AGREEMENT

THIS AGREEMENT, (the "Agreement") is entered into by and between the **COUNTY OF ULSTER**, having its principal place of business at 244 Fair Street, Kingston, New York 12401 (the "County"), and the **TOWN OF GARDINER**, having its principal place of business at 2340 Route 44/55, P. O. Box 1, Gardiner, New York 12525 (the "Town") (each, a "Party;" together, the "Parties").

WITNESSETH:

WHEREAS, some County roads are so located that it is more efficient for towns to perform summer light maintenance, snow plowing, sanding and salting of the road, thereby greatly decreasing the cost to the County of the road maintenance performed; and

WHEREAS, the Town has agreed to perform winter snow removal for three (3) consecutive years for 5.08 centerline miles of County road; and

WHEREAS, the County has agreed to further compensate the Town, based on the number of centerline miles, an annual performance incentive; and

WHEREAS, the Parties agree that a cooperative arrangement such as is established hereby is in the best interests of the citizens of the respective municipalities; and

WHEREAS, the Chair of the Ulster County Legislature, pursuant to Resolution No. 528 dated September 19, 2023, is authorized to execute on behalf of the County, an agreement for the services contained herein.

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

1. **SERVICES**: The Town shall perform the services identified in Schedule A (the "Services") which is attached hereto and is made a part of this Agreement. The Town agrees to perform the Services in accordance with the terms and conditions of this Agreement. It is specifically agreed to by the Town that the County will not compensate the Town for any Services provided outside those specifically identified in Schedule A, without a written Change Order, Amendment or Addendum to this Agreement, which is executed by the Chair of the Ulster County Legislature (the "Chair").

2. **TERM OF AGREEMENT**: This Agreement shall take effect on October 1, 2023 and shall continue in full force and effect until midnight of September 30, 2026.

3. **PAYMENT FOR SERVICES**: For performance of the Services or, as such Services may be modified mutually by a written Change Order, Amendment or an Addendum to this Agreement, the County agrees to pay the Town in accordance with the fees and expenses as stated in Schedule B, which is attached hereto and is hereby made a part of this Agreement.

4. **RECORDS AND REPORTS**: The Town shall maintain full and accurate records of the Services provided hereunder. Such records shall be subject to inspection by the County, upon reasonable notice and during the Town's normal business hours, during the term hereof and for a five (5) year period following the expiration of this Agreement.

Notwithstanding the foregoing, there is no requirement for separate or additional record keeping with regard to the Services performed by Town. It is expected that the Town's record-keeping practices are in keeping with generally accepted industry standards.

5. **EXECUTORY CLAUSE**: The County shall have no financial liability under this Agreement to Town or to anyone else beyond funds appropriated and approved for this Agreement.

6. **NOTICE OF CLAIM**: The Town shall immediately notify the County in writing of any actions, proceedings, claims or demands against the Town, whether grounded in tort, contract or otherwise, arising from or out of its performance of any Services under this Agreement by forwarding same to: Ulster County Attorney, P.O. Box 1800, Kingston, New York 12402.

7. **INSURANCE**: For all of the Services set forth herein and as hereinafter amended, Town shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance with stated minimum coverages, all as set forth in Schedule C ("County of Ulster Contract Insurance Requirements"), which is attached hereto and hereby made a part of this Agreement. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing, satisfactory to the County, who have been fully informed as to the nature of the Services to be performed. The County shall be an additional insured on all Commercial General Liability policies with the understanding that any obligations imposed upon the insured (including without limitation, the liability to pay premiums) shall be the sole obligation of Town and not those of the County. Notwithstanding anything to the contrary in this Agreement, Town irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 7. The provision of insurance by Town shall not in any way limit Town's liability under this Agreement. Notwithstanding anything to the contrary set forth above in this Article 7 or in any other part of this Agreement, to the extent that any loss, damage, claim or expense arose from or is associated in whole or in part, with any act or omission on the part of the County, its officers, agents, servants, employees, contractors or subcontractors, the aforesaid waiver shall be, to such extent, inapplicable, and the Town may assert any and all such claims against the County.

