

1
2 **Resolution Relating to**
3
4

RESOLUTION
Sponsor(s): Councilors Blais,
Tracy Ayres: License Com.

Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

5
6 AUTHORIZATION TO ENTER INTO AMENDMENT TO
7 LICENSE AGREEMENT WITH MANSFIELD PROFESSIONAL
8 BUILDING, LLC TO REDUCE THE FEE PAID TO OCCUPY
9 ONE METERED PARKING SPACE ON A PORTION OF
10 THE CITY'S RIGHT-OF-WAY

11
12
13 **CITY OF BURLINGTON**

14 In the year Two Thousand Thirteen.....
15 Resolved by the City Council of the City of Burlington, as follows:

16
17 That WHEREAS, the CITY owns property, including the street, sidewalk and greenbelt in front of the
18 property at 181-189 St. Paul Street; and

19 WHEREAS, MANSFIELD PROFESSIONAL BUILDING, LLC ("MANSFIELD") is conducting
20 construction activities at 181-189 St. Paul Street over an area of approximately 3,287 sq. ft.; and

21 WHEREAS, obstruction of a portion of St. Paul Street, including one (1) parking meter, is
22 necessary to enable the construction to occur; and

23 WHEREAS, in light of the duration of the construction project, MANSFIELD petitioned the
24 License Committee on June 4, 2013 for a reduction in the metered parking fee from \$20/day to \$6/day
25 and the License Committee agreed to the request; and

26 WHEREAS, the License Committee agrees that the License Agreement with MANSFIELD be
27 amended to reflect this change, leaving the remainder of the License Agreement in full force and effect;

28 NOW, THEREFORE, BE IT RESOLVED that the Honorable Mayor Miro Weinberger be and
29 hereby is authorized to execute an Amendment to the License Agreement with MANSFIELD to allow
30 MANSFIELD to pay \$6/day per parking space, for the period commencing upon full execution of this
31 Agreement and continuing until October 31, 2013 as set out in substantially the same form as the
32 agreement attached hereto, subject to the approval of the City Attorney.
33

**AMENDMENT TO LICENSE AGREEMENT WITH
MANSFIELD PROFESSIONAL BUILDING, LLC**

This is an Amendment to the LICENSE AGREEMENT dated December 12, 2012 between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont (hereinafter CITY) and MANSFIELD PROFESSIONAL BUILDING, LLC, a Vermont limited liability corporation with its offices in Burlington, Vermont (hereinafter MANSFIELD or LICENSEE).

WHEREAS, the CITY and MANSFIELD entered into a License Agreement on December 19, 2012 (attached hereto as Exhibit A) concerning Mansfield's use and encumbrance of the street, sidewalk and greenbelt in front of the property at 181-189 St. Paul Street; and

WHEREAS, said License Agreement required that MANSFIELD pay a fee of \$20.00 per day for a parking space fee for the period commencing approximately December 1, 2012 and ending October 31, 2013, with said fee payable to the Burlington Department of Public Works; and

WHEREAS, MANSFIELD petitioned the License Committee on June 4, 2013 for a reduction in said fee from \$20 per day to \$6 per day and the License Committee unanimously voted to approve the reduction in fee; and

WHEREAS, the parties have agreed that the reduction in the parking meter fee can be formalized by way of a written amendment to the original License Agreement; and

WHEREAS, it is the desire of the parties to amend the License Agreement to reflect that MANSFIELD is responsible for paying \$6.00/day/meter (excluding Sundays) as the rate set therein.

WITNESSETH:

NOW THEREFORE, in consideration of the above and the mutual covenants the CITY and MANSFIELD enter into the following Amendment to the License Agreement between the parties dated December 19, 2012, with all other terms and conditions of said License Agreement remaining in full force and effect:

1. LICENSE FEE AND PARKING FEES

There shall be a fee of \$6.00 per day for a parking space fee for the period commencing approximately June 24, 2013 and ending October 31, 2013. The parking fee shall be payable to the Burlington Department of Public Works, as outlined below.

