



# TOWN OF DEERPARK

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GARY SPEARS, SUPERVISOR  
DAVID M DEAN, COUNCILMAN  
ARTHUR T. TROVEI, COUNCILMAN  
KENNETH SMITH, COUNCILMAN  
ALAN SCHOCK, COUNCILMAN

## RESOLUTION # 10 OF 2021

### Snow and Ice Removal Contract with County of Orange

**BE IT RESOLVED**, that the Deerpark Town Board hereby authorizes Supervisor Gary Spears to sign the Snow and Ice Removal Contract with the County of Orange for 2021-2022 Season.

**DATED: September 7, 2021**

Motion by: Ken Smith \_\_\_\_\_ 2<sup>nd</sup> by Art Trovei \_\_\_\_\_

Roll Call 5 Ayes:

Councilman: Al Schock  
Councilman: Dave Dean  
Supervisor: Gary Spears

Councilman: Ken Smith  
Councilman: Art Trovei

MOTION CARRIED

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Deerpark this \_\_\_\_\_ 7<sup>th</sup> day of \_\_\_\_\_ September \_\_\_\_\_ 2021

  
\_\_\_\_\_  
Florence T. Santini, Town Clerk

\_\_\_\_\_  
Town Seal



Steven M. Neuhaus  
County Executive

ORANGE COUNTY  
DEPARTMENT OF PUBLIC WORKS

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Erik Denega, P.E., P.M.P.  
Commissioner

P.O. Box 509, 2455-2459 Route 17M  
Goshen, New York 10924-0509  
TEL (845) 291-2750 FAX (845) 291-2778  
[www.orangecountygov.com](http://www.orangecountygov.com)

August 1, 2021

Mr. Gary Spears, Supervisor  
Town of Deerpark  
P.O. Box 621, 420 Route 209  
Huguenot, NY 12746

RE: Agreement for Snow and Ice Control on Certain County Roads for the 2021 - 2022 Season

Mr. Spears:

Enclosed herewith is one (1) copy of the proposed *Intermunicipal Agreement for the Control of Snow and Ice on Certain County Roads* for the 2021 - 2022 season with your municipality. Please execute the Agreement and return it to this office as soon as possible along with the following documents:

- 1). Original Agreement signed, dated, and with Corporate Seal;
- 2). Certificates of Insurance in specified amounts as stated in Paragraph 8 of the Agreement. Copies of your most recently submitted Certificates of Insurance are provided for reference.
- 3). Resolution enacted by the municipality to enter in the Agreement. Resolution must be original and certified by the Town Clerk, with your Corporate Seal.

Thank you for your prompt attention to this matter.

Very truly yours,

Erik Denega, P.E., P.M.P.  
Commissioner

ED/aw  
Enclosures

**INTERMUNICIPAL AGREEMENT FOR THE CONTROL OF  
SNOW AND ICE ON CERTAIN COUNTY ROADS**

THIS AGREEMENT, made this 7<sup>th</sup> day of September, 2021, between the **County of Orange**, a municipal corporation organized and existing under and by virtue of the Laws of the State of New York and being one of its political subdivisions (hereinafter the "**County**"), and the **Town of Deerpark**, Orange County, New York (hereinafter the "**Municipality**"), collectively referred to as "**Parties**".

**WITNESSETH**

**WHEREAS**, the **County** owns, operates and maintains a highway system (hereinafter "**roadways**") in the towns and villages of the **County**; and

**WHEREAS**, the Orange County Department of Public Works has general charge and supervision of the work of constructing, improving, repairing and maintaining all **County** roadways; and

**WHEREAS**, **County** funds may be expended for the control and removal of snow and ice from **County** roadways; and

**WHEREAS**, the **County** may contract with the **Municipality** for snow removal and for salting or otherwise treating **County** roadways for the purposes of removing the danger of ice and snow; and

**WHEREAS**, the **Municipality** has the necessary machinery and equipment to exercise snow removal and salting or otherwise treating certain **County** roadways in said **Municipality**; and

**WHEREAS**, it will be beneficial to the **County** for said work to be performed by the **Municipality**; and

**WHEREAS**, the **Municipality** is willing to contract with the **County** for snow and ice control services based on the terms and conditions hereinafter set forth;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, it is agreed between the parties hereto as follows:

1. **Term.** This Agreement shall be in effect for a period commencing on **October 1, 2021** and will terminate on **April 30, 2022** (hereinafter the "**Term**"). This Agreement is subject to approval by resolution of the Orange County Legislature and the Municipality's legislative body pursuant to New York Highway Law §135-a.
2. **Scope of Work.** This Agreement shall include all activities necessary to control snow and ice, together with all necessary labor, equipment and materials for the **County** roadways designated in **Schedule "A"** which is annexed hereto and incorporated herein (hereinafter the "**Work**").
  - a. The **Municipality** will furnish all personnel, necessary highway tools and equipment and cause the **Work** to be performed in accordance with the rules and regulations of the **County's** Commissioner of Public Works.

