



# ERIE COUNTY WATER AUTHORITY

## INTEROFFICE MEMORANDUM

May 18, 2018

To: Terrence D. McCracken, Secretary to the Authority

From: Michael T. Haendiges, Production Engineer *MTH*

Subject: Contract TIC-002  
Water Tank Inspections, Cleaning, and Disinfection  
ECWA Project No. 201600068

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Attached is Amendment No. 1 to the Professional Services Contract with Tank Industry Consultants, Inc. for time extension and cost reduction due to scope change for the above referenced project.

The following documents are attached:

- Blue Authorization Form - this form provides the project name and project number, the action that is being requested of the Board, and it provides a list of approvals that are required prior to being acted on by the Board.
- Three copies of the Amendment signed by the Consulting Engineer and the Executive Engineer.

Amendment description:

- This amendment contains a request to extend the tank evaluation period completion date from the spring of 2018 to December 31, 2018. Weather conditions prevented TIC from inspecting the final three tanks in the contract; Janice, Long and Eden 4, during the spring inspection window.
- The amendment also includes a scope and price reduction for the Eden 3 tank inspection. The inspection was changed from a full internal and external inspection to an external only inspection because the interior was scheduled for painting under another contract. The resulting deduct is \$3403.50 reducing the contract total from \$299,256.74 to \$295,853.24.

MTH\*imb

Attachments

cc: R.Stoll

L.Kowalski

CONT-TIC-002-1601-I-011

ERIE COUNTY WATER AUTHORITY  
 PROFESSIONAL SERVICES CONTRACT  
 AMENDMENT No. 1

Project No. 201600068 Contract No. TIC-002  
 Job No. \_\_\_\_\_ EC No. \_\_\_\_\_  
 OWIP No. \_\_\_\_\_ Entered by/Date jmf 05/07/2018  
 Title: Water Tank Inspections, Cleaning, and Disinfection

Consultant: TANK INDUSTRY CONSULTANTS, INC.

Description of Change to Contract:

1. Extend tank evaluation period completion from the spring of 2018 to December 31, 2018.
2. Price reduction in Eden 3 tank evaluation.

Reason for Change:


1. Inclement weather prevented scheduled inspection of the three remaining tanks: Long, Janice, and Eden 4.
2. Scope changed to external inspection only for Eden 3 tank evaluation.

Compensation:


1. No change.
2. Price reduction of \$3,403.50

APPROVED BY:

TANK INDUSTRY CONSULTANTS, INC.

 25.14.18  
 Gregory R. Stein, P.E., Date  
 Managing Principal

ERIE COUNTY WATER AUTHORITY

 5/18/18  
 Russell J. Stoll, P.E. Date  
 Executive Engineer

Original Contract Amount \$299,256.74  
 Amendment No.1 -\$3,403.50  
 New Contract Amount \$295,853.24

Jerome D. Schad Date  
 Chairman

**ECWA Owned**

Wehrle  
Trevett  
Sturgeon Point Clearwell (2 tanks)  
Broadway  
Eden 3  
Eden 4  
Eden 2  
Sturgeon Point Washwater Tank  
Marilla  
Pine Hill  
Benning Road  
Scherrf Road  
Ward Road  
Chestnut Ridge  
Veterans Park

**Lease Managed**

Crestwood  
Wohlhueter Road Tank  
Rice Hill  
Cole

**B. TANK EVALUATIONS**

Consultant shall provide all engineering services necessary to fully evaluate the twenty-seven water storage tanks described in Section 2.A, including, but not limited to, the following:

1. Conduct a kick-off meeting and progress meetings with the Authority when appropriate.
2. Coordinate times with the Authority for each tank inspection. The Authority will remove from service and drain each tank as required to complete field assessment.
3. Clean the interior of each tank using a high pressure pump to remove any sediment from the tank. The sediment will be placed in containers provided by the Authority.
4. Perform tank inspections and evaluations for all tanks listed in Section 2.A, but excluding any tanks deleted by the Authority. It is anticipated that there will be five (5) mobilizations required to complete the inspections. This work shall be completed by the Spring of 2018.
5. Provide all rigging necessary to evaluate the interior and exterior of each tank to identify sanitary, safety, and/or structural deficiencies.
6. Obtain and review available information.
7. Inspect foundation and anchors, note substandard conditions.
8. Note condition of structural components and tank accessories such as, but not limited to, struts, sway rods, ladders, balconies, manways, overflow inlet and outlet, vents, etc.
9. Identify signs of leakage, especially in areas of seams and rivets.
10. Assess condition of interior and exterior wall surfaces and evaluate effect of corrosion. Obtain measurements of scaling and pit depth as necessary. Obtain ultrasonic thickness measurements of the steel to analyze any deviations from the original thickness.