LICENSEE shall compensate the city for all parking space fees for the duration of the project and pay the City's Department of Public Works on a monthly basis, one week prior to the start of the month. The fee for occupying a metered parking space is \$6/day-meter. It is anticipated that one metered parking space will be occupied beginning on June 24, 2013 and continuing to October 31, 2013. The parties anticipate the total number of days occupied will be 110 days (not including Sundays), applying the meter hood fee of \$6/day-meter it is anticipated that the developer will be required to pay a total of \$660 in meter hood fees.

DATED at Burlington, Vermont, this ___ day of June, 2013.

CITY OF BURLINGTON

Witness

By: _____
Miro Weinberger, Mayor
Duly Authorized

MANSFIELD PROFESSIONAL
BUILDING, LLC

Witness

By: _____
Stuart E. Chase, Manager

LICENSE AGREEMENT
MANSFIELD PROFESSIONAL BUILDING, LLC

This LICENSE AGREEMENT is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont (hereinafter CITY) and MANSFIELD PROFESSIONAL BUILDING, LLC, a Vermont limited liability corporation with its offices in Burlington, Vermont (hereinafter MANSFIELD or LICENSEE).

WHEREAS, the CITY owns property, including the street, sidewalk and greenbelt in front of the property at 181-189 St. Paul Street; and

WHEREAS, MANSFIELD stated on its application (attached hereto as Exhibit A) that it wishes to encumber the sidewalk, greenbelt and one (1) parking space, an area in front of 181-189 St. Paul Street totaling approximately 3287 square feet; and

WHEREAS, this application was reviewed and approved by the Department of Public Works attached hereto as Exhibit B; and

WHEREAS, such use of a public thoroughfare for periods in excess of 30 days requires approval of the City Council under Charter Sec. 48XLIX and Burlington Code of Ordinances Chap. 27, Sec. 27-32;

WITNESSETH:

NOW THEREFORE, in consideration of the above and the mutual covenants the CITY and MANSFIELD enter into the following License Agreement:

1. TERM

The term of this license agreement shall commence upon full execution of this Agreement and shall continue until October 31, 2013 or sooner as provided herein.

2. LOCATION

LICENSEE may use and encumber the sidewalk, greenbelt and one (1) parking space, an area in front of 181-189 St. Paul Street totaling approximately 3287 square feet (hereinafter referred to as the PREMISES) for construction related to the construction project at 181-189 St. Paul Street. A copy of the approved plan is attached hereto as Exhibit C.

3. MAINTENANCE

- a. The sidewalk, greenbelt and one (1) parking space shall be maintained in accordance with all conditions set forth below.
- b. LICENSEE shall take all reasonable precautions to protect the public from potential hazards resulting from this use.
- c. LICENSEE shall pick up and sweep debris created by its use of the sidewalk, greenbelt and one (1) parking space.
- d. During the term of this license agreement, the LICENSEE shall not maintain or store any toxic or hazardous waste materials or contaminants upon said premises.
- e. LICENSEE shall provide signage at both ends of St. Paul Street to redirect pedestrians along a to-be created walkway, within two jersey barriers, which will be erected in the current parking space in front of the premises.
- f. LICENSEE shall restore the greenbelt upon completion of the project with new trees to be planted according to the landscape plan submitted as part of the requirements established within the Technical Review Committee. Additionally, given that the soil within the greenbelt will be impacted/compacted by the construction activities that prevent sustainable plant growth within the greenbelt, LICENSEE shall be responsible for the replacement of topsoil to a depth of 3 feet, within that portion of the greenbelt between the curb and the sidewalk for the frontage occupied by the project.
- g. LICENSEE shall remove, haul away, and properly dispose of accumulated snow and ice along the occupied city right of way frontage and a representative of LICENSEE shall be available at all times for snow and ice removal operations and independently monitor weather conditions in order to be prepared to clear and haul away snow no later than 3 hours following the start of a storm event. LICENSEE shall provide DPW with a 24 hour contact name and number for this purpose.
- h. LICENSEE shall provide proper liability insurance.

