



Port Washington Water Pollution Control District  
70 Harbor Road, Port Washington, NY 11050

[www.pwwpcd.us](http://www.pwwpcd.us)

Commissioners: Melanie Cassens · Arduino Marinelli · Joseph D'Alonzo

Superintendent: Windsor J. Kinney

Business Manager: Giovanna DiFiore, C.P.A.

## INSURANCE, INDEMNIFICATION, SAFETY, AND SUBCONTRACTOR REQUIREMENTS

As conditions to the granting of this license, the **Grantee** agrees to maintain the following insurance coverages and risk management practices, and to indemnify and hold harmless the **Grantor (Port Washington Water Pollution Control District)** as set forth below:

### A. Insurance Requirements

The Grantee shall, at its own expense and for the entire term of this Agreement, procure and maintain insurance with insurers licensed to do business in the State of New York and rated not less than "A-" (Excellent) by A.M. Best. The insurance coverage limits set forth in Schedule below are minimum coverage requirements, not limitations of liability. Coverage shall include:

1. **Commercial General Liability Insurance**

- Limits: *Not less than \$1,000,000 per occurrence / \$2,000,000 general aggregate.*
- Coverage shall include bodily injury, property damage, personal and advertising injury, products/completed operations, and contractual liability.
- The **Port Washington Water Pollution Control District**, its Commissioners, officers, employees, and agents shall be named as **Additional Insureds** on a *primary and non-contributory* basis under this coverage.

2. **Automobile Liability Insurance**

- Limits: *Not less than \$1,000,000 combined single limit* per occurrence, covering all owned, non-owned, and hired vehicles used in connection with Grantee's activities.
- The **Port Washington Water Pollution Control District**, its Commissioners, officers, employees, and agents shall be named as **Additional Insureds** on a *primary and non-contributory* basis under this coverage.

3. **Workers' Compensation and Employers' Liability**

- Coverage as required by **New York State law**, including coverage for all employees and staff, if applicable.

4. **Umbrella or Excess Liability Insurance**

- Limits: *Not less than \$2,000,000 per occurrence and aggregate*, excess of all underlying policies.
- The **Port Washington Water Pollution Control District**, its Commissioners, officers, employees, and agents shall be named as **Additional Insureds** on a *primary and non-contributory* basis under this coverage.

5. **Abuse, Molestation, or Misconduct Liability Coverage**

- Limits: *Not less than \$1,000,000 per occurrence / \$2,000,000 aggregate.*
- Coverage may be provided by endorsement to the General Liability policy or a separate policy form.
- Shall include actual or alleged acts of abuse, molestation, sexual misconduct, harassment, or negligent supervision, hiring, or retention of any employee, volunteer, or participant.
- The **Port Washington Water Pollution Control District**, its Commissioners, officers, employees, and agents shall be named as **Additional Insureds** on a *primary and non-contributory* basis under this coverage.

6. **Participant Accident Insurance (Excess Medical Accident Coverage) covering all participants, volunteers, and staff engaged in activities conducted by the Grantee at the Premises, with minimum medical expense limits of \$25,000 per participant per accident and accidental death & dismemberment benefits of not less than \$10,000.** This coverage shall be

written on a primary or excess basis, but shall not be less favorable than coverage customarily provided to youth athletic or recreational programs in New York State.

7. **Property and Equipment Coverage (Recommended)**

- The Grantee shall maintain property insurance for the replacement value of any structures, equipment, or improvements it places or maintains on the licensed premises.

8. **Certificates and Notice of Cancellation**

- Certificates of Insurance and corresponding endorsements evidencing all required coverage shall be filed with the District **prior to occupancy or use of the premises** and upon each renewal.
- All policies shall provide **30 days' written notice** to the District of any cancellation, non-renewal, or material change.
- All coverage maintained by the Grantee shall be **primary and non-contributory** to any insurance carried by the District.