**D. ENGINEERING COST SCHEDULE**

1.	Tank Evaluation Costs:	
	Van de Water North Equalization	\$7,821.60
	Van de Water South Equalization	\$7,821.60
	Guenther	\$5,890.70
	Sandridge	\$8,033.70
	Windom	\$17,955.30
	Wehrle	\$8,033.70
	Trevett	\$6,820.73
	Janice	\$8,018.70
	Long	\$8,018.70
	Sturgeon Point East Clearwell	\$17,838.90
	Sturgeon Point West Clearwell	\$17,838.90
	Crestwood	\$6,827.92
	Broadway	\$5,890.70
	Eden 2	\$8,021.70
	Marilla	\$7,315.20
	Eden 3	\$8,018.10
	Benning Road	\$7,818.60
	Cole Road	\$7,818.60
	Scherff Road	\$7,818.60
	Eden 4	\$7,819.20
	Rice Hill	\$7,819.80
	Sturgeon Point Washwater	\$5,406.90
	Ward Road	\$7,821.60
	Wohlhueter Road	\$6,827.46
	Chestnut Ridge	\$6,631.80
	Veterans Park	\$4,892.40
	Pine Hill	\$10,699.25
2.	Meeting (Kick-off and Progress)	\$6,012.00
3.	Annual Reports	\$4,102.70
4.	Annual Rate Increase	\$7,601.68
5.	Special Services	\$50,000.00
	<b>TOTAL ENGINEERING COST</b>	<b>\$299,256.74</b>

4. **SUBCONTRACT AND ASSIGNMENT:** The Consultant may not subcontract or delegate any of the work, services, and/or other obligations of the Consultant without the express written consent of the Authority. The Authority and the Consultant bind themselves and their successors, administrators and assigns to the terms of this Agreement. The Consultant shall not assign, sublet or transfer its interest in the Agreement without the written consent of the Authority.
5. **AMENDMENTS:** No modification or variation from the terms of this Agreement shall be effective unless it is in writing and authorized by a resolution of the Board of Commissioners of the Authority and signed by all parties.

## PROFESSIONAL SERVICES CONTRACT

AGREEMENT made this 24<sup>th</sup> day of March, 2016, by and between

**ERIE COUNTY WATER AUTHORITY**

295 Main Street, Room 350  
Buffalo, New York 14203

hereinafter referred to as the "Authority", and

**TANK INDUSTRY CONSULTANTS, INC.**

7740 West New York Street  
Indianapolis, Indiana 46214

hereinafter referred to as "Consultant".

**WHEREAS**, the Authority desires to contract with the Consultant to render professional services upon the terms and for the consideration hereinafter stated;

**WHEREAS**, the Consultant represents that it is properly qualified to render such services, and

**WHEREAS**, the parties desire to set forth herein the terms and conditions under which the said professional services will be furnished,

**NOW, THEREFORE**, in consideration of mutual promises herein set forth, the parties agree as follows:

**1. QUALIFICATIONS OF CONSULTANT:**

The Consultant shall perform its services under this agreement in a skillful and competent manner in accordance with the prevailing standards of the consulting profession. The Consultant will be responsible to the Authority for errors or omissions in the performance of its services and failure to perform thereof.