- i. LICENSEE shall insure that the private vehicles of construction employees shall not be parked on the street anywhere within a 2 block radius of the site.
- j. LICENSEE shall insure that all marked construction vehicles and equipment remain on the construction site footprint, and will not at any point temporarily occupy the driving lanes or parking along St. Paul Street and the adjoining streets, without prior written approval of DPW.
- k. LICENSEE shall maintain the Traffic Control Plan Labeled Exhibit C-1 and C-2 attached to the Developers Encumbrance Application and attached hereto.
- l. All utilities will be located as described in Engineering Site Drawings and afforded the appropriate protections and field verification for depth and location. Any damage to any utilities facilities that can be directly related to the developer's efforts that are being assumed by the adjoining utilities will be the responsibility of the Applicant. Applicant must provide immediate notice to any utilities impacted or damaged by their construction activities.
- m. LICENSEE must comply and follow at all times their approved EPSC Plan, more explicitly the streets must be routinely swept to limit dust and limit the transport of material and runoff from being transported off site and into the city's system of stormwater conveyance.

4. LICENSE FEE AND PARKING FEES

There shall be a fee for this license equal to the encumbrance application fee and the square foot use fee. This fee shall be payable to the Burlington City Clerk's Office prior to issuance of said license. In addition, there shall be a fee of \$20.00 per day for a parking space fee for the period commencing approximately December 1, 2012 and ending October 31, 2013. The parking fee shall be payable to the Burlington Department of Public Works, as outlined below.

LICENSEE shall compensate the city for all parking space fees for the duration of the project and pay the City's Department of Public Works on a monthly basis, one week prior to the start of the month. The fee for occupying a metered parking space is \$20/day-meter. It is anticipated that one metered parking space will be occupied beginning on December 1, 2012 and continuing to October 31, 2013. The parties anticipate the total number of days occupied will be 335 days, applying the meter hood fee of \$20/day-meter it is anticipated that the developer will be required to pay a total of \$6,700.00 in meter hood fees.

5. REVOCAION

This license Agreement is immediately revocable should LICENSEE discontinue use of the sidewalk, greenbelt and one (1) parking space. In any event, this Agreement is revocable by the CITY within 30 days upon sending written notice to LICENSEE. Upon revocation, LICENSEE must remove at its own expense all equipment and other materials or obstructions placed on the PREMISES. If

LICENSEE refuses to promptly remove such obstructions, they may be removed by the CITY and LICENSEE shall be liable for all expenses of such removal.

6. INSURANCE

- a. LICENSEE shall maintain in effect throughout the term of this Agreement comprehensive public liability insurance with an A rated insurance carrier, or better, qualified to transact business in the State of Vermont, insuring against all legal liability for injuries or damages suffered as a result of the exercise of rights granted pursuant to this Agreement in an amount not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. The CITY shall be named as an additional insured on such insurance policy,
- b. Prior to execution of this Agreement, LICENSEE shall furnish the CITY with a certificate of insurance and endorsement which shall include the provision that the CITY is named as an additional insured and shall be given 15 days written notification prior to cancellation of such insurance for nonpayment of premium and 45 days notice for any other reason. The certificate shall be attached to this Agreement as Exhibit D and the endorsement shall be attached as Exhibit E.
- c. It is the responsibility of LICENSEE to ensure that a current certificate of insurance is on file with the CITY at all times. Failure to furnish a current certificate of insurance will result in immediate revocation of this license.

7. INDEMNIFICATION

LICENSEE agrees to indemnify, defend and hold the CITY harmless and free from liability arising out of LICENSEE'S use of the CITY'S sidewalk, greenbelt and one (1) parking space, and LICENSEE agrees to make no claim against the CITY or any of its officers, employees, agents or representatives for any loss or damage caused by the CITY'S use or maintenance of its right-of-way.

8. PERMITS

LICENSEE shall be responsible for obtaining all necessary CITY and/or State permits including zoning permits, prior to use of the CITY'S sidewalk, greenbelt and one (1) parking space.

9. NUISANCES PROHIBITED

LICENSEE shall not, during the term hereof, on or in the premises maintain, commit, or permit the maintenance or commission of any nuisance or violation of any applicable City of Burlington ordinance, State or Federal statute, or controlling bylaw, regulation, or condition imposed whether existing at the time of commencement of this Agreement or enacted, amended, or otherwise put into effect during the term of this Agreement.

