

Parma Town Board meeting held on Tuesday, July 19, 2016 at the  
Parma Town Hall, 1300 Hilton Parma Corners Road, Hilton, New York

**ATTENDANCE**

Supervisor	Jim Smith
Councilperson	Gary Comardo
Councilperson	James Roose
Councilperson	Kyle Mullen
Councilperson	Daniel Barlow
Highway Supt.	Brian Speer
Town Clerk	Donna K. Curry
Building and Development Coordinator	Dennis Scibetta
Dir. of Parks and Recreation	Tom Venniro

**OTHERS IN ATTENDANCE**

Mike Weldon, and Joseph Silivestro.

**CALL TO ORDER**

Those present went out to look at the new truck which has been delivered for the Highway Department. Upon reentering the building, Supervisor Smith called the meeting to order at 6:45 p.m. and lead those present in the Pledge of Allegiance to the Flag, followed by a moment of silence. Emergency exit procedures were noted.

**MINUTES – JUNE 21, 2016**

**RESOLUTION NO. 196-2016** Motion by Councilperson Mullen, seconded by Councilperson Barlow, to accept the Minutes of the meeting held on June 21, 2016.

Motion carried: Aye 5 (Smith, Comardo, Roose, Mullen, Barlow) Nay 0

**TOWN CLERK REPORT**

The Town Clerk and VFW Monthly Summary reports for June were completed, filed and provided to the Town Board for review. The financials for June have been completed by the Finance Director and are on the Board desk for the Town Board to review and signoff on.

Earlier this year the Hilton Education Foundation auctioned off three Little Free Libraries. One was obtained by the Hilton Cares organization. They would like to place the Library at the Parma Town Hall. Their President, Stephanie Harney was unable to attend to night's meeting to make the request personally. The Town Clerk provided pictures, and suggested locations which would be in view of security cameras. Options for how to place were discussed with Mr. Scibetta and our Library was contacted for input as well. Vote will be taken later in the meeting.

It was also noted that E-Code 360 has been revamped and changes have been shared with the Town Board. This is the program that provides our Town Code on our website along with minutes, agenda and other publically accessible information which is available 24/7. Option for more public interaction will now be available.

### **HIGHWAY DEPARTMENT REPORT**

Supt. Speer reported the Town of Parma will receive \$49,823 in CHIPS and Pave New York funds this year. There was discussion on local bridges and possible funding through the Bridge New York program or TIPS.

Supt. Speer has contacted LaBella Associates regarding cleaning and removal of the above ground storage tank at the Highway Garage. He received two quotes from them - one for cleaning the tank and removing it and a second to just clean the tank and the Town would dispose of it. They will complete a full EPA level analysis should there be any contamination discovered it will be reported to the EPA. A separate quote would be needed if there were to be any soil or groundwater contamination remediation. Supt Speer did not feel this was going to be an issue. Previously, there had been an alternate to disposing of the tank that is no longer the case. It was felt another quote should be obtained.

Supt. Speer has signed up to be a member of the National Joint Powers Alliance (NJPA). This organization has an agreement which establishes the provisions to access contracts for goods and services from NJPA Awarded Vendors. Supt. Speer indicated NJPA does not have a requirement that there be a resolution to be a participating member. However, there is an agreement to be signed with the Alliance. The Town Board has done so for similar organizations (i.e. Houston Galveston) and for agreements entered into by the Town. Potential future purchases might be for a GPS Unit and Camera and could be used by other departments. It was felt the Board should review and consider authorizing for the next meeting.

Supt. Speer reported the department receives many calls about brush pick up and bring it to the Highway Garage. He state our chipper is old and needs to be replaced. There is a truck with a cab and dump box with a grapple attachment that he felt might be of use to the Town. A company would then come to chip the material and take it away. Currently, we take brush to the Clarkson dump site. He has looked into possible sites in Parma that might accommodate the volume of brush we have. We also have a company come with the grappling hook which loads a truck and fills another while the first truck is delivering to Clarkson site. He has also looked at a used same type of truck which belongs to the Town of Chili. They may be disposing of it and noted it would require about \$5,500 for transmission repair. Further discussion included what the current value of the Chili vehicle is, what Chili's timeframe is and that Chili should be contacted as to what direction they plan to go. A new chipper would cost between \$50,000 and \$55,000. There was no decision made, the Board was asked to think about how they might want to proceed and more information is still needed.

Supt. Speer reported they have made repairs to a short section of sidewalk on Country Meadow Way. There was discussion on maintaining sidewalks and that this has not been done in the past. The Town Board's position was that the property owner is responsible for maintaining their sidewalk. Discussion included future sidewalks may have to have sidewalk districts for maintenance and/or snowplowing; the homeowner would have to hire someone to do it or pay the Town to do repair; having it. Currently, we have an intermunicipal agreement with the Village for snowplowing in specific areas. It was suggested that research be done on what other communities are doing and give future consideration to this. He also reported a crew is still working on the bridge railing for Valley Park.

Further discussion and decision on the purchase of a loader will be scheduled for the August meeting. There is financing paperwork needed for the loader which should be available before a decision is made. Supervisor Smith reported First Niagara has also called regarding the lease paperwork which is needed for the new Mack truck which was purchased. This should have been done prior to delivery of the truck. Supt. Speer was requested to get together with the Finance Director so this can be completed.

Councilperson Mullen asked about the status of installation for the oil water separator. Supt. Speer responded that it has not – he has been busy.

### **BUILDING DEPARTMENT REPORT**

Mr. Scibetta reported that the third section of Country Village Estates is near completion. Road paving is expected to be completed the end of August and seeding is being done. Everything looks very good. Work has started in in the next sections of West Hill Estates and Section 7A of Wilder Estates. The All Seasons developer has had a change of heart as to pursuing a Planned Development-Senior Residential (PD-SR) overlay for a portion of this development and dropped the idea of having townhomes. Country Village Estates may be considering changing to some kind of townhome section. The new Ferranti subdivision on Ogden Parma TL Road is moving forward as seven of the nine lots have perked. There are still some issues with the Sandalwood subdivision will be further down the road.

Spill Kits have been received from Monroe County Soil and Water. They will be out for measurements that are needed. There was discussion on whether we receive notification after a spill incident has occurred and whether we report it of that organization. It was not clear whether entities such as the fire department do their own reporting when a spill occurs or that we should be informed so that we can report.