**2. SCOPE OF SERVICES:**

**A. PROJECT DESCRIPTION:**

This project consists of the cleaning, inspection, disinfection, and the preparation of evaluation reports for the following ECWA owned and lease managed water storage tanks:

**ECWA Owned**

Van de Water Sludge Equalization (2 tanks)  
Guenther  
Windom

**Lease Managed**

Sandridge  
Janice  
Long

**ECWA Owned**

Wehrle  
Trevett  
Sturgeon Point Clearwell (2 tanks)  
Broadway  
Eden 3  
Eden 4  
Eden 2  
Sturgeon Point Washwater Tank  
Marilla  
Pine Hill  
Benning Road  
Scherff Road  
Ward Road  
Chestnut Ridge  
Veterans Park

**Lease Managed**

Crestwood  
Wohlhueter Road Tank  
Rice Hill  
Cole

**B. TANK EVALUATIONS**

Consultant shall provide all engineering services necessary to fully evaluate the twenty-seven water storage tanks described in Section 2.A, including, but not limited to, the following:

1. Conduct a kick-off meeting and progress meetings with the Authority when appropriate.
2. Coordinate times with the Authority for each tank inspection. The Authority will remove from service and drain each tank as required to complete field assessment.
3. Clean the interior of each tank using a high pressure pump to remove any sediment from the tank. The sediment will be placed in containers provided by the Authority.
4. Perform tank inspections and evaluations for all tanks listed in Section 2.A, but excluding any tanks deleted by the Authority. It is anticipated that there will be five (5) mobilizations required to complete the inspections. This work shall be completed by the Spring of 2018.
5. Provide all rigging necessary to evaluate the interior and exterior of each tank to identify sanitary, safety, and/or structural deficiencies.
6. Obtain and review available information.
7. Inspect foundation and anchors, note substandard conditions.
8. Note condition of structural components and tank accessories such as, but not limited to, struts, sway rods, ladders, balconies, manways, overflow inlet and outlet, vents, etc.
9. Identify signs of leakage, especially in areas of seams and rivets.
10. Assess condition of interior and exterior wall surfaces and evaluate effect of corrosion. Obtain measurements of scaling and pit depth as necessary. Obtain ultrasonic thickness measurements of the steel to analyze any deviations from the original thickness.

11. Evaluate concrete surfaces for spalling, exposed reinforcing wire, evidence of leakage, and other items requiring rehabilitation.
12. Record visual observations of overall coating condition with description of chalking, peeling, coating faults, etc.
13. Identify anticipated remaining useful life of the coating.
14. Record evidence of excessive sedimentation.
15. Record total dry film thickness measurements.
16. Assess coating adhesion condition.
17. Obtain a coating sample from the interior and exterior and have analyzed for lead, cadmium, and chromium content.
18. Summarize and describe the overall configuration and coatings history of the tank based on available record information and site observations.
19. Evaluate the tank site and special considerations, such as, but not limited to security, site drainage, electrical service, and proximity to buildings.
20. Evaluate the equipment, antennas, cables, mounting brackets, penetrations, etc. of the various cellular phone companies.
21. Provide photographic record of observations to adequately portray the overall findings of the inspection.
22. Obtain measurements and identify components and configuration of the tank overflow system.
23. Provide recommendations for repairs and modifications to bring the tank into compliance with present AWWA, OSHA, NYSDOH, and sanitary standards and regulations.
24. Identify and prioritize the need for structural, site, and coatings repairs. If applicable, offer alternatives that may extend usefulness prior to need for major rehabilitation.
25. Identify items to be detailed in the preparation of contract documents for repairs and rehabilitation and provide recommendations and alternatives for repair methods and techniques. Discuss the advantages and disadvantages of each alternative given.
26. Evaluate impact of coatings containing lead, cadmium, or chromium, if found, on repair procedures.
27. Prepare present worth cost analyses for the recommended repairs, modifications, and painting options. Provide the replacement cost of the tank for cost comparison.
28. After the interior inspection is complete, disinfect the tank according to AWWA Standard C652-02 Method 2. The Authority will be responsible for filling each tank, collecting bacteriological samples, and having the samples analyzed.
29. Provide three copies and an electronic copy of the Draft Engineering Report for each tank for review and comment by the Authority with the observations and recommendations for rehabilitation and maintenance as well as budget estimates.
30. Provide three copies and an electronic copy of the Final Engineering Report for each tank that addresses the Authority's comments from the

draft reports. Reports shall be certified by a New York State Licensed Professional Engineer.

31. Provide three copies of the 2016, 2017, and 2018 Annual Program Report which will include a summary of site, security, and tank findings, prioritized recommendations for the rehabilitation/maintenance program, and a cost summary for the recommended program.