10. ASSIGNMENT OF RIGHTS

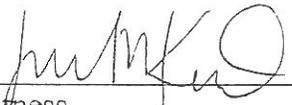
LICENSEE shall not sell or assign its rights pursuant to this Agreement or permit the use of the premises or any part thereof by any other entity without the express prior written consent of the CITY. Any unauthorized action in violation of this provision shall be void, and shall terminate LICENSEE'S rights pursuant to this Agreement.

11. LIMITATION OF RIGHTS

LICENSEE acknowledges that no property or other right is created other than that specifically defined and limited by this Agreement.

DATED at Burlington, Vermont, this 29 day of November, 2012.

CITY OF BURLINGTON



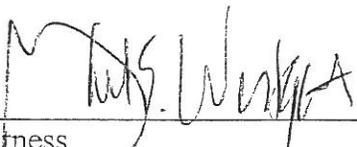
Witness

By:



Miro Weinberger, Mayor
Duly Authorized

MANSFIELD PROFESSIONAL
BUILDING, LLC



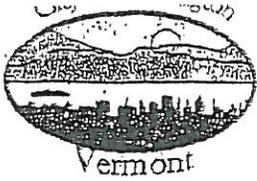
Witness

By:



Stuart E. Chase, Manager 19 DEC 12

lb/c: GM 2012/License Agree for Encumbrance – Mansfield Professional Bldg, 181-189 St. Paul St (sidewalk, greenbelt & 1 parking space) 2012
11/19/12



OFFICE OF THE CLERK/TREASURER

City of Burlington

City Hall, Room 20, 149 Church Street, Burlington, VT 05401

Voice (802) 865-7000

Fax (802) 865-7014

TTY (802) 865-7142

Annie Olejar (802) 865-7135

Ted Miles (802) 865-7562

ENCUMBRANCE APPLICATION/RENEWAL

EFFECTIVE FROM MAY 1st TO APRIL 30th OF EACH YEAR

DBA NAME: Stuart E. Chase, Manager DATE: October 19 2012
COMPANY: Mansfield Professional Buildings, LLC PHONE: 802 324 6736 FAX: 802 658 1203
MAIL TO: 33 Eastmain Way Burlington, VT E-MAIL: springlet@juno.com

ENCUMBRANCE

CITY ATTORNEY'S OFFICE
NOV 13 2012
RECEIVED

Permission is requested to allow/continue the encumbrance in the following area and manner (please describe fully, including size and physical barriers around area, trees, grates, parking meters, etc with photos, diagrams, blueprints; may reference prior application):

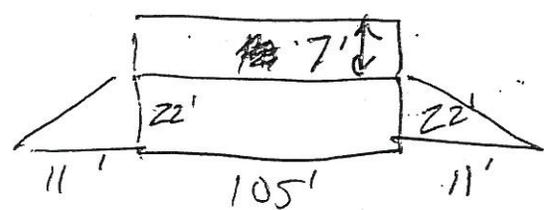
Description: Shutdown of sidewalk, overbelt + one parking space at 183 St Paul St
Conditions: TBD - see attached description and schedule during construction

Total square feet used outdoors: (\$1.00 per square foot) 3287
FOR PERIOD Nov 2012 -> October 31, 2013 Nov 2012 -> April 30 2013

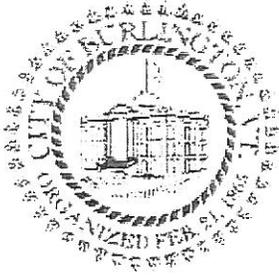
- PLEASE ATTACH:
1. Certificate of Liability Insurance with holder as the: "CITY OF BURLINGTON, ENCUMBRANCE APPLICATION DEPT., 149 CHURCH ST., BURLINGTON VT 05401" with a 30 DAY NOTICE FOR CANCELLATION EFFECTIVE MAY 1 TO APRIL 20 OF THE CURRENT YEAR in the amount of \$2 million for the general aggregate and \$1 million for each occurrence. Your Insurance agent can fax the certificate to this office at the above number.
2. Check for the square feet fees: \$ 6,599.00
3. Check for application fee: \$25.00