### **RECREATION DEPARTMENT REPORT**

Mr. Venniro asked if the Town Board needed him to reported that the Parks and Recreation Budget Report through the end of June will be available for your review at the August meeting. The appropriate transfers have been addressed in several lines where needed but all in all, the budget looks very good. Summer Camp is up and running and now in its fourth week of seven. Numbers are in line with last year with the exception that before and

after care numbers have grown. Additionally, revenue is up from 2015 due to registration cost increases in line with staff pay rate increases and other factors. Some minor issues have come about and been handled such is the case with a program of this size. The Summer Kick-Off event was held, Friday, June 24, at Parma Town Park. The event included Community Group Food Vendors, games, bounce houses, music, ice cream and a movie under the stars. We estimate that roughly 2,000 people attended throughout the evening and received great feedback from all involved. The Summer Send-Off will be held on Friday, August 26 at Parma Town Park and will include food trucks, games, bounce houses, live bands, fireworks and a movie under the stars. Work will begin on the Fall Program Brochure within the next few weeks. If there is anything to be included in this edition, please send to him by the second week in August.

Activities in the Park included the Greece Cobra's Tournament which was held on Friday, Saturday and Sunday, July 8, 9 & 10. The weather cooperated very well and the park was in prime shape despite the drought. The group did a great job organizing the tournament and we have heard rave reviews from all people I have heard from thus far. The group would like to secure the park for upcoming years as well. There have been two Baseball Tournaments to date on fields #2 and #7. The weather has cooperated and all has gone well. These have been a nice welcome addition our organized Park use over the past two years and interest in events like these is growing. Mr. Venniro also reported that Parks staff has either made repairs on many of the mowers or has had them worked on due to increased use and wear and tear.

The Town Hall parking lot will be sealed on Saturday, July 30<sup>th</sup> (north end) and Sunday July 31<sup>st</sup> (south end). Supt. Speer was asked to fix the longstanding hole in to the southwest corner at the front of the Town Hall prior to the sealing.

### **MISCELLANEOUS REPORTS**

Supervisor Smith report the new HVAC units are in and running. The goal will now be to update the thermostats which will be programmable and energy conservation from a Library computer. There may be issues with rewiring the building to accomplish this. Looking long term WiFi, electric and thermostat cabling might be able to be pulled all at the same time.

### **PUBLIC FORUM**

Supervisor Smith asked if there was any other citizen who would like to address the Town Board with any concerns. Court Officer Attendant Joseph Silivestro was present to answer any questions that might arise based on adding a new Court Officer Attendant. And it was noted the security window for the Court office is still under review by one of the Judges.

### **BUSINESS ITEMS**

#### **INTERNAL AUDIT JUSTICE COURT**

**RESOLUTION NO. 197-2016** Motion by Councilperson Mullen, seconded by Councilperson Barlow, acknowledging that an internal audit of the Parma Justice Court's finances was completed on June 29, 2016 by Hungerford and Vinton, LLC as required annually by the New York State Unified Court System.

Motion carried: Aye 5 (Smith, Comardo, Roose, Mullen, Barlow) Nay 0

**RETIREMENT REPORTING RESOLUTION**  
**ELECTED AND APPOINTED OFFICIALS STANDARD WORKDAY AND REPORTING**

**RESOLUTION NO. 198-2016** Motion by Councilperson Comardo, seconded by Councilperson Barlow,

BE IT RESOLVED, that the Town of Parma hereby establishes the following as standard work days for the following elected and appointed officials and will report the officials to the New York State and Local Retirement System based on the record of activities maintained and submitted by these officials to the clerk of this body:

Title	Name	Standard Work Day (Hrs/day)	Term Begins/Ends	Tier 1 Employee (Y/N)	Days/Month (based on Record of Activities)- maximum days reported is 20)	Not submitted (Check only if official did not submit their Record of Activities )
<b>Elected Officials</b>						
Supervisor	James Smith	7	01/01/2016-12/31/2017	N	8.76	
Councilperson	Gary Comardo	7	01/01/2016 -12/31/2019	N	1.64	
Highway Superintendent	Brian Speer	8	01/01/2016- 2/31/2017	N		X
Town Justice	Michael Sciortino	7	01/01/2016 -12/31/2019	N	7.18	
Town Justice	Richard Alexander	7	01/01/2016 -12/31/2019	N	6.83	
Town Clerk	Donna K. Curry	7	01/01/2015-12/31/2017	N	20.00	
<b>Appointed Officials</b>						
Conservation Board Member	Gregg Pacelli	7	01/01/2016-12/31/2016	N	1.67	
Dog Control Officer	Arthur Fritz	7	01/01/2016-12/31/2016	N	7.74	
Planning Board	Michael Ingham		02/04/2016-12/31/2018	N	.57	
Receiver of Taxes	Donna K. Curry	7	01/01/2016-12/31/2016 See Town Clerk appointment is renewed annually	N	NA	
Zoning Board of Appeals	Dean Snyder	7	01/01/2016-12/31/2016	N	1.50	X
Zoning Board of Appeals Secretary	Carrie Webster	7	01/01/2016-12/31/2016	N	1.30	
**the maximum number of days that can be reported to the New York State Retirement System is 20						

Motion carried: Aye 5 (Smith, Comardo, Roose, Mullen, Barlow) Nay 0

**APPOINTMENT COURT OFFICER ATTENDANT  
 PATRICK WALSH**

Court Officer Attendant Joseph Silivestro noted that the hiring of Patrick Walsh would not increase any Court expenditure but will allow for more flexible scheduling and time off coverage.

**RESOLUTION NO. 199-2016** Motion by Supervisor Smith, seconded by Councilperson Comardo, to appoint Patrick Walsh to the position of Court Officer Attendant effective July 16, 2016 with pay established as \$40/\$50 per occasion.

Motion carried: Aye 5 (Smith, Comardo, Roose, Mullen, Barlow) Nay 0

**HIGHWAY DEPARTMENT SUMMER HELP  
 REHIRE JEREMIAH CLIFFORD**

**RESOLUTION NO. 200-2016** Motion by Supervisor Smith, seconded by Councilperson Mullen, to acknowledge the rehiring of Jeremiah Clifford as of July 11, 2016 as a Highway Seasonal Laborer at the rate of \$11.00 per hour.

