

Agenda
November 2, 2020
Piseco School
Town of Arietta

- Call to Order
- Roll Call
- Ski Trail Presentation
- Open Public hearing on Budget and Fire Contract
- Motion to approve minutes for the October 5th, 20th and 27th meetings
- Resolutions
 - 20-11-32 Brennan Memorial Humane Agreement
 - 20-11-35 Fire Agree
 - 20-11-36 Snow and Ice Agree
 - 20-11-37 Transfer-rental of the Kobelco SK140 Excavator on the Powley Road in September (FEMA).

Snowmobile Trails -Grier
Town Buildings and Grounds - Stobo
Internal Management / Insurance,
Recreation, Website & Chamber- C Wilt
Finance / Airport-R. Wilt
Lake / Dam / Invasive/campsite -Rudes

- New Business
- Old Business
 - 1) Septic Law change/ ongoing
 - 2) Airport Lighting project / complete
 - 3) Proposed changes to building permit's /send out notification with tax bill in January/on going

Close Public hearing

- 20-11-33 Increase Budget
- 20-11-34 Adopt budget
-
- Motion to accept the bills
- Motion to accept the financial statement's
- Public Comment
- Designation of next regular Meeting December 7th
- Motion to adjourn

TOWN OF ARIETTA

At a regular meeting of the Arietta Town Board at the Piseco Common School on 1722 State Route 8 in the Town of Arietta, Hamilton County, New York on:

November 2, 2020 at 5:00pm

Resolution # 20 -11-33

Resolution Offered By: _____

WHEREAS: the Town of Arietta Town Board has accepted the 2020 Preliminary Budget at the October Town Board Meeting, and

WHEREAS: at the October workshop meeting's, there was discussion of the Town Board, and a motion made to bring to resolution an increase in the amounts of the following accounts:

- A0-7145.100 Joint Recreation Personal from \$0 to \$6,000
- DA-2300 Services to other Governments from \$80,000 to \$90,000
- DA-2665 Sales of Equipment from \$15,000 to \$32,000

THEREFORE, LET IT BE RESOLVED: that the Town Board, Town of Arietta increase the above amounts in the 2020 Budget.

Seconded by: _____ and put to a vote, which resulted as follows:

AYES:

- Jacquelyn Grier _____
- Sarah Rudes _____
- Douglas Stobo _____
- Christy Wilt _____
- Richard Wilt _____

NOES:

- Jacquelyn Grier _____
- Sarah Rudes _____
- Douglas Stobo _____
- Christy Wilt _____
- Richard Wilt _____

ABSENT:

- Jacquelyn Grier _____
- Sarah Rudes _____
- Douglas Stobo _____
- Christy Wilt _____
- Richard Wilt _____

_____, Town Clerk Date _____ 2020

TOWN OF ARIETTA

At a regular meeting of the Arietta Town Board at the Piseco Common School, 1722 State Route 8 in the Town of Arietta, Hamilton County, New York on:

November 2, 2020 at 5:00pm

Resolution # 20 - 11 -34

Subject: **Adopt 2021 Budget**

Resolution Offered By: _____

WHEREAS: the Town Board, Town of Arietta held a Public Hearing for public comment on the Budget for 2021, and

WHEREAS: public comment was heard at the Public Hearing held during the regular Town Board Meeting at 5:00pm on Monday, November 2, 2020 at the Piseco Common School, 1722 State Route 8, Piseco, NY, and

THEREFORE, LET IT BE RESOLVED: the Town Board of Arietta will adopt the Town Budget for the year 2021.

Seconded by: _____ and put to a vote, which resulted as follows:

AYES:

Jacquelyn Grier _____
Sarah Rudes _____
Douglas Stobo _____
Christy Wilt _____
Richard Wilt _____

NOES:

Jacquelyn Grier _____
Sarah Rudes _____
Douglas Stobo _____
Christy Wilt _____
Richard Wilt _____

ABSENT:

Jacquelyn Grier ____
Sarah Rudes ____
Douglas Stobo ____
Christy Wilt ____
Richard Wilt ____

_____, Town Clerk Date _____ 2020

TOWN OF ARIETTA

At a regular meeting of the Arietta Town Board at the Piseco Common School on 1722 State Route 8 in the Town of Arietta, Hamilton County, New York on:

November 2, 2020 at 5:00pm

Resolution # 20- 11 – 35

Subject: **Fire Protection Agreement**

Resolution Offered By: _____

WHEREAS: there has been established in the Town of Arietta a Fire Protection District know as the “Piseco Fire Protection District”: embracing the territory in said Town wholly outside of any City or Village as such territory and is more fully described establishing such district duly adopted by this Town Board on June 1, 1998; and

WHEREAS: it is necessary to enter into a contract for the furnishing of fire protection to the said fire protection district; and

WHEREAS: due notice has been given a public hearing to be held in the Piseco Common School, in the Town of Arietta, on November 2, 2020, at 5:00pm, to consider a contract for the furnishing of fire protection to the said fire protection district, the notice duly specifying the time and place of the hearing as aforesaid, and giving in general terms the proposed contract, and the said hearing having been held, and all persons interested in appearing having been heard,

THEREFORE, LET IT BE RESOLVED: after a Public Hearing held on November 2, 2020 the Town of Arietta will contract with the Piseco Volunteer Fire Department for the furnishing of fire protection and ambulance service to the Piseco Fire Protection District more fully described and plotted in the map referred to and adopted at the June 1, 1998 Board Meeting; that the contract to be enter into aforesaid be in the following for, to wit: Attached Fire Contract and that such contract be executed on behalf of the Town of Arietta by the Town Supervisor.

Seconded by: _____ and put to a vote, which resulted as follows

:

AYES:

Jacquelyn Grier _____
Sarah Rudes _____
Douglas Stobo _____
Christy Wilt _____
Richard Wilt _____

NOES:

Jacquelyn Grier _____
Sarah Rudes _____
Douglas Stobo _____
Christy Wilt _____
Richard Wilt _____

ABSENT:

Jacquelyn Grier ____
Sarah Rudes ____
Douglas Stobo ____
Christy Wilt ____
Richard Wilt ____

_____, Town Clerk Date _____ 2020

TOWN OF ARIETTA

At a regular meeting of the Arietta Town Board at the Piseco Common School, 1722 State Route 8 in the Town of Arietta, Hamilton County, New York on:

November 2, 2020 at 5:00pm

Resolution # 20-11-36

Subject: **Accept Snow and Ice Agreement**

Resolution Offered By: _____

WHEREAS: the Town of Arietta has been presented with an agreement for municipal snow and ice control with Hamilton County for the winter season of 2020-2021, and

WHEREAS: it is necessary that we review this agreement on an annual basis

THEREFORE, LET IT BE RESOLVED: the Town Board, Town of Arietta will accept this agreement and shall comply with its obligations pursuant to said agreement.

Seconded by: _____ and put to a vote, which resulted as follows:

AYES:

Jacquelyn Grier _____
Sarah Rudes _____
Douglas Stobo _____
Christy Wilt _____
Richard Wilt _____

NOES:

Jacquelyn Grier _____
Sarah Rudes _____
Douglas Stobo _____
Christy Wilt _____
Richard Wilt _____

ABSENT:

Jacquelyn Grier ____
Sarah Rudes ____
Douglas Stobo ____
Christy Wilt ____
Richard Wilt ____

_____, Town Clerk Date _____ 2020

TOWN OF ARIETTA

At a regular meeting of the Arietta Town Board at the Piseco Common School on 1722 State Route 8 in the Town of Arietta, Hamilton County, New York on:

November 2, 2020 at 5:00pm

Resolution # 20-11-37

Subject: **Transfer of Funds**

Resolution Offered By: _____

WHEREAS: the Town of Arietta will give the Town Supervisor permission to make the following transfer of money:

Highway Fund

\$ 2,181.00 to #DA-5112-210, Improvements Rentals Expense
from #DA-0909, Fund Balance

THEREFORE, LET IT BE RESOLVED: that the Town Board, Town of Arietta does approve the above transfers of money.

Seconded by: _____ and put to a vote, which resulted as follows:

AYES:

Jacquelyn Grier _____
Sarah Rudes _____
Douglas Stobo _____
Christy Wilt _____
Richard Wilt _____

NOES:

Jacquelyn Grier _____
Sarah Rudes _____
Douglas Stobo _____
Christy Wilt _____
Richard Wilt _____

ABSENT:

Jacquelyn Grier _____
Sarah Rudes _____
Douglas Stobo _____
Christy Wilt _____
Richard Wilt _____

_____, Town Clerk Date _____ 2020

SCHEDULE OF SALARIES OF ELECTED OFFICIALS:
(Article 8 of Town Law)