8. **ALL WORK TO BE DONE IN A WORKMANLIKE MANNER/CORRECTING DEFICIENCIES**: The County's Commissioner of Public Works (the "Commissioner"), in consultation with the Town's Highway Superintendent, shall determine the method(s) to be used in the performance of this Agreement. All work performed by the Town under this Agreement shall be performed in a professional manner, in compliance with applicable codes, rules, regulations, laws and generally accepted industry standards (together, the "Performance Standards"). The County reserves the right to withhold payment under this Agreement, to correct any conditions which, in any way do not meet the Performance Standards, and to deduct the cost of such corrective work from the amount of this Agreement."

9. **PROTECTION OF PROPERTY**: Except for normal wear and tear, Town assumes the risk of and shall be responsible for any loss or damage to County property in the performance of this Agreement and caused, either directly or indirectly, by the negligent, reckless, intentional or other culpable conduct of Town, its officers, employees and agents.

10. **TERMINATION**: The County may, by written notice to Town effective thirty (30) days from mailing, terminate this Agreement in whole or in part at any time for the County's convenience. However, upon the failure of Town to comply with any of the terms or conditions of this Agreement County may, by written notice to Town, effective as of the date of mailing, terminate this Agreement. Upon termination of this Agreement, the Town shall comply with the following County closeout procedures:

A. Accounting for and refunding to the County within ten (10) days, any unexpended funds that have been paid to Town pursuant to this Agreement; and
B. Furnishing within ten (10) days an inventory to the County of all equipment and appurtenances provided under this Agreement, if any, and carrying out any County lawful and reasonable directive concerning the disposition thereof.

In the event the County terminates this Agreement in whole or in part, as provided in this Article, the Town shall continue the performance of this Agreement to the extent not terminated hereby.

Each Party shall be liable to the other Party for damages sustained by either Party by virtue of the other Party's breach of this Agreement or failure to perform in accordance with the terms, conditions, and provisions of this Agreement. Each of the Parties hereby reserves any and all of its rights and remedies provided by law, in equity, or pursuant to this Agreement.

The Town may, by written notice to the County, effective thirty (30) days after mailing, terminate this Agreement in whole, or in part, (i) for the Town's convenience, or (ii) upon the County's failure to comply with any of the material terms or conditions of this Agreement.

11. **NO ARBITRATION**: Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the Chair, but must

instead only be heard in the Supreme Court of the State of New York, with venue in Ulster County or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany Division.

12. **NO ASSIGNMENT BY TOWN WITHOUT CONSENT**: This Agreement may not be assigned by the Town nor its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the prior written consent of the County.

13. **TOWN COMPLIANCE WITH LAWS**: The Town agrees that it shall fully comply with all Federal, State and County laws, rules and regulations.

14. **CORPORATE COMPLIANCE**: The Town agrees to comply with all federal, state, and local laws, rules, and regulations governing the provision of goods and/or Services under this Agreement. In particular, the Town agrees to comply with the laws, rules and regulations of Ulster County, as well as with its Compliance Plan (the "Plan"). The Plan can be viewed at https://ulstercountyny.gov/ulster-county-compliance-plan. Alternatively, a hard copy of the Plan will be provided upon the Town's request. The Plan relates to the County's compliance with relevant federal and state fraud and abuse laws. The Town represents and warrants that it has read and understands the Plan and agrees to abide by its terms when delivering Services under this Agreement. The Town shall ensure that each individual who provides such Services under this Agreement is provided with a copy of the Plan or given access to the Plan. The County strongly encourages all healthcare providers contracting with the County to implement their own compliance programs that address each of the elements of compliance recommended by the Office of the Inspector General, as well as the elements as recommended and/or mandated by the New York State Office of the Medicaid Inspector General.