Total \$6,574 + 25 = \$6,599

For clerk office use only: Amount received \$ 3312 on 11/7 Check # 1035
Sent to Attorney:



= 11 x 22 + 105 x 22 + 7 x 105
= 242 + 2310 + 735
= 3287 ft^2
Exhibit A



OFFICE OF THE CLERK AND TREASURER
 149 CHURCH STREET
 BURLINGTON, VT 05401
 Voice (802)865-7000
 FAX (802)865-7014
 TTY (802)865-7142
 Amy Bovee (802)865-7019
 Ron Gore (802)865-7562

Encumbrance DPW Approval Form

Effective 05/01/2012 - 04/30/2013

ATTENTION: RON GORE, BURLINGTON DEPARTMENT OF PUBLIC WORKS

DBA NAME: _____ DATE: Wednesday, November 7, 2012
 COMPANY: MANSFIELD PROFESSIONAL PHONE: 802-324-6736
 LOCATION: 183 ST. PAUL ST. FAX: _____
 MAILING ADDRESS: STUART E. CHASE
 33 EASTMAN WAY
 BURLINGTON, VT 05401

RACKS / RAMPS / STAIRS / TABLES / CHAIRS ETC

1. Racks, ramps, sidewalks encumbrances should be located on private property, if possible. In the opinion of the City Building Inspector, is there an available alternative location for the ramp on private property? Yes No

2. Will there be sufficient width for plows and pedestrian access if racks, ramp, sidewalk, tables & chairs encumbrances are added on the sidewalk? Yes No

3. Additional Comments: N/A CONTRACTOR WILL MAINTAIN SIDEWALK AREA FOR SNOW REMOVAL

4. A 3,287 square foot placement of SHUTDOWN OF SIDEWALK, GREENBELT, AND ONE PARKING SPACE AT 183 ST. PAUL ST. DURING CONSTRUCTION at 183 ST. PAUL ST.

DEPARTMENT OF PUBLIC WORKS

Approved? Yes
 No

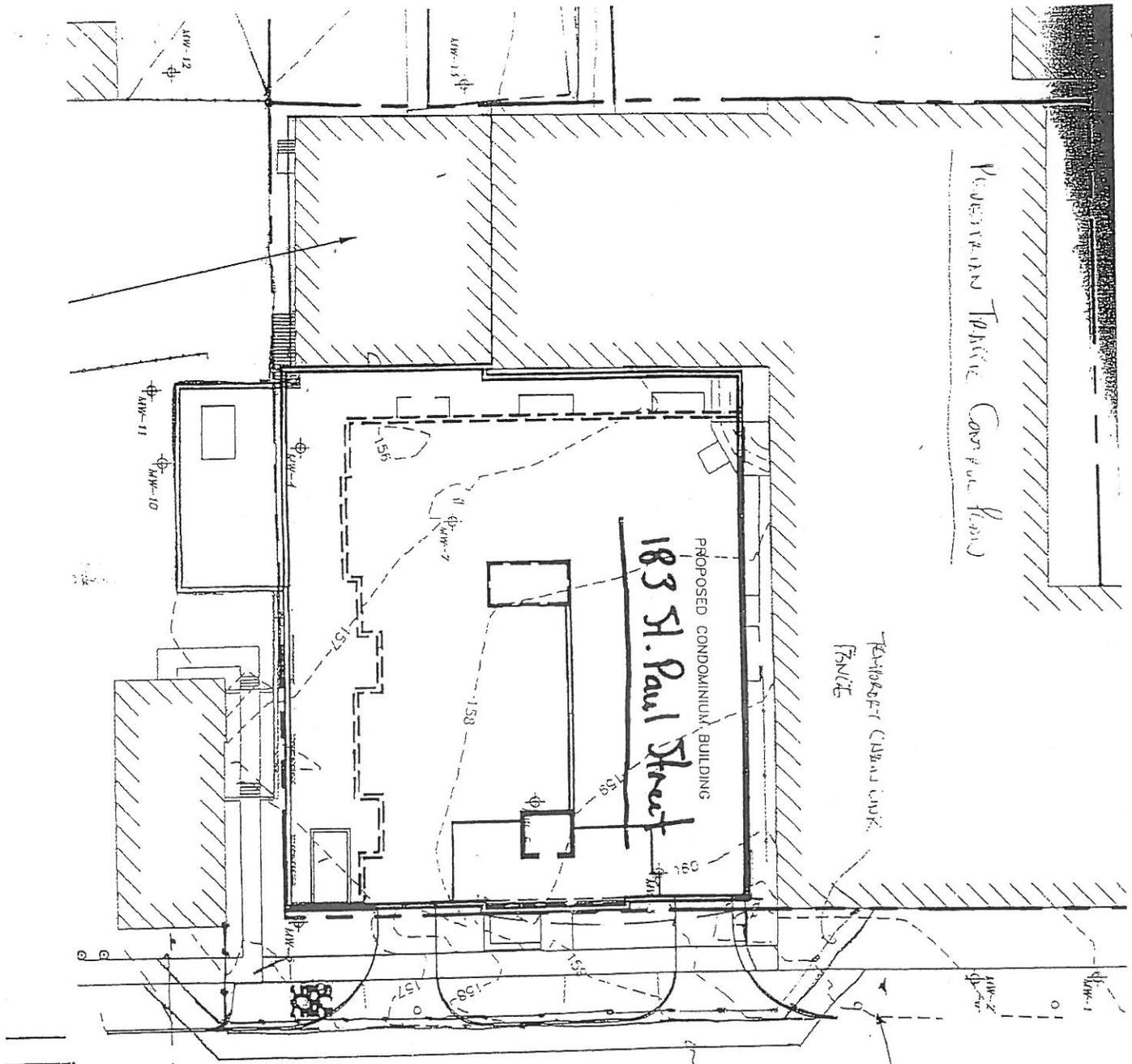
Explain: PER CONDITIONS OF LICENSE AGREEMENT ATTACHED