**B. Indemnification and Hold Harmless**

To the fullest extent permitted by law, the Grantee shall **defend, indemnify, and hold harmless** the Port Washington Water Pollution Control District, its Commissioners, officers, employees, and agents from and against any and all claims, actions, damages, losses, liabilities, costs, or expenses (including reasonable attorneys' fees) arising out of or related to:

1. The Grantee's use, occupancy, or control of the licensed premises;
2. The acts or omissions of the Grantee, its officers, employees, agents, volunteers, participants, invitees, or contractors; or
3. Any breach of this Agreement.

This indemnity specifically includes any and all claims arising out of or related to **actual or alleged abuse, molestation, harassment, or misconduct** by any individual associated with the Grantee's activities, including allegations of **negligent hiring, retention, supervision, or training**.

This obligation applies **whether or not such claims are founded or unfounded**, and includes the **duty to defend** the District in any related proceeding.

This indemnification shall not apply to claims arising solely from the willful misconduct or gross negligence of the District.

The indemnification provided by this Agreement shall be a continuing right to indemnification and shall survive the expiration or termination of this Agreement.

**C. Risk Management and Participant Safety**

1. The Grantee shall adopt and maintain a **Child Protection and Misconduct Prevention Policy** addressing screening, training, supervision, and reporting procedures.
2. The Grantee shall conduct **background checks**, including state and national sex offender registry searches, for all employees, coaches, and volunteers involved in youth activities.
3. The Grantee shall provide **annual training** to all staff and volunteers regarding misconduct prevention, child safety, and mandatory reporting obligations.
4. Any actual or alleged incident of abuse, misconduct, or injury occurring on District property shall be reported **immediately** to the District and to appropriate law enforcement or child-protection authorities.
5. The District reserves the right to **review such policies and procedures** and require reasonable proof of compliance as a condition of continued use.

**D. Maintenance and Operational Obligations**

The Grantee shall:

- Construct no improvements or make alterations to the property without the prior written consent of the District.
- Maintain the licensed premises in good, clean, and safe condition, keeping all grass areas trimmed, litter removed, and facilities in a neat and orderly state.
- Protect all **sanitary and sewer installations** from interference or damage of any kind.
- Permit the District to enter the premises at any time for inspection, maintenance, or emergency purposes.

## **E. Subcontractors, Vendors, and Third-Party Service Providers**

1. The GRANTEE shall not engage any subcontractors, vendors, or independent contractors (collectively, “Subcontractors”) to perform any portion of the activities authorized under this Agreement without the prior written approval of the Grantor/District.
2. The Grantee shall require its Subcontractors to execute written agreements expressly providing that they shall defend, indemnify, and hold harmless the Grantor, its officers, employees, volunteers, agents, and representatives on terms at least as comprehensive as those set forth in this agreement. The Grantee shall provide the Grantor with copies of such indemnification agreements upon request.
  - a. Maintains **insurance coverage equal to or greater than** the requirements set forth in this Agreement, including Abuse or Molestation Liability where applicable;
  - b. Names the **Port Washington Water Pollution Control District**, its Commissioners, officers, employees, and agents as **Additional Insureds** on a *primary and non-contributory* basis; and
  - c. Provides a **Certificate of Insurance and Additional Insured endorsement** to the Grantee, which shall be made available to the District upon request.
3. The Grantee shall ensure that all Subcontractors agree in writing to **defend, indemnify, and hold harmless** the District and the Grantee for any and all claims arising out of their acts or omissions.
4. The Grantee shall be **fully responsible for the supervision and conduct** of any Subcontractor and for ensuring compliance with all applicable insurance, safety, and child-protection requirements of this Agreement.
5. The District reserves the right to **review, approve, or reject any Subcontractor** that does not meet insurance, safety, or operational standards, or that the District deems unsuitable for operation on District property.
6. Approval of any Subcontractor by the Licensor shall not relieve the Grantee of its obligations under this Agreement, and the Grantee shall remain fully responsible for ensuring compliance with all terms and conditions herein.