OFFICER	SALARY 2019	SALARY 2020	SALARY 2021
Supervisor	\$ 25,918	\$ 26,437	\$ 26,833
Councilman (4) each	6,618	6,751	6,852
Justice (2) each	9,956	10,156	10,308
Town Clerk	12,360	12,608	12,797
Tax Collector	6,618	6,751	6,852
Highway Superintendent	45,176	46,079	46,770
Highway Supt. Refuse	4,162	4,250	4,314

Appointed Officials:

Deputy Supervisor	\$ 500	\$ 500	\$ 500
Assessor	14,284	14,570	14,788
Code Enforcement Officer	16,437	16,766	17,016
Animal Control Officer	1,390	1,418	1,440
Registrar of Vital Statistics	703	718	1,000
Recreation Director	2,040	2,080	2,110
Town Historian	500	500	500
Attendance Officer	0	0	0
Health Officer	500	500	500
Deputy Highway Sup't	3,500	3,500	3,500
Safety Coordinator	2,500	2,550	2,588

Contract No.

AGREEMENT FOR MUNICIPAL SNOW AND ICE CONTROL

PARTIES:

**HAMILTON COUNTY, Acting by and through the
COUNTY HIGHWAY SUPERINTENDENT
Hamilton County DPW
2558 State Route 8, PO Box 56
Lake Pleasant, NY 12108**

**CONTRACTOR
Town of Arietta
PO Box 37
Piseco, NY 12139**

DATE: 11/1/2020

WITNESSETH:

1. WORK/SERVICES TO BE PERFORMED

Contractor agrees to provide, perform and furnish to Hamilton County the work, labor, services and equipment more fully described and set forth in Appendix A annexed hereto and made part hereof.

2. CONTRACT PRICE

Contractor agrees to accept, and Hamilton County agrees to pay to the Contractor, the equipment rental rates fully described and set forth in Appendix B annexed hereto and made part hereof.

3. CONTRACT TERM

The term of this contract is from November 1, 2020 through October 31, 2021.

4. CONTRACT TERMS AND CONDITIONS

The parties hereto agree that the following terms and conditions are included in, a part of, and incorporated into this agreement:

- Insurance Requirements -- Appendix C
- Hamilton County Standard Clauses – Appendix D

5. NOTICES

Notices or communications are to be given or directed to either party at its address specified in this agreement, or to such other addresses as either party may from time to time designate by written notice to the other party.

6. ENTIRE AGREEMENT

This agreement, including the Appendices referred to hereinabove, constitutes the entire agreement between the parties; and there are no other agreements, either written or oral, between the parties pertaining to the work/services or the funds encompassed by this agreement.

IN WITNESS WHEREOF this agreement has been executed by the parties hereto to be effective as of the date set forth above.

Per Resolution No.
County DPW,

By: _____
Tracy J. Eldridge, Superintendent

HAMILTON COUNTY,

By: _____
William G. Farber, Chairman

TOWN OF ARIETTA,

By: _____
Richard A. Wilt, Supervisor

TOWN HIGHWAY,

By: _____
Craig Small, Superintendent

APPENDIX A
DESCRIPTION OF SERVICES

Section 135-a of the Highway Law, as amended, provides that the removal of snow and ice from the County Roads, as well as the sanding or other treatment of County Roads for the purpose of removing the danger of ice and snow, may be delegated by the County to the Town by agreement; and the County hereby delegates to the Town, and the Town hereby accepts and agrees to perform, such work to control snow and ice upon County Roads during the term of this agreement.

The Town shall remove snow and ice from all County Roads within and adjacent to said Town, and shall sand or otherwise treat such County Roads for the purpose of removing the danger of snow and ice, to the extent necessary to provide reasonable and safe passage and movement of vehicles over such County Roads. The Town agrees that the work to be performed under this agreement includes but is not limited to the following: (a) removal and disposal of accumulated snow at intersections of one or more County Roads and at other locations along County Roads where necessary or prudent for the safety of public vehicular traffic; (b) cutting of weeps through accumulated buildup of plowed snow along County Roads for purposes of relieving water accumulation on the road surface from snow melt, rain or other sources; (c) such other work as may be necessary for the control of snow and ice on County Roads.

The Town shall furnish adequate, trained and experienced employees to perform such work, as well as provide all necessary equipment, tools and materials, but excluding abrasives (sand) and sodium chloride (rock salt) for the proper performance of this agreement, and such will be performed according to customary approved standards and practices such as the adopted Snow & Ice Control Plan for Hamilton County so as to fulfill the obligations imposed upon the County with respect to snow and ice removal and control on County Roads.