Motion carried: Aye 5 (Smith, Comardo, Roose, Mullen, Barlow) Nay 0

**ACCEPTANCE OF PROPOSED CLOSED DRAINAGE SYSTEM  
 NORTH AVENUE DRAINAGE PROJECT (367)**

**RESOLUTION NO. 201-2016** Motion by Councilperson Mullen, seconded by Supervisor Smith, be it

RESOLVED, that the Town Board hereby accepts for the Town of Parma to own and maintain the existing and proposed enclosed drainage system within the right-of-way in the vicinity of 367 North Avenue and along the southerly property line of 367 North Avenue and the northerly property line of 367 North Avenue in the Town of Parma,

Motion carried: Aye 5 (Smith, Comardo, Roose, Mullen, Barlow) Nay 0

**PREPAID CHECKS - JULY**

**RESOLUTION NO. 202-2016** Motion by Councilperson Roose, seconded by Councilperson Comardo, to approve the prepaid checks as presented.

PREPAID CHECKS						
JULY						
VENDOR CODE	ACCOUNT CODE	DATE	CASH CODE	CHECK NUMBER	AMOUNT	DESCRIPTION
GILLETTE SHOWS INC	AOO.570.7140.491.01	07/12/16	Z991.110	4734	3,600.00	SUMMER CAMP

Motion carried: Aye 5 (Smith, Comardo, Roose, Mullen, Barlow) Nay 0

**NORTHWEST MUSIC FEST SPECIAL EVENT PUBLIC ASSEMBLY PERMIT**

**RESOLUTION NO. 203-2016** Motion by Councilperson Barlow, seconded by Councilperson Comardo, to approve the application of Forks Park for a public assembly permit for the North West Music Fest on July 30, 2016 based on the application submitted and reviewed by the Parma Town Board and will be subject to final inspection by Code Enforcement who will then issue the permit.

Motion carried: Aye 5 (Smith, Comardo, Roose, Mullen, Barlow) Nay 0

**2016 PROPERTY MAINTENANCE RATES**

Rates were updated based on the information discussed during the last meeting and reflect the current standardized rates for equipment and benefited rates for job positions.

**RESOLUTION NO. 204-2016** Motion by Supervisor Smith, seconded by Councilperson Comardo, to approve the following property maintenance rates for 2016

\$26.27	Hour	Zoning Enforcement
\$41.13	Hour	Park & Maintenance Foreman
\$44.08	Hour	SR MEO
\$30.21	Hour	Park & Maintenance Assistant Foreman
\$21.96	Hour	Laborer
\$9.75	Hour	Seasonal Laborer
\$12.99	Hour	Pick-Up Truck
\$12.00	Hour	Flat Bed Trailer
\$24.00	Hour	60" Exmark
\$28.00	Hour	72" Exmark
\$21.96	Hour	JD2520 4 x 4 Tractor
\$13.00	Hour	Brush Hog
\$6.00	Hour	Push Mower
\$6.00	Hour	Weed Eater

\$3.15	Gallon	Gasoline
		Total Before Administrative Charge
20%		Administrative Charge
		Total

Motion carried: Aye 5 (Smith, Comardo, Roose, Mullen, Barlow) Nay 0

**PREP BASEBALL REPORT NEW YORK TOURNAMENT  
FIELD USE AGREEMENT**

Mr. Venniro stated that he has asked the group to keep the rented parking lots open and did not feel that there would be conflicts.

**RESOLUTION NO. 205-2016** Motion by Councilperson Roose and seconded by Councilperson Mullen, to authorize the Supervisor to enter into an Agreement for Field Use with Prep Baseball Report New York, LLC for their baseball tournament to be held July 22–24, 2016 at the Town Hall Park.

Motion carried: Aye 5 (Smith, Comardo, Roose, Mullen, Barlow) Nay 0

*See Schedule A for copy of agreement*

**AGREEMENT FOR USE OF FOOTBALL FIELDS - HILTON RAIDERS YOUTH  
FOOTBALL AND CHEERLEADING ORGANIZATION**

Mr. Venniro reported the Hilton Raiders have satisfied their previous years billings; the agreement has been updated to reflect restrictions which have been made on use and the organization has seen and is aware of the term. It was suggest that the Town be proactive by having a walk through with all the coaches so they have received firsthand information on field use and we can answer any questions that arise.

**RESOLUTION NO. 206-2016** Motion by Councilperson Comardo and seconded by Councilperson Barlow, to authorize the Supervisor to enter into an Agreement for Use of Football Fields for the Hilton Raiders Youth Football and Cheerleading Organization for 2016.

Motion carried: Aye 5 (Smith, Comardo, Roose, Mullen, Barlow) Nay 0

*See Schedule B for copy of agreement*

**BUDGET TRANSFERS**

**RESOLUTION NO. 207-2016** Motion by Councilperson Mullen and seconded by Councilperson Barlow, to approve the budget transfers as presented.

BUDGET TRANSFERS			Jul-16			
ACCT #	FROM DESCRIPTION	AMT.	ACCT #	TO DESCRIPTION	AMT.	REQUESTED
AOO.570.720.480.00	MISC EXPENSES	500.00	AOO.570.7020.430.00	EDUCATIONAL/PROF	350.00	VENNIRO
AOO.570.7310.489.32	FOOTBALL CAMP EXP	1,500.00	AOO.570.7315.490.03	BASEBALL TEAM EXP	2,456.00	VENNIRO
AOO.570.7310.493.32	SOFTBALL CAMP EXP	\$800.00	AOO.570.7315.491.03	SOFTBALL TEAM	\$1,891.00	VENNIRO
AOO.570.7310.495.42	THEATER EXPENSE	\$2,953.89	AOO.570.7315.492.03	TBALL TEAM	\$325.00	VENNIRO
AOO.570.7989.460.06	CONTRACTED SERVICES	\$605.11	AOO.570.7610.480.04	MISC EXPENSE	\$520.00	VENNIRO
AOO.570.7989.480.06	MISC EXPENSES	\$100.00	AOO.570.7620.496.05	T SHIRTS	\$917.00	VENNIRO
AOO.511.1110.410.00	OFFICE SUPPLIES	\$300.00	AOO.511.110.460.00	CONTRACTED SERVICES	\$600.00	PINZON
AOO.511.110.430.00	EDUCATIONAL/ PROF	\$300.00				
AOO.514.1330.410.00	OFFICE SUPPLIES	\$300.00	AOO.514.1410.410.00	OFFICE SUPPLIES	\$300.00	CURRY
BOO.530.3410.430.00	EDUCATIONAL/ PROF	\$500.00	BOO.530.3620.490.00	LEGAL NOTICE	\$500.00	SCIBETTA
		\$7,859.00			\$7,859.00	

Motion carried: Aye 5 (Smith, Comardo, Roose, Mullen, Barlow) Nay 0

### **INFORMATIONAL ITEMS**

Supervisor Smith noted he had received information on the Flood Smart program from Mr. Scibetta. They would like to present tot the Town Board on the status of their work. This will be addressed at a future meeting with and update this fall as the grant runs out sometime in September or October. The draft report is due next Thursday.