8. **Municipality's Insurance.** The **Municipality** shall maintain the following insurances covering both the **Municipality** and the **County** as it applies to liability under this Agreement: (A) General Liability Insurance with a combined single limit of \$1,000,000; (B) Auto Liability Insurance with a combined single limit of \$1,000,000; and (C) Workers' Compensation and Disability coverage as required by the New York State Workers' Compensation Law.

- a. The **Municipality** shall attach to this Agreement a current Certificate of Insurance. The Certificate of Insurance will name the "County of Orange" as an additional insured with respect to this Agreement.
- b. In the event the **Municipality** does not carry liability insurance, it shall provide the **County** with a letter of indemnification that holds the **County** harmless in the event of any action brought against the **County**. Said letter shall be approved by the Orange County Department of Law in advance of any performance of the Work.
- c. Each insurance policy required by this Agreement shall be endorsed to state that the coverage shall not be suspended, voided, cancelled or reduced in coverage or in limits except after sixty (60) days prior written notice by certified mail, return receipt requested, to the **County's** Risk Management Division. Any insurance coverage replaced or renewed during this Agreement will be evidenced by a new Certificate of Insurance being supplied to the **County** by the **Municipality**.
- d. The **Municipality's** insurance coverage or self-insurance deductible shall be primary insurance with respect to the **County**, its officials, employees, agents or volunteers; and shall be in excess of the **Municipality's** insurance or self-insurance/deductible and shall not contribute with it.
- e. The **Municipality** may not subcontract or utilize subcontractors for Work to be performed under this Agreement without the express written consent of the **County**. In that the **County** provides written consent for the **Municipality** to subcontract or utilize subcontractors to perform the Work, the **Municipality** shall include any subcontractors as insured under the aforementioned insurance policies or shall furnish separate certificates for each subcontractor. Coverage for subcontractors shall be subject to all of the requirements stated herein.

9. **Additional Insurance.** The **County** will provide insurance with limits of \$2,000,000 in excess of the amounts set forth in *Paragraph 8(A)* and *8(B)* that will cover the **Municipality's** liability as it applies under this Agreement.

**10. Indemnification.**

- a. The **Municipality** hereby agrees to defend, indemnify and hold harmless the **County**, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third-party of any other person or entity, arising out of services pursuant to this Agreement which the **County**, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the **Municipality**, its employees, representatives, subcontractors, assignees, or agents. The **Municipality** further agrees to defend, indemnify and hold harmless the **County** against any claim arising from or occasioned by the manner of performance or non-performance of the Work under this Agreement.

**20. Interpretation.** The Parties acknowledge that that they have had an opportunity to review this Agreement and confer with counsel of their choosing. This Agreement shall be interpreted in accordance with its plain meaning, and the rule that ambiguities shall be construed against the drafter of the document shall not apply in connection with the construction or interpretation hereof.

IN WITNESS THEREOF, the Parties have hereunto executed this Agreement the date set forth above.

TOWN OF DEERPARK

COUNTY OF ORANGE

By: Gary Spears  
Gary Spears  
SUPERVISOR

By: \_\_\_\_\_  
Stefan ("Steven") M. Neuhaus  
COUNTY EXECUTIVE

Date: 9-7-21

Date: \_\_\_\_\_

Seal Affixed;





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Haylor, Freyer & Coon, Inc. P.O. Box 4743 Syracuse NY 13221	<b>CONTACT NAME:</b> Shannon O'Keefe-Clearwater <b>PHONE (A/C, No, Ext):</b> 315-703-9137 <b>FAX (A/C, No):</b> 315-362-5759 <b>E-MAIL ADDRESS:</b> sokeefeclearwater@haylor.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Charter Oak Fire Ins. Co.</td> <td>25615</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Company of America</td> <td>25615</td> </tr> <tr> <td>INSURER C: Allianz Global Risks US Ins. Co.</td> <td>35300</td> </tr> <tr> <td>INSURER D: Main Street America Assurance Company</td> <td>29939</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Charter Oak Fire Ins. Co.	25615	INSURER B: Travelers Indemnity Company of America	25615	INSURER C: Allianz Global Risks US Ins. Co.	35300	INSURER D: Main Street America Assurance Company	29939	INSURER E:		INSURER F:
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<b>INSURED</b> Town of Deerpark 420 Route 209 Huguenot NY 12746	<b>TOWNDEERPA</b>														

**COVERAGES**

CERTIFICATE NUMBER: 325208911


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ZLP91N43195	7/19/2021	7/19/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA4S608072	7/19/2021	7/19/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP41N41441	7/19/2021	7/19/2022	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D B C	Crime Blanket Bldg/BPP Inland Marine Leased/Rented Equip			F283597N BA4S608072 SML93080901	7/19/2021 7/19/2021 7/19/2021	7/19/2022 7/19/2022 7/19/2022	Per Employee Limit \$6,383,765 Limit \$135,000 \$50,000 Ded \$1,000 Ded \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Blanket Additional Insured applies to the General Liability per form GL 360 Additional Coverage Modifications for GL 360 PE (09/07) per written contract Regarding snow and ice removal.

