable cost of collection, including interest and reasonable attorney's fees.

**7. Counterpart Execution; Electronic Signatures**

This Agreement may be executed in any number of counterparts with the same effect as if all the Parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Facsimile and electronic signatures shall be deemed original signatures for all purposes of this Agreement.

Total sum 5,000.00 Dollars

**Young Explosives Corp.**  
**Display Fireworks**

(800) 747-1781  
(585) 394-1783  
(585) 396-2663 Fax  
P.O. Box 18653  
Rochester, NY 14618  
YoungExplosives.com

E-Mail: fireworks@youngexplosives.com

The parties sign below:

Sherry Foster  
Young Explosives Corp.

Title

Sherry Foster  
(Print Name)

Jane Withy  
Customer Signature

Event Coordinator  
Title

Jane Withy  
(Print Customer Name)

8. **Headings**

Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

9. **Entire Agreement**

This Agreement for the fireworks Display constitutes the entire agreement between the Parties with respect to the subject matter here, of and there are no other understandings, whether oral or written, regarding the subject matter hereof.

**Customer Contact Name(s)**

Jane Witty  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Send Invoice to:**

Address on front OR  Name/Address below

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Additional Contact Name/Information**

\_\_\_\_\_  
\_\_\_\_\_

**Telephone (with Area Code)**

Work: 607-753-4928  
Fax: \_\_\_\_\_  
Home: \_\_\_\_\_  
Cell: 607-591-7903  
Email: \_\_\_\_\_

Work: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Home: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Email: \_\_\_\_\_

**Insurance Information:** Please list all parties to be listed as additional insured. Young will extend coverage to the entities listed below as additional insured. Customer is responsible for providing all information needed for full insurance coverage.

Cortland Downtown Partnership  
\_\_\_\_\_  
City of Cortland  
\_\_\_\_\_  
Cortland Youth Bureau  
\_\_\_\_\_  
\_\_\_\_\_

**Customer Requests**

Time of show: 12:00  AM  PM

List special requests, such as ground pieces, shells, finale, quantity or time requirements. List any other special requests such as salutes at certain times (i.e., if the show is a surprise for someone), etc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Permits**

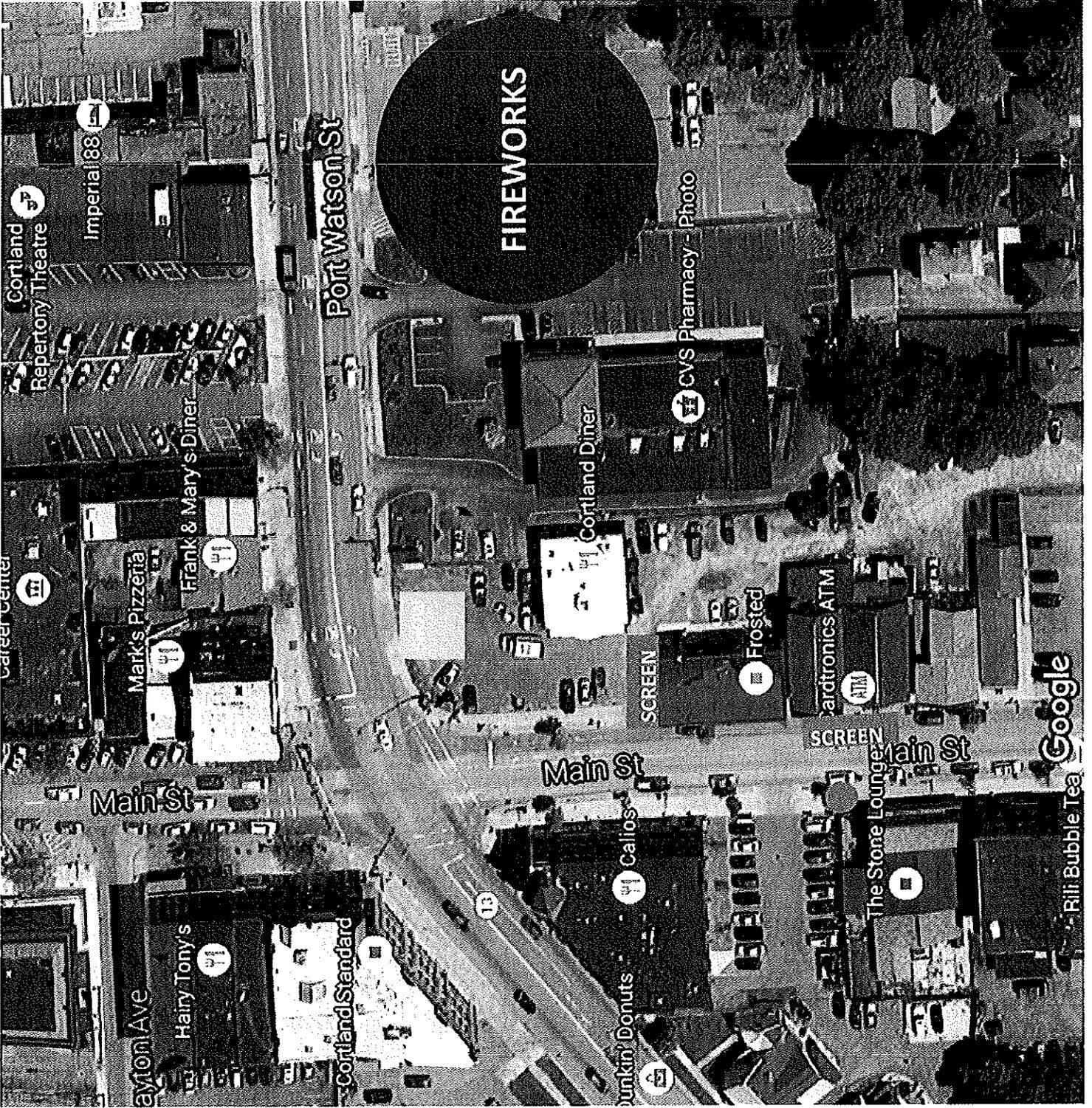
Customer to apply for the Permit(s) and provide Young with a copy 14 days prior to event