### **NORTH PARMA STATION REZONING**

Mr. Scibetta updated the Board on the status of the North Parma Station Project. The developer met with the Planning Board again last night and has been in contact with the Village of Hilton regarding the sewers and general discussion on the impact to the Village. The developer has met with the Planning Board for preliminary discussions on the project. There was a discussion on whether the parcels have actually been merged into one. There is not a resolution in the Planning Board minutes stating this was done. The developer would like to move forward with applying for rezoning. It was suggested that the minutes be amended to reflect it was merged if that really was what happened, or pass a resolution at their next meeting that it is merged or have the application for rezoning be submitted as four separate requests. There are issues with all three scenarios. Mr. Scibetta indicated they are not close to having all the issues worked out and it will be one parcel when they apply for the Planned Development – Senior Residential overlay. The Planning Board will be making a recommendation to the Town Board before any action is taken.

### **HIGHWAY PERSONNEL POSITIONS**

Supt. Speer would like to make Al Leone the Road Foreman and Jim Christ the Deputy Highway Superintendent whose responsibilities will only be to sign legal documents if the Highway Superintendent is incapacitated. Supervisor Smith noted that we do not currently have the title Road Foreman on our books and he will have to speak with Mary Gavigan about applying to Civil Service for this. Councilperson Mullen noted that in order to add the two most recent titles for the Building Department to our list of Civil Service positions a Town Board resolution for a 222 action was needed. This would have to be done in order

to add the Road Foreman title to the Town's list of Civil Service positions. The Board was asked to take this under consideration for a future meeting.

### **INSTALLATION OF OIL WATER SEPARATOR**

Supervisor Smith indicated the prior request was being made to make the department more efficient and would like to see the installation of the oil water separator be completed. Councilperson Mullen wanted to see the oil water separator installation completed by the 15<sup>th</sup> of next month and made a motion authorizing the Supervisor to put out for bid or quotes for the work to be done outside of the department if the job has not been completed by the 15<sup>th</sup> of August. There was a short discussion on whether it could be paid out of A or B Funds and it was decided funding would have to come from A. The drop dead date for installation is the end of the month and the Board cannot wait any longer for Supt. Speer to complete the job. It was also noted that there are other items on the EPA's list that must be addressed now. These items cannot continue to be put off. Later in the meeting, Supervisor Smith noted the EPA report has been received and is available. The clock is ticking, there are some items that need to be done immediately, and he will be making a breakdown for what has to be done by whom and give to the appropriate parties for completion.

**RESOLUTION NO. 208-2016** Motion by Councilperson Mullen and seconded by Councilperson Comardo, to authorize the Supervisor to gather information, request proposals for the installation of the oil water separator at the Town Highway garage as required by the EPA; and to obtain quotes or bids depending on the cost to install the oil water separator if the installation has not been completed by August 15, 2016.

Motion carried: Aye 5 (Smith, Comardo, Roose, Mullen, Barlow) Nay 0

### **MISCELLANEOUS**

#### **MANDATORY TRAINING FOR BOARDS**

Supervisor Smith noted the State requires the Planning and Zoning Boards to complete annual training credits and we need to do a better job of documenting completion of that training. He asked that follow up be made with members to complete this requirement and provide proof of completion with the Town Clerk. Currently the Board of Assessment Review and the Judges provide their information. Mr. Scibetta noted there is an upcoming training session that some are signing up to attend.

Councilperson Mullen inquired if someone attended the DEC Coastal Erosion Program training would we get bonus points towards the scoring for the National Flood Insurance Program Community Rating Service. Mr. Scibetta did not think it would as we already have training listed. Participation in the Flood Smart Program has counted towards this. The class would be beneficial overall for someone to attend but it will not apply towards the Community Rating points.

### **LIAISON REPORTS**

\*\*Councilperson Barlow reported the Conservation Board did not meet due to lack of a quorum. There were no specific projects they were working on. There was a presentation to the Planning Board on the proposed North Parma Station development.

\*\*Councilperson Comardo reported the Recreation and Parks Commission met at the museum for their last meeting. The Hojack Trail Feasibility Study has been completed and emailed to the committee. Mr. Copey will be collecting comments from those in the group and then they will meet to discuss. Sources of possible funding were noted but there was nothing specific in how it would be paid for. Rails for Trails is one of the possible funding sources.

HPDICE did not meet in July and will not meet in August. They will however be doing teleconferencing in preparation for the November Youth Alcohol Underage Drinking presentation. The date has been moved to November 2, 2016 and they are receiving good support from Monroe County and the School District.

\*\*Councilperson Roose reported the Special Police Committee cancelled their scheduled meeting for last night but will meet in August. The window for providing service for this year's Apple Fest will not be met. This will not help until next year. They first need to get people in place to train which will not start until the first of the year. The question was raised on whether there was any news on if the State would change the requirements and it was suggested that the Association of Towns be reached out to, to see if there are other Towns with this issue. It was suggested that Mike Green, the former District Attorney for Monroe County, might be a potential resource. He currently works for the Department of Justice and it is their requirements that have to be met for the Special Police.

\*\*Councilperson Mullen reported the Zoning Board will be meeting this week. The State Office of Planning and Development has a new Interactive Mapping Gateway. There are good graphic overlays and floodplain information. He recommended taking the time to look at it.

## **WARRANT**

**RESOLUTION NO. 209-2016** Motion by Councilperson Barlow, seconded by Councilperson Comardo, to approve payment of AOO General Fund bills, in the amount of \$79,871.12.