**CERTIFICATE HOLDER****CANCELLATION**

Orange County PO Box 509 Goshen NY 10924	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION  
GROUP SELF-INSURANCE**

<b>1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only)</b>  Town of Deerpark PO Box 621 Huguenot, New York 12746	<b>1d. Corporate Contact Name of Business referenced in box "1a" Business Telephone Number of Business referenced in box "1a"</b>  Gary Spears 845-856-2210
<b>1b. Effective Date of Membership in the Group</b> 01/01/2019	<b>1e. NYS Unemployment Insurance Employer Registration Number of business referenced in box "1a"</b>
<b>1c. The Proprietor, Partners, or Executive Officers are</b> <input checked="" type="checkbox"/> included (only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded	<b>1f. Federal Employer Identification Number of Business referenced in Box "1a".</b>  146002511
<b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder)</b>  Orange County PO Box 509, 2455 – 2459 Route 17M Goshen, NY 10924  RE: Proof of Workers' Compensation Coverage;	<b>3. Name and Address of Group Self-Insurer</b>  Public Employer Risk Management Association PO Box 12250 Albany, NY 12212-2250

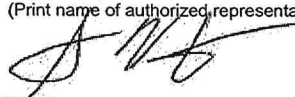
This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in "box 2".

The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (these notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

*If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof of the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.*

**Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.**

Certified by: Steve Altieri, President  
(Print name of authorized representative of the Group Self-Insurer)

Certified by:  01/01/2021  
Signature Date

Title: President

Telephone Number: 1-888-737-6269

## WORKERS COMPENSATION LAW

### **Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

**Please Note:** This Certificate is valid only through the policy dates indicated above, OR, a maximum of one year after this form is approved by the authorized representatives of the Group Self-Insurer. At the expiration of those dates, if the business continues to be named on a permit or contract issued by the above government entity, the business must provide that government entity with a new Certificate. The business must also provide a new Certificate upon notice of cancellation or change in status of the policy.

GSI-105.2 (2-02) Reverse





**CERTIFICATE OF INSURANCE COVERAGE  
DISABILITY AND PAID FAMILY LEAVE  
BENEFITS LAW**

**PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier**

<p>1a. Legal Name and Address of Insured (Use street address only)</p> <p>TOWN OF DEERPARK PO BOX 621 HUGUENOT NY 12746</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured</p> <p>(845) 856-2210</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number</p> <p>14 6002155</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>COUNTY OF ORANGE RISK MANAGEMENT DIVISION PO BOX 509 255-2375 MAIN STREET GOSHEN, NY 10924</p>	<p>3a. Name of Insurance Carrier</p> <p><b>The Guardian Life Insurance Company of America</b></p> <p>3b. Policy Number of entity listed in box "1a":</p> <p>00924237 0000</p> <p>3c. Policy effective period:</p> <p>04/01/2021 to 04/01/2022</p>
<p>4. Policy provides the following benefits:</p> <p><input checked="" type="checkbox"/> A. Both disability and paid family leave benefits.</p> <p><input type="checkbox"/> B. Disability benefits only.</p> <p><input type="checkbox"/> C. Paid family leave benefits only.</p> <p>5. Policy covers:</p> <p><input checked="" type="checkbox"/> A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.</p> <p><input type="checkbox"/> B. Only the following class or classes or employer's employees:</p>	
<p>Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.</p>	
<p>Date Signed: 03/25/2021</p>	<p>By: <u>Raymond J. Marra</u> Raymond J. Marra <small>(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)</small></p>
<p>Telephone Number: 1-888-278-4542</p>	<p>Title: Senior Vice President, Group and Worksite Markets</p>
<p><b>IMPORTANT:</b> If Box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is <b>COMPLETE</b>. Mail it directly to the certificate holder. If Box "4b, 4c or 5b" is checked, this certificate is <b>NOT COMPLETE</b> for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Birmingham, NY 13902-5200.</p>	

**PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4c or 5b" of Part 1 has been checked)**

**State Of New York  
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed:

By: \_\_\_\_\_

(Signature of NYS Workers' Compensation Board Employee)

Telephone Number:

Title:

***Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.***

**Additional Instructions for Form DB-120.1**

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

The insurance carrier must notify the certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to non-payment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured form coverage indicated on this certificate. (these notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved the by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier. cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period?

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Family Leave Benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.**

**DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

**§220.Subd. 8**

- (a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.

Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

- (b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.