

**SECTION 9. INSURANCE REQUIREMENTS.**

- A. PERMITTEE shall purchase at its own expense and maintain in force at all times during the term of this Permit the following insurance policies:
- a. Commercial General Liability insurance (including, but not limited to, premises-operations, products, contractual, broad-form property damage and independent contractors) with limits as follows:  
  
\$2,000,000 Each Occurrence Limit  
\$2,000,000 General Aggregate excluding Products/Completed Operations Aggregate Limit  
\$2,000,000 Products/Completed Operations Aggregate Limit
  - b. Business Automobile Liability insurance (including owned, hired and non-owned) with a combined single limit of not less than \$1,000,000 for bodily injury (including death) and property damage.
  - c. Workers Compensation - PERMITTEE shall ensure that, with respect to all personnel performing work on the sites, PERMITTEE shall maintain in effect at all times during the term of this contract, coverage or insurance in accordance with the applicable laws relating to workers' compensation and employers' liability insurance, regardless of whether such coverage or insurance is mandatory or merely elective under law. Contractor shall carry Employers' Liability insurance with limits of not less than:  
  
\$1,000,000 Bodily Injury by Accident - Each Accident Limit  
\$1,000,000 Bodily Injury by Disease - Each Employee  
\$1,000,000 Bodily Injury by Disease - Policy Limit
  - d. PERMITTEE shall ensure that the Commercial General Liability, Business Automobile Liability and Pollution Liability policies name MSB as additional insured. PERMITTEE's insurance shall also be primary to any policies held by MSB and the coverage afforded MSB under such policies shall be the same coverage extended to the Contractor without exception or limitation.
  - e. The PERMITTEE waives all rights of subrogation against MSB and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Commercial General Liability, Business Automobile, Pollution Liability and/or Workers' Compensation policies.
  - f. PERMITTEE shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all requirements stated herein.

- g. PERMITTEE shall notify MSB with thirty (30) days or more advanced written notice of any pending cancellation or change in coverage.
- h. Proof of Insurance: PERMITTEE shall deliver to MSB certificates of insurance. Failure to provide insurance as required by this section, or a lapse in coverage, is a material breach of the Permit terms entitling MSB to revoke the Permit. Upon renewal of insurance coverage during the contract, certificates of insurance shall be delivered to the MSB's address shown hereon.

All certificates are to be received and approved by the Borough before work the PERMIT commences. The Borough reserves the right to require complete, certified copies of all required insurance policies, at any time.

- i. Insurance is to be placed with insurers with a Best's rating of no less than A-: VII.