



283 Manny's Corners Road
Amsterdam, New York 12010

Telephone: (518) 842-7961
Fax No. (518) 843-6136

RESOLUTION NO.
AUTHORIZING TOWN SUPERVISOR TO SIGN CONTRACT
FOR SNOW REMOVAL AND ICE CONTROL ON COUNTY HIGHWAYS

WHEREAS, the Commission of Public works of this County has submitted a contract for the removal of snow and ice control from county roads within the Town of Amsterdam under Section 135A of the Highway Law, now therefore be it and it

RESOLVED, that pursuant to Section 135 A of the Highway Law, this Board accepts the contract for snow removal and ice control and authorizes the Town Supervisor to execute the aforesaid contract for the period beginning January 1, 2025 and ending December 31, 2026.

Sponsored by:

Seconded by:

ADOPTED- -AYES- -NOES

I, Linda Bartone Hughes, Clerk of the Town of Amsterdam, Montgomery County, New York do hereby certify that I have compared the preceding copy of a resolution with the original thereof, duly adopted by the Amsterdam Town Board at a special meeting of such Town Board on the 18th day of December, 2024 and that the same is a true and exact copy of such resolution.

Linda Bartone Hughes, Town Clerk
Town of Amsterdam

**COUNTY OF MONTGOMERY
DEPARTMENT OF PUBLIC WORKS
AGREEMENT FOR CONTROL OF
SNOW AND ICE
ON COUNTY HIGHWAYS**

Town of Amsterdam Miles: 39.25 (38.49 plus 0.76 4-lane Miami Ave)

2025 Winter Amount/Mile: \$6,545.65 – Total 2025 Snow/Ice Removal Contract: \$256,916.76

2026 Winter Amount/Mile: \$6,774.75 – Total 2026 Snow/Ice Removal Contract: \$265,908.93

This Agreement, made this 18th day of December, 2024, by and between the County of Montgomery (hereinafter called the County and the Town of Amsterdam hereinafter called the “Town”) beginning January 1, 2025 and ending December 31, 2026.

Whereas, Section 135-a of the Highway Law provides that the Commissioner of Public Works may contract with any Town for the removal of snow from County roads, and for sanding or otherwise treating them for the purpose of reducing the danger of ice and snow, with the approval by Resolution of each of the legislative bodies of such County and Town; and

Whereas, Resolution No. 283 of 2024 authorizes contracting such snow and ice control within the ten (10) Towns, the City of Amsterdam and the Village of St. Johnsville, with the approval by Resolution of each of those legislative bodies:

Now, therefore, in consideration of the mutual covenants and agreements between the parties hereto;

WITNESSETH:

- 1) TERM: This Agreement shall be from January 1, 2025 to December 31, 2026.
- 2) PAYMENT: One half of the total contract price for snow and ice control shall be paid by the 15th day of February, and the balance will be paid after an inspection of County roads has been made in the spring, but in no event later than the 1st day of May.
- 3) SERVICES:
 - a. The Town shall sand and salt hills, curves, intersections, and other places where dangerous driving conditions exist. All abrasives and chemicals shall be furnished by the Town, and shall be on hand at all times to the extent necessary for immediate protection against any ice conditions that may occur.
 - b. The Town shall clear such County highways from snow and ice within the boundaries of such Town as designated by the Commissioner, to provide safe driving conditions.

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- c. The town shall report the following data to the County, by March 1st of the following contract year, in a format acceptable to the Commissioner, for purpose of transparency and future determination of contracts;
 - a. Total labor hours spent
 - b. Total materials and type of materials used-sand, salt and any other abrasive or melting agent; and dates used
 - c. Total equipment hours for each individual piece of snow-removing equipment used;
- d. The Town shall obtain necessary permission for and shall provide, erect, maintain and remove snow fence in good condition at suitable locations on county highways where designated by the Commissioner.
- e. All work under this Agreement shall be under the supervision of the Commissioner, and the County reserves the right to correct any condition that in any way does not meet his requirements, and remove snow and ice and charge the cost back to the Town.
- f. The Town shall furnish to the Commissioner a certificate or certificates of insuring showing they comply with the County's insurance requirements as attached hereto as "Schedule A". The County must be named as an additional insured with a waiver of subrogation. All Certificates must be submitted with the signed contract.
- g. This agreement may be suspended on five days' written notice by the Commissioner for failing to perform. Upon any suspension the Town shall be liable on a per diem basis (total amount of the contract divided by 365 per day) for any days for which the Agreement is suspended. Payment must be submitted within thirty (30) days. If the Agreement is reinstated and payment has not been made by the Town the owed money and interest can be withheld by the County on the subsequent payment at the County's sole option.
- h. The Town shall be paid by the County for work performed under this agreement at the rate of \$6,545.65 per mile of County highways for snow removal for the winter of 2025 and \$6,774.75 per mile of County highways for snow removal for the winter of 2026.
- i. One half of the total contract price for snow and ice control shall be paid by the 15th day of Feb., or within thirty days after the executed Agreement with necessary proof of insurance is received from the municipality, whichever is later, and the balance will be paid after an inspection of County roads has been made in the spring, but in no event later than May 1st. If

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this inspection shows damage caused in excess of \$2,500.00, the Town shall be held liable for said damage.