All persons employed by the Town in the performance of this agreement shall be employees of the Town for purposes of the payment of wages, wage deductions, unemployment insurance benefits, social security coverage, retirement membership or credits, and liability for workers' compensation.

The Town also agrees to thaw culverts dammed or blocked by ice, as designated and directed by the County Superintendent of Highways or his Designee in writing provided the County reimburses the Town for labor and equipment rental payable by voucher.

In the event the County shall abandon any existing County road or part thereof, or transfers any County road or part thereof to the State Highway System, or add any road to the County road system, the County shall notify the Town of such abandonment, transfer or addition, as the case may be, designating the particular County Road and the mileage thereof which has been added, abandoned or transferred, and the compensation under this agreement shall be adjusted accordingly as of the effective date of such addition, abandonment or transfer.

APPENDIX B

EQUIPMENT RENTAL/PERSONAL SERVICES RATES

TOWN OF ARIETTA

The County agrees to pay the Town an hourly rate for all labor and equipment rental for each centerline mile for 8.03 centerline miles of County Route 24 within or adjacent to said Town for which the Town provides snow and ice control services. It is acknowledged and agreed by the parties that there are a total of 8.03 miles of County Road in the Town.

EQUIPMENT RENTAL RATES FOR COUNTY SNOW & ICE REMOVAL

1. HEAVY TRUCKS WITH PLOW, WING AND SPREADER WITH GVWR OF 35,000 LBS OR OVER - \$80.00 PER HOUR
2. HEAVY EQUIPMENT (FRONT END LOADER, BACKHOE & GRADALL ECT.) - \$40.00 PER HOUR
3. MEDIUM TRUCKS WITH PLOW, WING AND SPREADER WITH GVWR OF 15,000 LBS OR OVER UP TO 34,999 LBS - \$42.00 PER HOUR
4. LIGHT TRUCKS WITH PLOW WITH GVWR UNDER 15,000 LBS – \$20.00 PER HOUR

PERSONAL SERVICES RATES

1. STRAIGHT TIME WILL BE REIMBURSED AT \$24.00 PER HOUR
2. OVERTIME WILL BE REIMBURSED AT \$36.00 PER HOUR

APPENDIX C
INSURANCE REQUIREMENTS

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the Municipality as an additional insured on the contractor's insurance policies, with the exception of workers' compensation and N.Y. State Disability insurance.
2. The policy naming the Municipality as an additional insured shall:
 - a. Be an insurance policy from an A.M. Best rated "Secure" or better insurer, authorized to conduct business in New York State. A New York licensed insurer is preferred. The decision to accept specific insurers lies exclusively with the Municipality.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the Municipality, its Board, employees and volunteers.
 - c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the Municipality for both on-going and completed operations. The decision to accept an endorsement rests solely with the Municipality. A completed copy of the endorsements must be attached to the certificate of insurance.
3.
 - a. The certificate of insurance must describe the specific services provided by the contractor (e.g., roofing, carpentry, plumbing) that are covered by the liability policies.
 - b. At the Municipality's request, the contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.
 - c. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/05) must be included with the certificates of insurance.
4. The contractor agrees to indemnify the Municipality for any applicable deductibles and self-insured retentions.
5. Required Insurance:
 - a. **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$3,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.
 - b. **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles to include an Umbrella \$5,000,000 Liability.

- c. **Workers' Compensation, Employers Liability and NYS Disability**
Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
 - d. **Owners Contractors Protective Insurance (When Required)**
\$1,000,000 per occurrence/\$2,000,000 aggregate, with the Municipality as the named insured.
6. Contractor acknowledges that failure to obtain such insurance on behalf of the Municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Municipality. The contractor is to provide the Municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.
7. The Municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Municipality but also NYSIR, as the Municipality's insurer.

APPENDIX D
STANDARD CLAUSES FOR HAMILTON COUNTY SNOW & ICE
CONTRACTS

1. Independent Contractor Status

The parties each acknowledge, covenant and agree that the relationship of the Town Contractor to the County shall be that of an independent contractor. The Town, in agreement with its status as an independent contractor, further covenants and agrees that it:

- (a) will conduct itself in accordance with its status as an independent contractor;
- (b) will neither hold itself out as nor claim to be an officer or employee of the County; and
- (c) will not make any claim, demand or application for any right or privilege applicable to an officer or employee of the County, including but not limited to workers' compensation benefits, unemployment insurance benefits, social security coverage or retirement membership or credits.