### **C. SPECIAL SERVICES**

The Authority may require the Consultant to provide or arrange for and assist in obtaining one or more of the following special services in carrying out the project. Because it is not possible to determine in advance the need for or the cost of such services, these are included as separate elements of cost which shall be separately negotiated. These services include:

1. Additional copies of reports.
2. Extra travel and subsistence for the Consultant and his staff beyond that normally required under ordinary circumstances, when authorized by the Authority.
3. TCLP testing of tank sediment.
4. Disposal of tank sediment characterized as hazardous.
5. Underwater evaluations by a Certified Commercial Diver.
6. Vacuum removal of sediment.
7. Inspection and evaluation of additional water storage tanks.

## **3. PAYMENT FOR SERVICES:**

### **A. ENGINEERING SERVICES – TANK EVALUATIONS**

For services described under Section 2A and 2B, the Authority shall pay Consultant a lump sum which will include all expense, labor, and cost associated with each tank. Payment will be made monthly based on the percentage of completion up to 70% of the lump sum amount for each tank. After submission by the Consultant to the Authority of a draft report, payment will be made monthly based on the percentage of completion up to 90% of the total lump sum amount for each tank. The balance of the lump sum amount for each tank will be paid when the final report is submitted to the Authority.

### **B. SPECIAL SERVICES**

For services described under Section 2C, Special Services, the Authority shall pay Consultant an amount to be negotiated at the time such service is required.

### **C. AUDIT**

The Authority reserves the right to audit the Consultant's records to verify bills submitted and representations made. For this purpose, the Consultant agrees to make company records available for inspection upon written notice by the Authority. The Authority shall have two years from the date of the Consultant's final bill to complete its audit. If the audit establishes an overcharge, Consultant agrees to refund the excess.



**D. ENGINEERING COST SCHEDULE**

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5. **AMENDMENTS:** No modification or variation from the terms of this Agreement shall be effective unless it is in writing and authorized by a resolution of the Board of Commissioners of the Authority and signed by all parties.

6. **RIGHT TO TERMINATE:** The Authority reserves the right to terminate the Consultant's services at any time, without cause, based on seven (7) days' written notice. Consultant shall not be entitled to lost profit and shall perform only such services, after notification of termination, as the Authority directs.
7. **INDEMNIFICATION:** The Consultant shall indemnify the Authority against any and all claims arising from the services performed by the Consultant herein and shall defend and hold harmless the Authority from and against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees based upon or arising out of damage to property or injury to persons or other tortious conduct caused or contributed to it by the Consultant or anyone under its direction or control or on its behalf in the course of its negligent performance under this Agreement. The Consultant further agrees to indemnify, defend and hold harmless the Authority from any and all claims in reference to the services performed by the Consultant hereunder which may infringe on a patent, copyright, trade secret or other proprietary right of any third party.
8. **CONFIDENTIAL INFORMATION:** In order to assist the Consultant in the performance of this Agreement, the Authority may provide the Consultant with confidential information including, but not limited to information relative to the services to be performed. All information received by the Consultant in any fashion and under any conditions resulting from the rendering of the services in consideration of this agreement, are considered confidential. The Consultant shall hold in confidence and not disclose to any person or any entity, any information regarding information learned during the performing of services including but not limited to information relative to the services to be performed.

The Consultant shall use at least the same degree of care to protect and prevent unauthorized disclosure of any confidential information as it would use to protect and prevent unauthorized disclosure of its own proprietary information. The Consultant shall use confidential information only in the performance of this Agreement. No other use of the confidential information whether for the consultant's benefit or for the benefit of others shall be permitted.

In no event is the Consultant authorized to disclose confidential information without the prior written approval of the Authority. Consultant may provide such information to its subconsultants for the purpose of performing the services; or disclose such information, with notice to the Authority, if such information is required to be disclosed by law or court order. The terms of this paragraph shall be binding during and subsequent to the termination of this agreement.

9. **INSURANCE:** The Consultant shall secure and maintain such insurance as will protect itself from claims under the Workers' Compensation Act; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to or destruction of property including loss of use resulting therefrom in the amounts indicated on Exhibit "A". The

Consultant shall provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of its services. The Consultant shall provide Certificates of Insurance certifying the coverage required by this provision.