- 4) ENFORCEABILITY: If any term of this Agreement or the application thereof to any person or circumstances shall to any extend be held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and shall be valid and enforced to the fullest extent possible permitted by law.

- 5) WAIVER: Failure or delay of either party to exercise a right under this Agreement shall not be considered a waiver of that right.

- 6) AGENCY: This agreement in no way establishes an agency relationship between the Town and the County. Each party shall maintain its independence and its separate identity. Each party shall have executive control of its management, employees, staff, policies and assets. Neither party assumes any liability for the acts of the other party.

- 7) HOLD HARMLESS: The Town shall hold the County harmless and indemnify the County from and against liability, loss, damage, cost and expense which such other party may suffer from any claim, demand, suit, or cause of action which may be made or had against it arising out of this Agreement.

- 8) ASSIGNMENT: This Agreement binds the parties hereto and their respective successor, agents, officers, representatives and assigns. This Agreement may not be assigned by either party except by agreement, in writing, duly executed, signed and acknowledged by the authorized officers and/or representatives of both parties. The terms of this Agreement shall be binding upon the assigns of the parties hereto, in the event of approved assignment.

- 9) MODIFICATION: There shall be no oral modifications of this agreement and any modification or amendment of the terms of the agreement shall not be binding unless executed in writing by authorized officers and/or representatives of both parties. The terms of this written agreement contain entire understanding between the parties and supersede any oral representations previously made.

- 10) VENUES AND DISPUTES: The exclusive means of disposing of any dispute arising under this Agreement shall be decided in a New York State Court of competent jurisdiction located within Montgomery County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the Town shall proceed diligently with performing the terms of this Agreement. The Town waives any dispute or claim not made in writing and received by the County within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

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- 11) EXECUTORY: This Agreement shall be deemed executory only to the extent of money available to the County for the performance of the terms hereof and no liability on account thereof shall be incurred by the County beyond money available for the purposes thereof.
- 12) DISCRIMINATION: That the Town hereby further agrees that it will not discriminate against anyone on the grounds of race, color, natural origin, or handicap.
- 13) COMPLIANCE: That the Town hereby further agrees that it will comply with all the Federal, State and County Laws, Rules, Regulations, Codes and Ordinances on its part to be complied with in the performance of this Agreement.

This Agreement shall bind the successors' assigns and representatives of the parties hereto.

In witness thereof, this Agreement has been executed by the County and the Town has caused this agreement to be executed by its duly authorized officers on the day and year first above written.

Accepted for Montgomery County

Name: Peter Vroman
Title: County Executive
Date:

Accepted for the Town of Amsterdam

Name: Thomas P. DiMezza
Title: Supervisor
Date: 12-17-2024



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

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
TOWN OF AMSTERDAM
PUBLIC WORKS DEPT.
RD #5, MANNYS CORNERS ROAD
AMSTERDAM,, NY 12010
1b. Business Telephone Number of Insured
5188427961
1c. Federal Employer Identification Number of Insured or Social Security Number
14-6001209
2. Name and Address of Entity Requesting Proof of Coverage
Montgomery Co. Dept of Public Works
113 Marie Drive, PO Box 277
Fultonville, NY 12072
3a. Name of Insurance Carrier
Standard Security Life Insurance Company of New York
3b. Policy Number of Entity Listed in Box 1a
E03210-000
3c. Policy Effective Period
1/1/1994 to 12/8/2025

4. Policy provides the following benefits:
[X] A. Both disability and Paid Family Leave benefits.
[] B. Disability benefits only.
[] C. Paid Family Leave benefits only.
5. Policy covers:
[X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
[] B. Only the following class or classes of employer's employees:

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.

Date Signed 12/9/2024 By [Signature]
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)
Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY SERVICES

IMPORTANT:If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 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(Article 9 of the Workers' Compensation Law) with respect to all of their employees.
Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)
Telephone Number _____ Name and 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 NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from 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 by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

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 NYS disability and/or Paid 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 Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS 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 and after January first, two thousand and twenty-one, the payment of family leave 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 and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



CERTIFICATE OF INSURANCE COVERAGE
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1a. Legal Name & Address of Insured (use street address only)
TOWN OF AMSTERDAM
PUBLIC WORKS DEPT.
RD #5, MANNYS CORNERS ROAD
AMSTERDAM,, NY 12010
1b. Business Telephone Number of Insured
5188427961
1c. Federal Employer Identification Number of Insured or Social Security Number
14-6001209
2. Name and Address of Entity Requesting Proof of Coverage
Montgomery Co. Dept of Public Works
113 Marie Drive, PO Box 277
Fultonville, NY 12072
3a. Name of Insurance Carrier
Standard Security Life Insurance Company of New York
3b. Policy Number of Entity Listed in Box 1a
E03210-000
3c. Policy Effective Period
1/1/1994 to 12/8/2025

4. Policy provides the following benefits:
[X] A. Both disability and Paid Family Leave benefits.
[] B. Disability benefits only.
[] C. Paid Family Leave benefits only.
5. Policy covers:
[X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
[] B. Only the following class or classes of employer's employees:

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.

Date Signed 12/9/2024 By [Signature]
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)
Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY SERVICES

IMPORTANT:If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
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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(Article 9 of the Workers' Compensation Law) with respect to all of their employees.
Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)
Telephone Number _____ Name and Title _____

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NYS 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 and after January first, two thousand and twenty-one, the payment of family leave 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 and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.