Signature Ron Gore

Date: 11-13-12

Exhibit B

1) remain Traffic Plan
 — estimated square footage of green space impacted 3700 sq ft.
 — one parking space taken



ST. PAUL STREET

SEE ATTACHED EXHIBIT "18" FOR DIMENSIONS

Temporary jersey barriers positioned down into street. This method will close one reserved parking space.

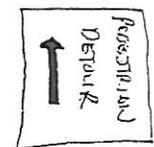
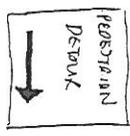
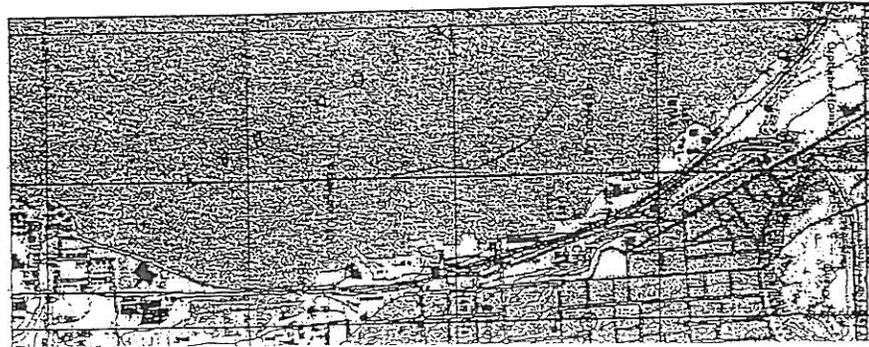
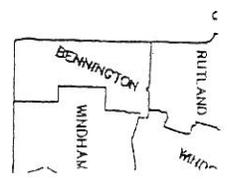