Young to apply for the Permit(s) on your behalf:

Customer to pay the amount of \$ \_\_\_\_\_ Includes permit cost and fees. (Permit costs subject to change by the municipality)

ADD the above permit costs to the show price on the front of the contract.

INCLUDE the above permit costs in the show price on the front of the contract.



City of Cortland  
Fire Department  
Code Enforcement

25 Court Street  
Cortland, New York 13045  
Phone: 607.753.1741  
Fax: 607.753.6051

## OPERATING PERMIT APPLICATION FORM

### Applicant/Building Information

Applicant's Name: Cortland Downtown Partnership  
Applicant's Address: 40 Main Street, Cortland NY 13045  
Contact Person: Jane Witty Telephone: 607.591.7903  
Address of Premises for which Operating Permit is requested:  same as above  
Youth Bureau Parking lot on Port Watson  
Business Name: Cortland Downtown Partnership Telephone: see above  
Tax Map Number: \_\_\_\_\_ Current Occupancy Class: \_\_\_\_\_

### Type of Operating Permit

An Operating Permit is required to conduct any activity or to use any class of building listed below. Please indicate the type(s) of Operating Permit(s) requested by checking each applicable box.

Manufacturing, storing or handling hazardous materials in quantities exceeding those listed in Tables 2703.1.1(1), 2703.1.1(2), 2703.1.1(3) or 2703.1.1(4), of the Fire Code of New York State (see 19 NYCRR Part 1225); (See Appendix A.) Identify the materials and quantities and describe the manner in which the materials will be manufactured, stored or handled (attach additional sheets if necessary):  
\_\_\_\_\_  
\_\_\_\_\_

Conducting a hazardous process or activity (including but not limited to, any commercial or industrial operation which produces combustible dust as a byproduct, fruit and crop ripening, and waste handling; (See Appendix B.) Describe the process(es) or activity(ies) to be conducted (attach additional sheets if necessary):  
\_\_\_\_\_  
\_\_\_\_\_

Use of pyrotechnic devices (indoor or outdoor) within the City of Cortland; (See Appendix C.) Describe the proposed use (attach additional sheets if necessary):  
Annual First Light celebration with fireworks by Young Explosives Corporation. An approximate 15 minute show

Use of a building or structure containing one or more areas of public assembly with an occupant load of 100 persons or more (See Appendix D.) Describe the proposed use (attach additional sheets if necessary):  
\_\_\_\_\_  
\_\_\_\_\_

1  
3/22/06

**City of Cortland Fire Department Code Enforcement  
OPERATING PERMIT APPLICATION FORM**

- Use of a building whose use or occupancy classification has been determined by the Common Council of the City of Cortland as posing a substantial potential hazard to public safety. Describe the proposed use (attach additional sheets if necessary):

\_\_\_\_\_

- Temporary or permanent installation of LP gas storage containers, indoors or outdoors, exceeding 24 pounds of water capacity (10.8 kg). Describe the proposed use (attach additional sheets if necessary):

\_\_\_\_\_

**Premises/Building Information**

1. Date of last inspection of Premises? \_\_\_\_\_

2. What is the size of the entire building? \_\_\_\_\_

What is the size of the space the business occupies within that building? \_\_\_\_\_

How many stories is the building? \_\_\_\_\_

3. Is the building equipped with a sprinkler system? \_\_\_\_\_

4. Is the building equipped with a knock box? \_\_\_\_\_

If so, where is the knock box located on the building? \_\_\_\_\_

5. Are there currently any open Building Permits associated with the premises?  YES  NO  
If yes, please describe (attach additional sheets if necessary):

\_\_\_\_\_

6. What is the current occupant load of the business? \_\_\_\_\_

Do you have a current occupant load sign? \_\_\_\_\_

7. Is your current staff trained in Fire Protection and Safety? \_\_\_\_\_

8. Type and quantities of Hazardous materials? \_\_\_\_\_

\_\_\_\_\_

Added Comments:

City of Cortland  
Fire Department

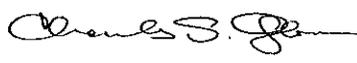


Charles S. Glover  
Fire Chief

21 Court Street  
Cortland, New York 13045

Phone: 607.756.5613  
Fax: 607.758.8585  
Email: cglover@cortland.org

TO: B. Tobin, Mayor  
Common Council Members

FROM: Chief Glover 

DATE: Friday, December 11, 2015

RE: Agenda Items

On the agenda for the December 15<sup>th</sup> meeting there are four items relating to grants for the Fire Department.