The County will conduct appropriate screening of providers, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned and/or excluded by any federal or state law enforcement, regulatory, or licensing authority. The County will also verify that entities and businesses that provide and/or perform Services for the County have not been the subject of adverse governmental actions and/or excluded from the federal healthcare programs.

The Town understands that the County has established and implemented a Corporate Compliance Program and has developed "Standards of Conduct for Ulster County Vendors and Contractors" (the "Standards"). The Standards can be accessed electronically at any time by going to https://ulstercountyny.gov/ulster-county-compliance-plan. The Town represents that it has read, understands and agrees to comply with the Standards with respect to its performance pursuant to this Agreement. The hotline for reporting violations of the Standards is (877) 569-8777.

15. **SAFETY PRECAUTIONS**: The Town shall provide and employ all safety measures, safety equipment, and safety devices appropriate and necessary for the work. The Town's Superintendent and employees shall comply with all safety standards, codes, regulations, and laws applicable to their activities under this Agreement. Any and all equipment supplied by the Town under this Agreement shall be in good working order and in a condition safe for operation.

16. **NON-DISCRIMINATION IN EMPLOYMENT**: During the term of this Agreement, the Town agrees that it will not discriminate against any employee or applicant for employment because of age, race, creed, sex, sexual orientation, color, national origin, military status, genetic predisposition or carrier status, disability, or marital status, and will take affirmative action to insure equal employment opportunities without discrimination because of age, race, creed, sex, sexual orientation, color, national origin, military status, genetic predisposition or carrier status, disability, or marital status. Such action shall be taken with reference to, but not limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the- job training.

17. **MODIFICATIONS TO BE IN WRITING**: No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the parties to this Agreement. Changes in the scope of Services in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such services, the Chair, after consultation with the Commissioner, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional services, the amount of compensation, and extension of time for performance, if any, for any such services. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

18. **ENTIRE AGREEMENT**: The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A, B, and C which supersedes any other understandings or writings between or among the Parties to this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties.

TOWN OF GARDINER

BY: Marybeth Majestic
Marybeth Majestic
Supervisor

DATE: 11/1/2023

COUNTY OF ULSTER

BY: _____
Tracey A. Bartels
Chair, Ulster County Legislature

DATE: 12/1/23

BY: Brian Stiscia
Brian Stiscia
Superintendent of Highways

DATE: 11/1/23

ULSTER COUNTY
DEPARTMENT OF PUBLIC WORKS
(Approved as to form and content)

BY: _____
Brendan M. Masterson
Commissioner

DATE: 11/27/23

SCHEDULE A
SERVICES

1. The Town shall provide winter snow removal as defined below for a 2.59 mile length of County Road 127 (McKinstry Road), and a 2.49 mile length of County Road 129 (Sand Hill Road) (the "Services").

2. The Town shall furnish all labor, equipment, and materials necessary to perform the Services.

3. The Town shall provide winter snow removal as follows: plowing the entire width of roadways and shoulders, benching, removal of snow at intersections, sanding and salting the road, and treatment of slippery spots including "black ice" where necessary.

4. Except as specifically stated above, the County shall continue to assume full responsibility for the maintenance and repair of said stretches of County road. The County shall continue to maintain the bridges on County Roads, and shall repave the road when necessary, stripe and sign the road, maintain any existing or planned retaining walls, and install any necessary culverts. The County shall be responsible for all large dead trees, and shall trim live trees above the height of ten (10') feet. The County, upon notice, shall also be responsible for removal of all fallen trees in the roadway.

SCHEDULE B
FEE SCHEDULE

1. The Town's fee for Services shall not exceed the amount of **ONE HUNDRED SEVEN THOUSAND AND 00/100 ($107,000.00) DOLLARS** for the Term of this Agreement.