Motion carried: Aye 5 (Smith, Comardo, Roose, Mullen, Barlow) Nay 0

**RESOLUTION NO. 210-2016** Motion by Councilperson Comardo, seconded by Councilperson Roose, to approve payment of BOO Part Town Fund bills, in the amount of \$5,566.23.

Motion carried: Aye 5 (Smith, Comardo, Roose, Mullen, Barlow) Nay 0

**RESOLUTION NO. 211-2016** Motion by Councilperson Roose, seconded by Councilperson Mullen, to approve payment of DAO Highway, Townwide Fund bills, in the amount of \$386.18.

Motion carried: Aye 5 (Smith, Comardo, Roose, Mullen, Barlow) Nay 0

**RESOLUTION NO. 212-2016** Motion by Councilperson Mullen, seconded by Councilperson Barlow, to approve payment of DBO Highway, Part Town Fund bills, in the amount of \$12,039.87.

Motion carried: Aye 5 (Smith, Comardo, Roose, Mullen, Barlow) Nay 0

**RESOLUTION NO. 213-2016** Motion by Councilperson Barlow, seconded by Councilperson Comardo, to approve payment of SDO Townwide Drainage Fund bills, in the amount of \$1,674.49.

Motion carried: Aye 5 (Smith, Comardo, Roose, Mullen, Barlow) Nay 0

**RESOLUTION NO. 214-2016** Motion by Councilperson Comardo, seconded by Councilperson Roose, to approve payment of TAO Trust & Agency Fund bills, in the amount of \$611.47.

Motion carried: Aye 5 (Smith, Comardo, Roose, Mullen, Barlow) Nay 0

The total to be paid is \$100,149.36

#### **LITTLE FREE LIBRARY**

**RESOLUTION NO. 215-2016** Motion by Councilperson Roose and seconded by Councilperson Mullen, to authorize placement of the Little Free Library at the Parma Town Hall. The Little Library will be maintained by the Hilton Cares organization and the final spot will be chosen after input from the Hilton Cares organization.

Motion carried: Aye 5 (Smith, Comardo, Roose, Mullen, Barlow) Nay 0

There was no further business before the Town Board. Councilperson Comardo made a motion to adjourn the meeting at 9:00 p.m., seconded by Supervisor Smith and all were in favor.

Respectfully submitted,

Donna K. Curry  
Parma Town Clerk

#### **Schedule A**

## **AGREEMENT FOR USE OF FIELDS FOR PREP BASEBALL REPORT NEW YORK LLC.**

This agreement, entered into on July 19, 2016 by and between the TOWN OF PARMA, 1300 Hilton Parma Road, Hilton, New York, hereinafter referred to as the “TOWN” and the Prep Baseball Report New York LLC., hereinafter referred to as the “Prep Baseball Report New York LLC.”:

WHEREAS, the TOWN and the Prep Baseball Report New York LLC. desire to promote the positive emotional and physical development and enrichment of Youth Baseball in the Parma community by supporting and providing quality facilities for baseball within the Town of Parma;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

- 1 The term of this agreement shall commence July 19, 2016 and terminate on December 31, 2016.
1. The TOWN hereby permits the use of select fields (Field #2 & #7) at the Parma Town Park by the Prep Baseball Report New York LLC. during the PBR NY Rochester Showcase Elite Tournament on the specified dates of July 22, 23 & 24 (and potential rain dates as approved by the Director of Parks and Recreation) . The Prep Baseball Report New York LLC. may have to provide the personnel and supplies to line specific fields if they are not able to be lined for Hilton-Parma Recreation Baseball and Softball after the Friday morning of the Tournament. The Prep Baseball Report New York LLC. will be responsible for traffic management during games. The nearby Town Park football field is subject to the following terms:
  - a. The Football Field will only be used for specified Scheduled Events scheduled and/or sponsored by the TOWN throughout the year. The Football Field will not be used for any unscheduled events, practices and/or leisurely activities. This event is not considered an official Football Field Scheduled Event.
  - b. It is the responsibility of the Prep Baseball Report New York LLC. to monitor this to make sure the football field is not used for warm up or other non-scheduled events. Any unscheduled use will be considered trespassing

and unauthorized users should be asked to remove themselves from the Football Field immediately.

- c. Teams must notify and encourage participants to follow the following hygiene practices after using the Football Field: (1) brushing off soil from shoes and clothing prior to leaving the Football Field; (2) immediately following the activity, washing hands, face, and any skin they may have come into contact with the soil; and (3) laundering clothing worn during Football Field activities prior to its subsequent use.
- 2 The TOWN shall determine the suitability of the fields for seasonal use with a target date of the TOWN preparing the fields. If weather and or field conditions result in a modification to such dates, the TOWN shall notify the Prep Baseball Report New York LLC. as soon as possible in writing via e-mail. If the TOWN determines that any field(s) is (are) unsuitable for play for the games or practices, the TOWN shall notify the Prep Baseball Report New York LLC. as soon as possible via e-mail.
  - 3 The TOWN shall be responsible for and assume the costs for routine maintenance of the fields, including but not limited to mowing the grass on all fields, routine fertilization, watering, over-seeding, and other field work as needed to make the fields ready for play.
  - 4 The Prep Baseball Report New York LLC. shall pay to the TOWN \$250.00 per specified date (three dates) for a grand total of \$750.00 as a contribution toward routine field maintenance in addition to open Pavilion reservations, to be paid by July 21 of 2016. Representatives from the Prep Baseball Report New York LLC. and from the TOWN shall jointly inspect the fields before and after the games for wear and tear or damage, and the Prep Baseball Report New York LLC. shall pay the TOWN for repair of such extraordinary wear and tear or damage. The amount to be paid shall be approved by both the TOWN and the Prep Baseball Report New York LLC.; if the parties cannot agree on the amount to be paid, and then it shall be determined by a neutral third party mediator.