10. **COPYRIGHTS, TRADEMARKS, AND LICENSING:** All materials produced under this Agreement, whether produced by the Consultant alone or with others, and whether or not produced during regular working hours, shall be considered the property of the Consultant. The Consultant hereby grants the Authority an irrevocable, exclusive, royalty-free license in perpetuity, granting the Authority permission to copy; sell; distribute; provide to other consultants, contractors, and municipal customers; and utilize for any of the Authority's purposes; copies of all materials produced under this agreement, including but not limited to reports, photographs, analyses, evaluations, assessments, summaries, measurements, and recommendations, and to incorporate the copyright work, in whole or in part, into derivative works for sale and distribution. The Consultant further agrees that the Authority shall be the sole licensee, and the Consultant shall not enter into any additional licenses or sublicenses of any of the material produced under this Agreement. Further, the Consultant agrees that it shall not copy, sell, or distribute the material provided under this agreement, except for retaining a copy for the Consultant's records, without the express written consent of the Authority, where such consent shall not be unreasonably withheld.

In performing work under this agreement, the Consultant may be granted access to the Authority's GIS data, documents, and other information. The Consultant understands and agrees that the use of such data, documentation and information shall be treated as confidential information and the Consultant shall abide by the terms and conditions of any confidentiality and copyright leasing agreements (attached as Exhibit "B").

11. **NEW YORK LAW AND JURISDICTION:** Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement which is not disposed of by agreement between the Consultant and the Authority shall be governed, interpreted and decided by a Court of competent jurisdiction of the State of New York in accordance with the laws of the State of New York.
12. **CONFLICTS OF INTEREST:** The Consultant represents that it has advised the Authority in writing prior to the date of signing this Agreement of any relationships with third parties, including competitors of the Authority, which would present a conflict of interest with the rendering of the services, or which would prevent the Consultant from carrying out the terms of this Agreement or which would present a significant opportunity for the disclosure of confidential information. The Consultant will advise the Authority of any such relationships that arise during the term of this Agreement. The Authority shall then have the option to terminate the Agreement without further liability of the Consultant, except to pay for services actually rendered.

13. **ADDITIONAL CONDITIONS:** The Consultant and the Authority acknowledge that there may be additional conditions, terms and provisions which shall apply specifically to the services to be performed. The parties agree to negotiate in good faith to agree upon such additional terms.
14. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein. This Agreement supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written with respect to the subject matter hereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.
15. **INDEPENDENT STATUS:** Nothing contained in the Agreement shall be construed to render either the Authority or the Consultant a partner, employee or agent of the other, nor shall either party have authority to bind the other in any manner, other than as set forth in this Agreement, it being intended that the Consultant shall remain an independent contractor responsible for its own actions. The Consultant is retained by the Authority only for the purpose and to the extent set forth in this Agreement.

The Consultant is free to choose the aggregate number of hours worked and substantially all of the scheduling of such hours as it shall see fit at its discretion within the limitations set forth hereinbefore in Paragraph 2.

Neither the Consultant nor its employees shall be considered under the provisions of this Agreement or otherwise as having an employee, servant or agency status or as being entitled to participate in any plans, arrangements or distributions of the Authority.

In providing the services under this Agreement, the Consultant represents and warrants that it has complied with all applicable federal, state and local laws particularly with respect to licenses, withholdings, reporting and payment of taxes. The Consultant agrees to furnish copies of documentation to the Authority evidencing its compliance with such laws. The Consultant further represents and warrants that any income accruing to the Consultant and its employees from the Agreement shall be reported as such to the appropriate taxation authorities.

16. **COMPLIANCE:** The Consultant agrees that the Agreement herein shall be in compliance with and governed by the provisions of Section 2875, 2876 and 2878 of the Public Authorities Law of the State of New York. The Consultant further affirms under the penalties of perjury that there was no collusion in the proposal submitted herein to ECWA which forms the basis of the within Agreement.

17. **GRATUITIES:** The Consultant prohibits its employees from using their positions for personal financial gain, or from accepting any personal advantage from anyone under circumstance which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. The Consultant or its employees shall not, under circumstances which might be reasonably interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of the Authority.
18. **NOTICE:** Any notices required by this Agreement or otherwise shall be delivered by United States Postal mail or personal delivery upon the addresses hereinbefore stated. Any change in such addresses shall be required to be in writing to the other party and acknowledged as such.
19. **SEVERABILITY:** If any provision of this agreement shall be held invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of all other provisions of this agreement shall not be affected thereafter.
20. **TERMINATION:** The Authority reserves the right to terminate this contract in the event it is found that the Certification filed by the Consultant in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Consultant in accordance with the written notification terms of this contract.