Exhibit C-1



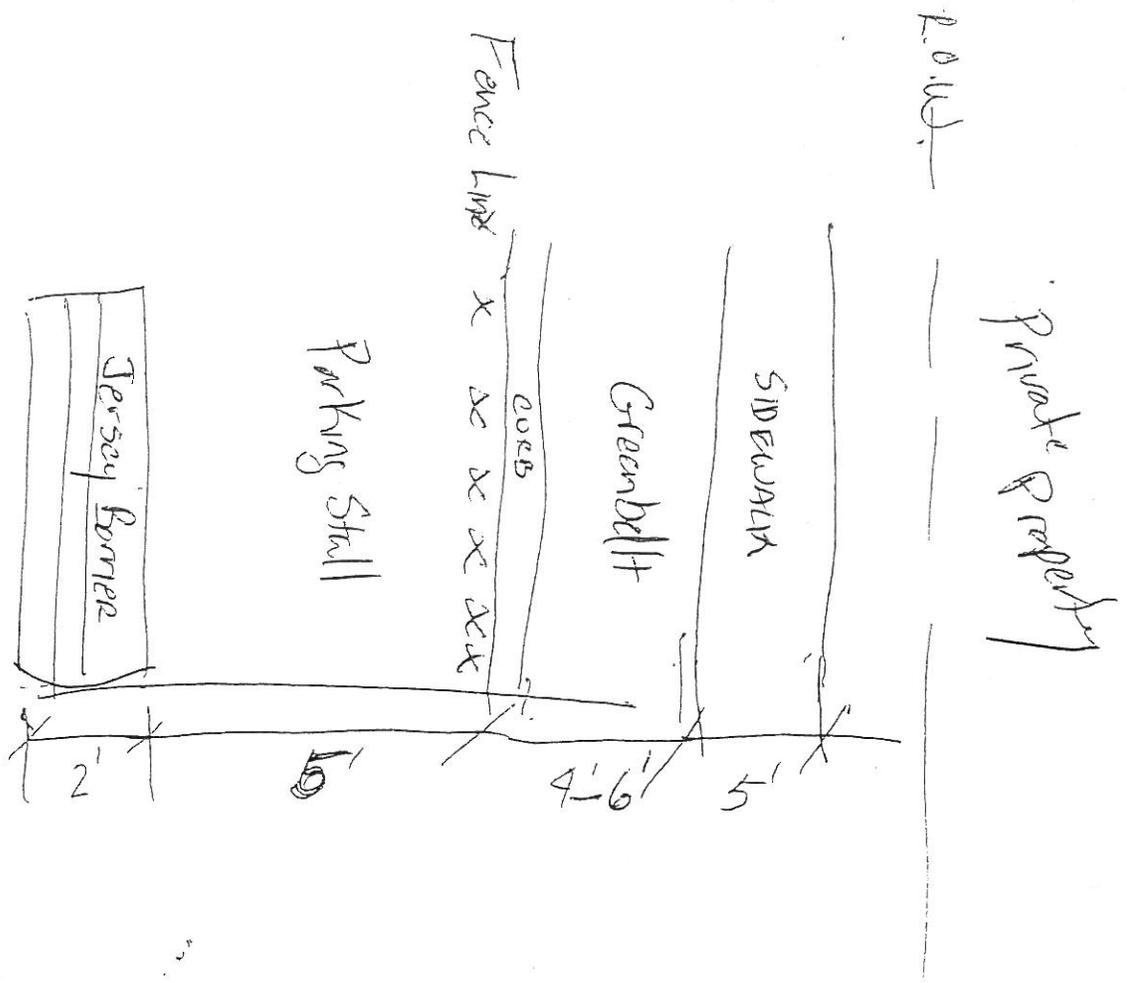
VT STATE PLANE GRID



LOT INFORMATION
 LOT SIZE: 0.72 AC.
 ZONING DISTRICT: RH
 EXISTING PERCENT OF LOT DEVELOPED
 PROPOSED PERCENT OF LOT DEVELOPED:

Commonwealth MASSACHUSETTS

EXHIBIT 18"



R.O.W. Occupation Detail

MANWFIELD

PROFESSIONAL BUILDINGS

[Signature]

[Signature] AS OWNER

EXHIBIT
C-2

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 29 35 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