- a The Prep Baseball Report New York LLC. is required to rent the Park Pavilions as stated above in order to insure sufficient parking and avoid conflicts with other parties.
- 5 The Prep Baseball Report New York LLC. shall assist with litter pickup of the area during and after the tournament. Prep Baseball Report New York LLC. will provide their own trash removal or pay a \$100 fee to cover the cost of additional trash hauling.
- 6 The Prep Baseball Report New York LLC. agrees to reimburse the TOWN for the cost of any park septic system pumping needed during the tournament, and the TOWN shall submit to the Prep Baseball Report New York LLC. an invoice for said pumping. The Town may have septic tanks pumped in advance of the tournament and based on levels have them pumped shortly after the tournament. Based on the past, the septic pumping could cost anywhere between \$400-\$1,500 but may not be necessary.
- 7 The Prep Baseball Report New York LLC. shall submit written requests for use of TOWN equipment or other services for the tournament at least 60 days prior to the date of said tournament, and the Prep Baseball Report New York LLC. shall ensure that all necessary forms or paperwork is completed, signed, and filed with the TOWN prior to the commencement of said tournament.
- 8 The Prep Baseball Report New York LLC. shall submit any proposals for field improvements to the TOWN by October 1<sup>st</sup> of each year, which will address safety issues, short and long term needs, priorities and necessary resources to be provided by the TOWN and/or Prep Baseball Report New York LLC. These projects are to be submitted to the Town Board and are subject to review and approval by the Town Supervisor, Director of Recreation and Parks, and Town Board; and they are to be within the funding level as approved by the Town Board. The Prep Baseball Report New York LLC. shall assist in funding within its means at a dollar amount that is mutually agreed upon in writing by both the TOWN and Prep Baseball Report New York LLC..

2. The Prep Baseball Report New York LLC. shall agree to carry at all times liability insurance, as outlined on attached exhibit #1, naming the TOWN as an additional insured and applying to all uses of the park areas used by Prep Baseball Report New York LLC. under this agreement, in an amount at least equal to the town's minimum standards of insurance for each occurrence of bodily injury and property damage. The TOWN shall notify Prep Baseball Report New York LLC. in writing what such standards are, and Prep Baseball Report New York LLC. shall file a copy of their insurance certificate with the TOWN each year, as soon as it becomes available and no later than 30 days prior to the event. Requirements are as follows, the certificate must:

- Indicate the date of the event or a date range which includes the date of the event.
- Indicate a General Liability amount of \$1,000,000 for each occurrence.
- Certificate Holder must state Town of Parma.
- Town of Parma must be listed as additionally insured or indicate that the certificate holder is additionally insured.
- If Prep Baseball Report New York LLC. should decide to invite and host any vendors other than themselves in name to participate at the event, Prep Baseball Report New York LLC. is responsible for obtaining liability insurance from said vendor with the same specifications above or Prep Baseball Report New York LLC. will be held liable for said vendor.

9 On site food preparation during the Prep Baseball Report New York LLC. Tournament. If Prep Baseball Report New York LLC. sells food to be cooked on site they will need an individual with a County Level 2 Food Worker certificate. A copy of this certificate should be presented to the Town Clerk prior to the Tournament. If Prep Baseball Report New York LLC. intends to have a contract vendor provide prepared foods, this vendor should provide the Town Clerk with proof of insurance and a copy of a Level 2 Food Worker certificate and insurance that lists the Town of Parma as additionally insured. It is the Prep Baseball Report

New York LLC.'s responsibility that all vendors they may bring on site are properly insured and will agree to hold the Town harmless.

**Special Events-** events on Town property where food will be provided or sold

The following paperwork is requested to be on file 30 days before the event:

- a. **Temporary food vendor Permit**-issued by the Monroe County Dept. of Public Health
  - b. A **Level 2 Food Worker** is being provided. A copy of this individual's certificate and a statement signed by this person that they will be present during all operating times for food concessions.
- 10 The Prep Baseball Report New York LLC. agrees to abide by all regulations set forth in the Town Park ordinances and any other reasonable rules or regulations which the TOWN may prescribe from time to time. The Prep Baseball Report New York LLC. shall provide written reports of all incidents and/or accidents associated with the fields to the Parks and Recreation Director within 48 hours of such incidents and/or accidents.
- 11 To the fullest extent permitted by law, the Prep Baseball Report New York LLC. and any contract vendors Prep Baseball Report New York LLC. uses shall indemnify and hold harmless, and defend the TOWN and its agents, employees, volunteers, and elected officials from and against all claims, or actions based upon property damage, personal injury resulting from any acts, omissions, or any other matter whatsoever of the Prep Baseball Report New York LLC., its members, guests, and invitees, and anyone directly or indirectly employed by the Prep Baseball Report New York LLC. while on the premises of the Parma Town Park. This agreement shall include indemnity to the TOWN for all costs, counsel fees, expenses, or any other liability whatsoever, which may be incurred by the TOWN as the result of the use of the Parma Town Park.

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James M. Smith  
Parma Town Supervisor

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Date

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Charlie Karstedt  
Prep Baseball Report New York LLC.

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Date

Exhibit #1

The tenant shall purchase and maintain insurance of the following types of coverage and limits of liability:

1. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
  - a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project and location.
  - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 10/01 or 12/04 a substitute form that provides equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury. And liability assumed under an insured contract. There shall be no exclusions to Contractual Liability for Employee Injuries (i.e. Labor Law Exclusions).
  - c) Owner and all other parties required of the Contractor, shall be included as additional insured on the CGL, using ISO Additional Insured Endorsement CG20 10 11/85 or both CG 10 10/01 and CG 20 37 10/01.
    - This insurance for the additional insured shall be as broad as the coverage provided for the named insured subcontractor. Coverage for the additional insured's shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations. If additional insured coverage cannot be provided by endorsement an "Owners & Contractors' Protective" policy will be required for the same liability limits noted above in the name of the "Contractor" and "Owner".
  - d) There shall be no endorsement or modification of the subcontractors CGL policy arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.

- e) Subcontractor shall maintain CGL coverage for itself and all additional insured's for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.

2. Automobile Liability

- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
- b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c) Contractor, Owner and all other parties required of the Contractor, shall be included as insureds on the auto policy.

3. Commercial Umbrella

- a) Umbrella limits must be at least \$3,000,000.
- b) Umbrella coverage must include as insured all entities that are additional insured's on the CGL.
- c) Umbrella coverage for such additional insured's shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Subcontractor.

4. Workers Compensation and Employers Liability – If Applicable

- a) State statutory limits may differ and should never be less than:
  - Employer liability insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.