2. Contractor To Comply With Laws/Regulations

The Town shall at all times comply with all applicable state and federal laws, rules and regulations governing the performance and rendition of the services to be furnished under this agreement.

3. Termination

This agreement may be terminated without cause by either party upon thirty (30) days prior written notice, and upon such termination neither party shall have any claim or cause action against the other except for services actually performed prior to such termination.

Contract No.

AGREEMENT FOR MUNICIPAL SNOW AND ICE CONTROL

PARTIES:

**HAMILTON COUNTY, Acting by and through the
COUNTY HIGHWAY SUPERINTENDENT
Hamilton County DPW
2558 State Route 8, PO Box 56
Lake Pleasant, NY 12108**

**CONTRACTOR
Town of Arietta
PO Box 37
Piseco, NY 12139**

DATE: 11/1/2020

WITNESSETH:

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- Insurance Requirements – Appendix C
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Notices or communications are to be given or directed to either party at its address specified in this agreement, or to such other addresses as either party may from time to time designate by written notice to the other party.

6. ENTIRE AGREEMENT

This agreement, including the Appendices referred to hereinabove, constitutes the entire agreement between the parties; and there are no other agreements, either written or oral, between the parties pertaining to the work/services or the funds encompassed by this agreement.

IN WITNESS WHEREOF this agreement has been executed by the parties hereto to be effective as of the date set forth above.

Per Resolution No.
County DPW,

By: _____
Tracy J. Eldridge, Superintendent

HAMILTON COUNTY,

By: _____
William G. Farber, Chairman

TOWN OF ARIETTA,

By: _____
Richard A. Wilt, Supervisor

TOWN HIGHWAY,

By: _____
Craig Small, Superintendent

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The Town shall remove snow and ice from all County Roads within and adjacent to said Town, and shall sand or otherwise treat such County Roads for the purpose of removing the danger of snow and ice, to the extent necessary to provide reasonable and safe passage and movement of vehicles over such County Roads. The Town agrees that the work to be performed under this agreement includes but is not limited to the following: (a) removal and disposal of accumulated snow at intersections of one or more County Roads and at other locations along County Roads where necessary or prudent for the safety of public vehicular traffic; (b) cutting of weeps through accumulated buildup of plowed snow along County Roads for purposes of relieving water accumulation on the road surface from snow melt, rain or other sources; (c) such other work as may be necessary for the control of snow and ice on County Roads.

The Town shall furnish adequate, trained and experienced employees to perform such work, as well as provide all necessary equipment, tools and materials, but excluding abrasives (sand) and sodium chloride (rock salt) for the proper performance of this agreement, and such will be performed according to customary approved standards and practices such as the adopted Snow & Ice Control Plan for Hamilton County so as to fulfill the obligations imposed upon the County with respect to snow and ice removal and control on County Roads.

All persons employed by the Town in the performance of this agreement shall be employees of the Town for purposes of the payment of wages, wage deductions, unemployment insurance benefits, social security coverage, retirement membership or credits, and liability for workers' compensation.

The Town also agrees to thaw culverts dammed or blocked by ice, as designated and directed by the County Superintendent of Highways or his Designee in writing provided the County reimburses the Town for labor and equipment rental payable by voucher.

In the event the County shall abandon any existing County road or part thereof, or transfers any County road or part thereof to the State Highway System, or add any road to the County road system, the County shall notify the Town of such abandonment, transfer or addition, as the case may be, designating the particular County Road and the mileage thereof which has been added, abandoned or transferred, and the compensation under this agreement shall be adjusted accordingly as of the effective date of such addition, abandonment or transfer.

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TOWN OF ARIETTA

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3. MEDIUM TRUCKS WITH PLOW, WING AND SPREADER WITH GVWR OF 15,000 LBS OR OVER UP TO 34,999 LBS - \$42.00 PER HOUR
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1. STRAIGHT TIME WILL BE REIMBURSED AT \$24.00 PER HOUR
2. OVERTIME WILL BE REIMBURSED AT \$36.00 PER HOUR