The City of Burlington
149 Church Street
Burlington, Vermont 05401

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
2. This insurance does not apply to:
 - a. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- b. We may, without the insured's consent, continue litigation after a judgment has been rendered with respect to the insured's legal liability under this policy for damages in particular instance. In that event, no limitation of our liability will be valid where the matter of that litigation is concerned.
- c. Under Coverage Forms to which this endorsement applies any legal action against us to recover for loss under this policy must be brought within one year after amount of loss is finally established. The amount of loss can be established only by:
 - (1) Judicial judgment; or
 - (2) An agreement between the parties involved with our written consent.
- d. In the event of the insured's bankruptcy or insolvency, an injured person or claimant who has obtained a judgment against the insured may bring suit against us, provided:
 - (1) The judgment was for damages covered by this policy; and
 - (2) The suit is for damages in amounts no greater than the applicable Limits of Insurance of this policy.
- e. Payment by the insured of any judicial judgment or claim for any of our liability under this policy will not deprive the insured of the right to bring action against us.

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 5. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
 6. If notice is mailed, proof of mailing will be sufficient proof of notice.
2. Paragraph C. Concealment, Misrepresentation Or Fraud is replaced by the following:

C. Concealment, Misrepresentation Or Fraud

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact; or
 2. Fraud;
- committed by you at any time and relating to coverage under this policy.
3. The following paragraphs are added:

M. When We Do Not Renew

1. We may elect not to renew this policy by mailing, by certified mail, or delivering written notice of nonrenewal to the first Named Insured's last mailing address known to us. We will mail or deliver this notice at least 45 days before the:
 - a. Expiration of the policy; or
 - b. Anniversary date of this policy if this policy has been written for a term of more than one year.

2. This provision does not apply:
 - a. If we have indicated a willingness to renew;
 - b. In case of nonpayment of premium;
 - c. If you do not pay any advance premium required by us for renewal; or
 - d. If any property covered in this policy is insured under any other insurance policy.

N. Renewal

1. If we:
 - a. Elect to renew this policy; and
 - b. Have the necessary information to issue a renewal policy,we will confirm in writing at least 45 days before it expires our intention to renew this policy; and the premium at which this policy will be renewed.
2. If we do not comply with the provisions of Paragraph 1., you will have renewal coverage. The renewal coverage will be at the rates:
 - a. In effect under the expiring or expired policy; or
 - b. In effect on the expiration date, that have been approved by the Commissioner,whichever are lower.

This renewal coverage will be on a pro rata basis and will continue for 45 days after we confirm renewal coverage and premium. If you accept this renewal policy, this Paragraph 2. does not apply.

- C. The following paragraph is added to the Business-owners Coverage Form:

1. Statutory Liability

- a. in addition to paying and satisfying judicial judgments rendered against the insured in consequence of claims to which this policy applies, we will protect the insured against the levy of executions issued on such judgments or claims against the insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Section I – Property is amended as follows:

1. The following is added to Paragraph E.4. Legal Action Against Us Property Loss Condition:

However, your right to bring legal action against us is not conditioned upon your compliance with the provisions of the Appraisal Property Loss Condition, if any.

2. The following is added to Paragraph E.5. Loss Payment Property Loss Condition and replaces any provision to the contrary:

We will pay for covered loss or damage within 10 working days after we reach agreement with you on the amount of loss, provided all other terms of the Loss Payment Property Loss Condition are satisfied.

B. Section III – Common Policy Conditions is amended as follows:

1. Paragraph A. Cancellation is replaced by the following:

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation Of Policies In Effect For Less Than 60 Days.

If this policy has been in effect for less than 60 days and this policy is not a renewal of a policy we issued, we may cancel this policy by:

- a. Giving the first Named Insured at least 15 days' notice prior to the cancellation date for nonpayment of premium or substantial increase in hazard; or
- b. Mailing or delivering the first Named Insured at least 45 days' notice prior to the cancellation date for any other reason.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

3. Cancellation Of Policies In Effect For 60 Days Or More.

If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Fraud or material misrepresentation affecting this policy or in the presentation of claims under this policy;
- c. Violation of any provisions of this policy; or
- d. Substantial increase in hazard, provided we have secured approval for the cancellation from the commissioner of insurance.

If we cancel this policy for one of the reasons specified in Paragraph 3., we will cancel only in the following manner:

- a. By giving at least 15 days' notice before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. By mailing or delivering at least 45 days' notice before the effective date of cancellation if we cancel for any other reason.