*Coverage may be purchased in the form of a Special Events policy specifically designed to provided insurance for the day(s) of the event.*

**Schedule B**

**AGREEMENT FOR USE OF FOOTBALL FIELDS**

This agreement, entered into on July 19, 2016 by and between the TOWN OF PARMA, 1300 Hilton Parma Road, Hilton, New York, hereinafter referred to as the "TOWN" and the HILTON RAIDERS YOUTH FOOTBALL AND CHEERLEADING ORGANIZATION, hereinafter referred to as the "HILTON RAIDERS":

WHEREAS, the TOWN and the HILTON RAIDERS desire to promote the positive emotional and physical development and enrichment of the youth of the Parma community by supporting and providing quality facilities for football and cheerleading within the Town of Parma;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. The term of this agreement shall be for one year commencing on May 17, 2016 and terminating on December 31, 2016.
2. The TOWN hereby permits the use of all football fields at the Parma Town Park by the HILTON RAIDERS during the HILTON RAIDER'S outdoor practice and playing season, which shall include all practices, a home scrimmage (also including soccer fields east of concession stand), a preseason game and all home games. The main lighted football field is to only be used as a game day field. Regular practices must take place on the multi-purpose field and the HILTON RAIDERS will need to make the appropriate arrangements such as field lines so this field will meet their practice needs. While the TOWN reserves the right to use the fields or permit their use by others, the Parma Recreation Department shall be given first priority scheduling and the HILTON RAIDERS shall be given second priority scheduling of the football fields for the outdoor practice and playing season. The fields shall be promptly repaired by the TOWN if such use by others results in damage interfering with use by the HILTON RAIDERS. If the goals, scoreboard or flag pole are damaged as a result of such use by others, the TOWN shall be responsible for repairing or replacing them. The use of the football field is subject to the following terms:
  - a. The Football Field will only be used for specified Scheduled Events scheduled and/or sponsored by the TOWN throughout the year. The Football Field will not be used for any unscheduled events, practices and/or

leisurely activities. Only tournament games previously scheduled (schedule to be provided to the TOWN) are considered official Football Field Scheduled Events.

- b. It is the responsibility of the HILTON RAIDERS to monitor this to make sure the football field is not used for warm up or other non-scheduled events. Any unscheduled use will be considered trespassing and unauthorized users should be asked to remove themselves from the Football Field immediately.
  - c. Teams must notify and encourage participants to follow the following hygiene practices after using the Football Field: (1) brushing off soil from shoes and clothing prior to leaving the Football Field; (2) immediately following the activity, washing hands, face, and any skin they may have come into contact with the soil; and (3) laundering clothing worn during Football Field activities prior to its subsequent use.
3. The HILTON RAIDERS must understand that this agreement does not guarantee that fields will be available for league play in 2017 due to on going litigation.
  4. The TOWN shall determine the suitability of the fields for seasonal use with a target date of the TOWN installing the goal posts and the HILTON RAIDERS striping the fields beginning July 18 and the HILTON RAIDERS having access to use the fields for practice by July 25. If weather and/or field conditions result in a modification to such dates, the TOWN shall notify the HILTON RAIDERS as soon as possible in writing via e-mail. If the TOWN determines that any field(s) is (are) unsuitable for play during the playing season, the TOWN shall notify the HILTON RAIDERS as soon as possible in writing via e-mail no less than three days in advance of any games scheduled on such field(s). The HILTON RAIDERS will avoid practicing on the main field to protect it from over use.
  5. Prior to the commencement of each season of play, the HILTON RAIDERS shall provide to the TOWN a list of teams fielded and a league game field schedule, specifying dates, days, times, and field assignments. The HILTON RAIDERS shall immediately notify the TOWN in writing of any routine increases or decreases

during the playing season in the number of teams that will be fielded. A game schedule for the scrimmage shall also be provided prior to the commencement of any such scrimmage, with the TOWN recognizing that such schedule may not be finalized until the commencement of such scrimmage due to participating teams' scheduling needs and requests.

6. The HILTON RAIDERS shall buy paint for and arrange to have all field striping done for league games, scrimmages and preseason games. The Park Supervisor shall notify the HILTON RAIDERS via e-mail when the fields will be mowed to facilitate striping.
7. The TOWN shall be responsible for and assume the costs for routine maintenance of the football fields, including but not limited to mowing the grass on all fields, routine fertilization, watering, over-seeding, and other field work as needed to make the fields ready for play. The HILTON RAIDERS shall pay to the TOWN \$ 2,000 as a contribution toward routine field maintenance, to be paid by June 15 of each year. The TOWN shall submit to the HILTON RAIDER'S an invoice for such payment due. Representatives from the HILTON RAIDERS and from the TOWN shall jointly inspect the fields before and after the playing season as well as before and after any scrimmage or special event hosted by the HILTON RAIDERS to determine if field use during such playing season and football scrimmages resulted in extraordinary wear and tear or damage, and the HILTON RAIDERS shall pay the TOWN for repair of such extraordinary wear and tear or damage. The amount to be paid shall be approved by both the TOWN and the HILTON RAIDERS; if the parties cannot agree on the amount to be paid, it shall be determined by a neutral third party mediator.
8. The TOWN added lights to the eastern end of the Park including the Football field. There is a cost related to the operation and maintenance of these lights. The HILTON RAIDERS will work with the Parks department to set up a schedule as to when the lights will be powered up and used. There will be a use fee for using these lights of \$ 75.00 per evening. This will be the maximum light use fee. This may be adjusted downward as more information on the Town's cost becomes

available. An invoice will be submitted to the HILTON RAIDERS at the end of the season.

9. The HILTON RAIDERS shall be provided a schedule of when the park gate at the Parma Center Road entrance will be opened during weekends. The HILTON RAIDERS shall be allowed to add a combination lock to the gate and shall be provided with a key to the TOWN'S padlock to allow access to the soccer fields via said gate for practices and/or tournaments during weekend mornings prior to normal park operating hours at a specified time mutually agreed upon by the Park Supervisor and the RAIDERS.
10. The RAIDERS shall assist with litter pickup of the area after games and practices.
11. The TOWN shall remove the yellow goal posts at the conclusion of the Hilton Raiders season. The goal posts shall be stored neatly in the west-side storage area of the concessions building. If any goal parts are damaged, the TOWN shall be responsible for repairing or replacing them.
12. The HILTON RAIDERS shall submit written requests to the TOWN to expand program offerings such as an additional home game. The HILTON RAIDERS agrees to reimburse the TOWN for the cost of any park septic system pumping needed during such tournament, and the TOWN shall submit to the HILTON RAIDERS an invoice for said pumping. The HILTON RAIDERS shall submit written requests for use of TOWN equipment or pavilions during such tournament at least 60 days prior to the date of said tournament, and the HILTON RAIDERS shall ensure that all necessary forms or paperwork is completed, signed, and filed with the TOWN prior to the commencement of said tournament.
13. The HILTON RAIDERS shall have exclusive use of the west-side storage area of the sports building for storage of its equipment and shall share use of the south-side concessions area with the Hilton Heat soccer organization. The HILTON RAIDERS shall store its equipment in the building neatly and in accordance with all TOWN codes. The TOWN shall be responsible for all routine structural maintenance and repair of the building. Representatives from the HILTON RAIDERS and the TOWN shall jointly inspect the concessions building before and