2. The Town shall invoice the County's Public Works Department as outlined at Table A below. Except for the possible fuel adjustment set forth in paragraph 3 below, and the applicable incentive payment set forth in paragraph 7 below, the Town's fee for Services shall not exceed the fixed **annual** amount of **THIRTY-TWO THOUSAND AND 00/100 ($32,000.00) DOLLARS** (the "Fixed Fee"); nor shall such fee exceed **NINETY-SIX THOUSAND AND 00/100 ($96,000.00) DOLLARS** for the **three (3) year Term** of this Agreement.

Table A
WINTER SNOW REMOVAL

Invoice Date	Invoice Amount
January 1, 2024	$22,400.00
April 30, 2024	$ 9,600.00
January 1, 2025	$22,400.00
April 30, 2025	$ 9,600.00
January 1, 2026	$22,400.00
April 30, 2026	$ 9,600.00

3. The County will adjust the Fixed Fee amount of this Agreement as follows:

   A. If, on September 1, 2024, the price for Diesel 2D REG as set by the New York State Office of General Services ("OGS") Fuel Price Listing for delivery in Ulster County has increased by $1.00 or more over the price for this fuel on October 1, 2023 (the "Base Price"), i.e. $_____ per gallon, then the Fixed Fee will be increased by $14.52 per lane mile for each one dollar per gallon change in the diesel fuel price, and will remain in effect until September 30, 2025. Sample calculation below:

   FORMULA: **(# of dollars increased over $1 of the Base Price x $14.52) x # lane miles = fuel adjustment**

   SAMPLE: If:
   A. Diesel 2D REG price as of 10/01/2023 = $3.50 per gallon = the Base Price
   B. Diesel 2D REG price as of 09/01/2024 = $5.75 per gallon
   C. The price increase over the Base Price (B-A) is $2.25 per gallon which is more than $1.00 per gallon over the Base Price.
   D. The miles that the Town in this Sample is maintaining are 5 miles. There are two lanes in every mile making the total *lane* miles 10.

   Then:
   The calculation for the Town's Fuel Adjustment for the above scenario is as follows:

   (C x $14.52) x D = Fuel Adjustment for this Sample which calculates to:
   ($2.25 x $14.52) x 10 = $326.70

   B. If, on September 1, 2025, the price for Diesel 2D REG as set by the New York State OGS Fuel Price Listing for delivery in Ulster County has increased by $1.00 or more over the price for this fuel on October 1, 2023, i.e., $_____ per gallon, then the Fixed Fee will be increased by $14.52 per lane mile for each one dollar per gallon change in the diesel fuel price, and will remain in effect until September 30, 2026.

   C. The website for the New York State OGS Fuel Price Listing delivery is: https://online.ogs.ny.gov/purchase/FuelsPricingDefault.htm

   D. The Fixed Fee Adjustment paid to the Town for the Term of this Agreement shall not exceed the amount of **TWO THOUSAND AND 00/100 ($2,000.00) DOLLARS**.

4. The Town shall submit to the County original invoices for payment.

5. The County shall remit payment to the Town within forty-five (45) days of the submission of the invoice and the approval of the invoice by the County's Commissioner of Public Works and Comptroller. The payment shall be made to the Town's Highway Fund.

6. The Town agrees to meet any reasonable additional invoicing requirements that the County may from time to time require, with reasonable notice to the Town.

7. Performance Incentive: A performance incentive shall be paid **annually** by the County to the Town, in consideration for the additional overnight Winter Snow Removal supervisory duties undertaken as part of this Agreement. The amount of this incentive shall be determined by the number of centerline miles of County roads maintained by the Town in accordance with the mileage specified in Schedule A of this Agreement and **Table C** below. The amount of the incentive for **5.08 miles** is **THREE THOUSAND AND 00/100 ($3,000.00) DOLLARS** per year, for a total incentive amount of **NINE THOUSAND AND 00/100 ($9,000.00) DOLLARS** for the Term of this Agreement. The Town may use these performance incentive funds as it sees fit. The performance incentive shall be paid to the Town's General Fund on or about April 1, 2024, April 1, 2025, and April 1, 2026.