Agenda Item #3 - This grant, if awarded, would allow for the purchase of equipment for structural firefighting protective gear care and storage. This provides a bit of longevity for the gear while also a means to reduce particulate contaminants of the gear. Cancer is proliferating in the fire service and we need to take steps to minimize the risks where we can.

Agenda Item #4 -- This grant would have the Cortlandville Fire District as the lead agency in a grant application for the purchase of fire alarm paging devices. This is similar to when the Cortland Fire Department took the lead agency on the grant for portable radios. The MOU would allow us to be part of the grant process which would benefit the three departments participating. With Virgil being the third department interested.

Agenda Item #5 - This is to authorize the acceptance of a grant. We have been awarded a Technical rescue grant which will provide for the replacement of confined space rescue equipment that was purchased in the 1993. This equipment has outlived its recommended and/or required service life per the National Fire Protection Agency. This includes ropes and hardware associated with the technical rescue service for confined space.

Agenda Item #6 -- This simply would allow for the re-imbursement of training costs for our staff participating in swift water rescue training opportunities.

## AGREEMENT

This agreement made the \_\_\_\_ day of \_\_\_\_\_, by and between the City of Cortland, a Municipal Corporation with a principal place of business located at 25 Court Street, Cortland, New York, hereafter referred to as the "City," and the Town of Cortlandville, a municipal corporation with a principal place of business located at 15 Terrace Road, in the Town of Cortlandville, County of Cortland, and State of New York, hereafter referred to as the "Town."

**WHEREAS**, the City maintains, through its Cortland Youth Bureau, facilities and personnel for Recreation, Youth Services/Counseling and parks; and

**WHEREAS**, the Town desires to provide for its residents facilities and personnel for Recreation, Youth Services/Counseling and parks.

In consideration of the mutual covenants herein expressed, the parties agree as follows:

**I. Use of Facilities, Services and Personnel**

The City will make available, at such time and for such duration as determined by the Cortland Youth Bureau, facilities, Youth Services/Counseling and parks for use by the residents of the Town.

**II. Payment**

In consideration of the use of said facilities, Youth Services/Counseling and parks, the Town agrees to pay the City the amount of Eighty Six Thousand and Seven Hundred Dollars and 00/100 (\$86,700.00) for use of said facilities, Youth Services/Counseling and parks, during the 2016 calendar year.

**III. Indemnification**

The Town agrees to indemnify and save harmless the City from any liability or damages the City may suffer as a result of claims, demands, costs, or judgments against the City arising out of an intentional or negligent act committed by the Town and/or the Town residents during the use of said facilities, Youth Services/Counseling and parks.

**IV. Duration of Agreement**

This agreement will commence January 1, 2016, and terminate as of December 31, 2016.

**V. Facility Management**

The City shall provide, through its Youth Bureau, management services for the daily operation of the facilities. The City shall provide the following services:

- Maintain a written reservation and scheduling system.
- Require and maintain Certificates of Insurance from groups using facilities.
- Report all maintenance issues to the Town Highway Superintendent.
- Promote use of the Ted Testa Citizens Park, and Blodgett Mills Park hereinafter collectively the "Cortlandville Parks," and provide program information in the Cortland Youth Bureau brochure.
- Provide staff to manage field reservation and inquires.
- Provide Park Patrol service and patrol car from May 1<sup>st</sup> – September 1<sup>st</sup> from 6:00 PM seven days a week at all three of the Cortlandville parks.
- Provide certified pesticide applicator to spray as needed at the Cortlandville parks.

XII. Entire Agreement

This agreement constitutes the complete understanding between the parties as to the matters contained herein. This agreement shall not be modified except by written agreement signed by the parties.

**IN WITNESS WHEREOF**, the parties have executed this agreement at the date first noted above.

City of Cortland

By: \_\_\_\_\_  
**Brian Tobin, Mayor**

Town of Cortlandville

By: \_\_\_\_\_  
**Richard C. Tupper, Supervisor**

STATE OF NEW YORK )  
COUNTY OF CORTLAND) ss:

On this \_\_\_\_ day of \_\_\_\_\_, before me, the undersigned Notary Public in and for said State, personally appeared Brian Tobin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Mayor of the City of Cortland and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF CORTLAND) ss:

On this \_\_\_\_ day of \_\_\_\_\_, before me, the undersigned Notary Public in and for said State, personally appeared Richard C. Tupper, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public