APPENDIX C
INSURANCE REQUIREMENTS

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the Municipality as an additional insured on the contractor's insurance policies, with the exception of workers' compensation and N.Y. State Disability insurance.
2. The policy naming the Municipality as an additional insured shall:
 - a. Be an insurance policy from an A.M. Best rated "Secure" or better insurer, authorized to conduct business in New York State. A New York licensed insurer is preferred. The decision to accept specific insurers lies exclusively with the Municipality.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the Municipality, its Board, employees and volunteers.
 - c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the Municipality for both on-going and completed operations. The decision to accept an endorsement rests solely with the Municipality. A completed copy of the endorsements must be attached to the certificate of insurance.
3.
 - a. The certificate of insurance must describe the specific services provided by the contractor (e.g., roofing, carpentry, plumbing) that are covered by the liability policies.
 - b. At the Municipality's request, the contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.
 - c. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/05) must be included with the certificates of insurance.
4. The contractor agrees to indemnify the Municipality for any applicable deductibles and self-insured retentions.
5. Required Insurance:
 - a. **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$3,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.
 - b. **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles to include an Umbrella \$5,000,000 Liability.

- c. **Workers' Compensation, Employers Liability and NYS Disability**
Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
 - d. **Owners Contractors Protective Insurance (When Required)**
\$1,000,000 per occurrence/\$2,000,000 aggregate, with the Municipality as the named insured.
6. Contractor acknowledges that failure to obtain such insurance on behalf of the Municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Municipality. The contractor is to provide the Municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.
7. The Municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Municipality but also NYSIR, as the Municipality's insurer.

APPENDIX D
STANDARD CLAUSES FOR HAMILTON COUNTY SNOW & ICE
CONTRACTS

1. Independent Contractor Status

The parties each acknowledge, covenant and agree that the relationship of the Town Contractor to the County shall be that of an independent contractor. The Town, in agreement with its status as an independent contractor, further covenants and agrees that it:

- (a) will conduct itself in accordance with its status as an independent contractor;
- (b) will neither hold itself out as nor claim to be an officer or employee of the County; and
- (c) will not make any claim, demand or application for any right or privilege applicable to an officer or employee of the County, including but not limited to workers' compensation benefits, unemployment insurance benefits, social security coverage or retirement membership or credits.

2. Contractor To Comply With Laws/Regulations

The Town shall at all times comply with all applicable state and federal laws, rules and regulations governing the performance and rendition of the services to be furnished under this agreement.

3. Termination

This agreement may be terminated without cause by either party upon thirty (30) days prior written notice, and upon such termination neither party shall have any claim or cause action against the other except for services actually performed prior to such termination.

TOWN OF ARIETTA
FIRE PROTECTION CONTRACT

THIS AGREEMENT, made this 1st day of November, 2020 between the TOWN OF ARIETTA, a municipality with offices located in Piseco, New York in Hamilton County (hereinafter referred to as the "Town of Arietta"), and the PISECO VOLUNTEER FIRE DEPARTMENT, INC., a Fire Protection District located in Piseco, New York in the Town of Arietta, Hamilton County, New York, (hereinafter referred to as "Fire Department").

WITNESSETH:

WHEREAS, there has been duly established in the Town of Arietta, a fire protection district known as "Piseco Fire Protection District" (hereinafter referred to as "District"), embracing territory in said Town wholly outside of any City or Village, as such territory is more fully described in a resolution establishing such District and duly adopted by the Town Board of said Town on June 1, 1998, a copy of which is attached hereto and is incorporated herein.

WHEREAS, said District is located in a geographic area serviced by the Piseco Volunteer Fire Department; and

WHEREAS, following a public hearing duly called, the Town Board of Arietta, duly authorized a contract with the Fire Department for fire protection and provisions herein set forth; and

WHEREAS, this contract has also been duly authorized by the Town Board of Arietta, and the Department.

4. Members of the Fire Department, while engaged in the performance of their duties in answering, attending upon, or returning from any call provided for in this contract shall have the same rights, privileges and immunities as if performing the same duties as a Volunteer Fireman.

5. This contract may continue from year to year for a period of five (5) years, beginning November 1, 2020, and terminating November 1, 2025.

6. The Fire Department shall provide and maintain at all times during the operative and effective period of this contract, a commercial auto insurance policy with limits of at least \$1,000,000.00 and a general liability insurance policy with limits of at least \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, protecting the Fire Department and its members. These insurance policies shall name the Town of Arietta as additional insured. The Fire Department shall provide certificates of insurance to the Town Board annually.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement the day and year first above mentioned.

TOWN OF ARIETTA

By: _____
Richard A. Wilt, Supervisor

PISECO VOLUNTEER FIRE DEPARTMENT,
INC.

By: _____
President