Table C

1 to 10 Miles	**$3,000**
10.1 to 20 Miles	**$4,500**
20.1 to 35 Miles	**$6,000**

PLEASE BRING THESE INSURANCE REQUIREMENTS TO YOUR INSURANCE AGENT TO ENSURE PROPER COVERAGE AND LIMITS ARE IN PLACE. FAILURE TO PROVIDE CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIREMENTS BELOW, SHALL DELAY CONTRACT EXECUTION.

SCHEDULE C
COUNTY OF ULSTER CONTRACT INSURANCE REQUIREMENTS

I. CONDITIONS OF INSURANCE

Unless otherwise authorized by the Ulster County Insurance Officer, strict adherence to this schedule is required. Any deviation without prior authorization from the County's Insurance Department will result in a delay in the finalization of this Agreement.

The Town shall submit copies of any or all required insurance documents as and when requested by the County. Upon policy renewal, the Town shall submit updated insurance policy information.

II. CERTIFICATES OF INSURANCE

The Town shall file with the County's Insurance Department, prior to commencing work under this Agreement, all proper Certificates of Insurance.

The Certificates of Insurance shall include:

a. Name and address of Insured
b. Issue date of certificate
c. Insurance company name
d. Type of coverage in effect
e. Policy number
f. Inception and expiration dates of policies included on the certificate
g. Limits of liability for all policies included on the certificate
h. **"Certificate Holder" for all certificates shall be the County of Ulster, P.O. Box 1800, Kingston, New York 12402-1800.**

If the Town's insurance policies should be non-renewed or canceled, or should expire during the life of this Agreement, the County shall be provided with a new certificate indicating the replacement policy information as requested above. The County requires thirty (30) days prior written notice of cancellation [ten (10) days for non-payment of premium] from the Insurer, its agents or representatives.

The Town agrees to indemnify the County of Ulster for any applicable deductibles and self-insured retentions.

III. WORKERS' COMPENSATION AND DISABILITY INSURANCE

The Town shall take out and maintain during the life of this Agreement, Workers' Compensation (WC) Insurance and Disability Benefits (DB) Insurance, for all of its employees employed at the site of the project, and shall provide Certificates of Insurance evidencing this coverage to the County's Insurance Department.

If the Town is not required to carry such insurance, the Town must submit form CE-200 attesting to the fact that it is exempt from providing WC and/or DB Insurance coverage for all of its employees.

The manner of proof related to WC and DB Insurance is controlled by New York State Laws, Rules and Regulations. "ACORD" forms are not acceptable proof of WC and/or DB Insurance.

IV. WORKERS' COMPENSATION REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 57, a business entity (the Town) seeking to enter into a contract with a municipality (the County) must provide one of the following forms to the municipal entity with which it is entering into a contract. The Town should contact their insurance agent to obtain acceptable proof of WC coverage:

- Form C-105.2 – "Certificate of NYS Workers' Compensation Insurance" **or**

- Form U-26.3 – "Certificate of Workers' Compensation Insurance" issued by the New York State Insurance Fund **or**
- Form SI-12 – "Affidavit Certifying that Compensation has Been Secured" issued by the Self-Insurance Office of the Workers' Compensation Board if the Town is self-insured **or**
- Form GSI-105.2 – "Certificate of Participation in Workers' Compensation Group Self-Insurance" issued by the Self-Insurance administrator of the group **or**
- Form GSI-12 – "Certificate of Group Workers' Compensation Group Self-Insurance" issued by the Self-Insurance Office of the Workers' Compensation Board if the Town is self-insured.