after the playing season to determine whether the building sustained any damage, excepting reasonable wear and tear, during such playing season. The HILTON RAIDERS shall reimburse the TOWN for the cost of any such damage. The amount to be paid shall be approved by both the TOWN and the HILTON RAIDERS, and the TOWN shall submit to the HILTON RAIDERS an invoice for said payment due. If the parties cannot agree on the amount to be paid, then the amount shall be determined by a neutral third party mediator.

14. The HILTON RAIDERS shall agree to carry at all times liability insurance, as outlined on attached exhibit #1, naming the TOWN as an additional insured and applying to all uses of the sports fields by the HILTON RAIDERS under this agreement, in an amount at least equal to the town's minimum standards of insurance for each occurrence of bodily injury and property damage. The TOWN shall notify the HILTON RAIDERS in writing what such standards are, and the HILTON RAIDERS shall file a copy of its insurance certificate with the TOWN each year, as soon as it becomes available from the AYFCL (American Youth Football and Cheerleading League). Requirements are as follows, the certificate must:

- Indicate the date of the event or a date range which includes the date of the event.
- Indicate a General Liability amount of \$1,000,000 for each occurrence.
- Certificate Holder must state Town of Parma.
- Town of Parma must be listed as additionally insured or indicate that the certificate holder is additionally insured.

15. On site food preparation by the HILTON RAIDERS during games, practices, and tournaments. If the HILTON RAIDERS sell food items that will be cooked on site they will need an individual with a County Level 1 Food Handler's certificate. A copy of this certificate shall be presented to the Town Clerk prior to any such events. If the HILTON RAIDERS intend to have a contract vendor provide prepared foods, this vendor shall provide the Town Clerk with proof of insurance that lists the Town of Parma as additionally insured and a copy of a County Level 1

Food Handler's certificate. It is the responsibility of the HILTON RAIDERS to make sure that all vendors they bring on site are properly insured and will agree to hold the Town Harmless.

16. The HILTON RAIDERS shall submit any proposals for field or concessions building improvements to the TOWN by February 1<sup>st</sup> of each year, which will address safety issues, short and long term needs, priorities and necessary resources to be provided by the TOWN and/or HILTON RAIDERS. These projects are to be submitted to the Town Board and are subject to review and approval by the Town Supervisor, Park Supervisor, and Town Board; and they are to be within the funding level as approved by the Town Board. The HILTON RAIDERS shall assist in funding within its means at a dollar amount that is mutually agreed upon in writing by both the TOWN and RAIDERS.
17. The HILTON RAIDERS agree to abide by all regulations set forth in the Town Park ordinances and any other reasonable rules or regulations which the TOWN may prescribe from time to time. The HILTON RAIDERS shall provide written reports of all incidents and/or accidents associated with the football fields to the Town Supervisor within 48 hours of such incidents and/or accidents. Prior to the commencement of the season, the HILTON RAIDERS shall submit to the TOWN a safety plan for any emergencies and written guidelines for appropriate codes of conduct exhibited by any participant, guest, agent, employee, or invitee of the HILTON RAIDERS while on Town Park property.
18. To the fullest extent permitted by law, the HILTON RAIDERS shall indemnify and hold harmless, and defend the TOWN and its agents, employees, volunteers, and elected officials from and against all claims, or actions based upon property damage, personal injury resulting from any acts, omissions, or any other matter whatsoever of the HILTON RAIDERS, its members, guests, and invitees, and anyone directly or indirectly employed by the HILTON RAIDERS while on the premises of the Parma Town Park. This agreement shall include indemnity to the TOWN for all costs, counsel fees, expenses, or any other liability whatsoever,

which may be incurred by the TOWN as the result of the HILTON RAIDERS use of the Parma Town Park.

\_\_\_\_\_  
James Smith  
Parma Town Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
President, Hilton Raiders Youth Football  
And Cheerleading Organization

\_\_\_\_\_  
Date

Exhibit #1

The tenant shall purchase and maintain insurance of the following types of coverage and limits of liability:

1. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
  - a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project and location.
  - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 10/01 or 12/04 a substitute form that provides equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury. And liability assumed under an insured contract. There shall be no exclusions to Contractual Liability for Employee Injuries (i.e. Labor Law Exclusions).
  - c) Owner and all other parties required of the Contractor, shall be included as additional insured on the CGL, using ISO Additional Insured Endorsement CG20 10 11/85 or both CG 10 10/01 and CG 20 37 10/01.
    - This insurance for the additional insured shall be as broad as the coverage provided for the named insured subcontractor. Coverage for the additional insured's shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations. If additional insured coverage cannot

be provided by endorsement an “Owners & Contractors’ Protective” policy will be required for the same liability limits noted above in the name of the “Contractor” and “Owner”.

- d) There shall be no endorsement or modification of the subcontractors CGL policy arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.
- e) Subcontractor shall maintain CGL coverage for itself and all additional insured’s for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.

2. Automobile Liability

- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
- b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c) Contractor, Owner and all other parties required of the Contractor, shall be included as insureds on the auto policy.

3. Commercial Umbrella

- a) Umbrella limits must be at least \$3,000,000.
- b) Umbrella coverage must include as insured all entities that are additional insured’s on the CGL.
- c) Umbrella coverage for such additional insured’s shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Subcontractor.

4. Workers Compensation and Employers Liability – If Applicable

- a) State statutory limits may differ and should never be less than:
  - Employer liability insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.

*Coverage may be purchased in the form of a Special Events policy specifically designed to provided insurance for the day(s) of the event.*