If the Town is not required to carry WC coverage, it must submit Form CE-200, "Certificate of Attestation of Exemption" from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage. This form and the instructions for completing it are available at http://www.wcb.ny.gov

V. DISABILITY BENEFITS REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 220(8), a business entity (the Town) seeking to enter into a contract with a municipality (the County) must provide one of the following forms to the municipal entity it is entering into a contract with. The Town should contact their insurance agent to obtain acceptable proof of DB Insurance Coverage:

- Form DB-120.1 – "Certificate of Insurance Coverage Under the NYS Disability Benefits Law" **or**
- Form DB-155 – "Compliance with Disability Benefits Law" issued by the Self-Insurance Office of the Workers' Compensation Board if the Town is self-insured.

If the Town is not required to carry DB Insurance coverage, it must submit Form CE-200, "Certificate of Attestation of Exemption" from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage. This form and the instructions for completing it are available at http://www.wcb.ny.gov

VI. COMMERCIAL GENERAL LIABILITY INSURANCE

The Town shall take out and maintain during the life of this Agreement, such bodily injury liability and property damage liability insurance as shall protect it and the County from claims for damages for bodily injury including accidental death, as well as from claims for property damage that may arise from operations under this Agreement, whether such operations be by the Town, by any subcontractor, or by anyone directly or indirectly employed by either of them.

It shall be the responsibility of the Town to maintain such insurance in amounts sufficient to fully protect itself and the County, but in no instance shall amounts be less than the minimum acceptable levels of coverage set forth below:

- Bodily Injury Liability and Property Damage Liability Insurance in an amount not less than **ONE MILLION AND 00/100 ($1,000,000.00) DOLLARS** for each occurrence, and in an amount not less than **TWO MILLION AND 00/100 ($2,000,000.00) DOLLARS** general aggregate.

Other Conditions of Commercial General Liability Insurance:

a. Coverage shall be written on Commercial General Liability form.
b. Coverage shall include:
   1. Contractual Liability
   2. Independent Contractors
   3. Products and Completed Operations
c. "Additional Insured" status shall be granted to "County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800", shown on the Commercial General Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

VII. UMBRELLA LIABILITY OR EXCESS LIABILITY INSURANCE

Umbrella Liability or Excess Liability Insurance shall be provided by the Town in an amount not less than **TWO MILLION AND 00/100 ($2,000,000.00) DOLLARS.**

NOTE: As long as all minimum underlying limits have been met, insurance limits may be a total combined limit of the Umbrella/Excess Liability limits and the underlying liability insurance limits.

The Umbrella/Excess Liability coverage MUST be written on a follow-form (drop down) basis to the underlying insurance coverage with no additional exclusions.

"Additional Insured" status shall be granted to "County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800", shown on the Umbrella policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

VIII. AUTOMOBILE LIABILITY INSURANCE

Automobile Bodily Injury Liability and Property Damage Liability Insurance shall be provided by the Town, with a minimum Combined Single Limit (CSL) of **ONE MILLION AND 00/100 ($1,000,000.00) DOLLARS.**

Coverage shall include:

a. All owned vehicles
b. Any hired automobile
c. Any non-owned automobile
d. "Additional Insured" status shall be granted to "County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800", shown on the Auto Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

IX. PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE, MEDIA LIABILITY, ERRORS & OMISSIONS INSURANCE)

[ ] If this box is checked, Professional Liability Insurance shall be provided by the Town in an amount not less than **ONE MILLION AND 00/100 ($1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **TWO MILLION AND 00/100 ($2,000,000.00) DOLLARS** general aggregate.

X. CYBER LIABILITY INSURANCE:

[ ] If this box is checked, Cyber Liability Insurance shall be provided by the Town in an amount not less than **ONE MILLION AND 00/100 ($1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **FIVE MILLION AND 00/100 ($2,000,000.00) DOLLARS** general aggregate. **Copies of policy must be submitted with certificate of insurance.**

XI. SEXUAL ABUSE & MOLESTATION COVERAGE:

[ ] If this box is checked, Sexual Abuse & Molestation Coverage shall be provided by the Town in an amount not less than **ONE MILLION AND 00/100 ($1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **TWO MILLION AND 00/100 ($2,000,000.00) DOLLARS** general aggregate.