**ERIE COUNTY WATER AUTHORITY**

By Earl L. Jann  
Earl L. Jann, Chairman

**TANK INDUSTRY CONSULTANTS, INC.**

By Gregory R. Stein  
Gregory R. Stein, P.E., Managing Principal

**STATE OF NEW YORK )**  
**COUNTY OF ERIE ) ss:**

On the 24<sup>th</sup> day of March, in the year 2016, before me personally came Earl J. Jann, to me known, who, being by me duly sworn, did depose and say that he resides in Aurora, New York, that he is the Chairman of the Corporation described in the above instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.

Sharon L. Zajdel  
Notary Public

**SHARON L. ZAJDEL**  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires March 30, 2018

**STATE OF Indiana)**  
**COUNTY OF Marion) ss:**

On the 21<sup>st</sup> day of March, in the year 2016 before me personally came Gregory R. Stein, P.E., to me known, who, being by me duly sworn, did depose and say that he resides in Camel, Indiana, that he is the Managing Principal of the Corporation described in the above instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.

James F. Snodgrass  
Notary Public

**JAMES F. SNODGRASS**  
Notary Public - Seal  
State of Indiana  
Marion County  
My Commission Expires Jan 22, 2023

**EXHIBIT A**  
**INSURANCE REQUIREMENTS**  
**ERIE COUNTY WATER AUTHORITY**

**Erie County Water Authority Insurance Requirements for Professional Services**

**Project Number:** 201600068

**Description:** Tank Inspections.

The following minimum insurance requirements shall apply to professional service providers under agreement with the Erie County Water Authority (ECWA). The professional service provider carries relevant insurance for the services covered. If at anytime, in the opinion of ECWA, there is an unusual or exceptional risk, ECWA may establish additional insurance requirements for the duration of the agreement. All insurance required herein shall be obtained at the sole cost and expense of the professional service provider, including deductibles and self-insured retentions. These requirements include but are not limited to the minimum insurance requirements.

An X indicates insurance coverage is required.

X **Commercial General Liability Insurance:** (including, but not limited to, Bodily (Personal) Injury, Premises Operations, Property Damage Liability (broad form), Contractual Liability, Advertising Injury, Independent Contractors, Product Liability, Completed Operations Liability and Explosion, Collapse and Underground Coverage) – in an amount not less than \$1,000,000 combined single limit and \$2,000,000 in the aggregate:

X **Per Policy**

\_\_\_ **Per Project or Job**

\_\_\_ **Per Location**

There should be no exclusions for any claims filed, actual or alleged, for violation of any applicable statute including, but not limited to, the New York State or federal labor laws, ordinances, administrative orders, executive orders, rules, regulations, or decrees of any court of competent jurisdiction.

X **Commercial Business Automobile Insurance** in an amount of not less than \$1,000,000 each accident and shall cover liability arising out of any automobile owned, leased, hired, borrowed and non-owned automobiles. Additionally, if vehicles are used for transporting hazardous materials, the contractor shall obtain and maintain the “broadened” coverage (endorsement CA 99 48 10 01 or CA 99 48 12 93), as well as proof of MCS 90 04 00.



**X** **Excess Umbrella Liability Insurance:**

**X** \$1,000,000 in the aggregate

       \$2,000,000 in the aggregate

       \$3,000,000 in the aggregate

       \$4,000,000 in the aggregate

       \$5,000,000 in the aggregate

**X** **Per Policy**

       **Per Project or Job**

       **Per Location**

**X** **Professional Liability Insurance:** Per each occurrence and in the aggregate. Continuous coverage shall be maintained, or on an extended discovery period ("tail coverage"), for a period of not less than two years from the time the agreement has been completed in an amount of not less than:

**X** \$1,000,000 in the aggregate

       \$2,000,000 in the aggregate

       \$3,000,000 in the aggregate

       \$4,000,000 in the aggregate

       \$5,000,000 in the aggregate

**X** **Per Policy**

       **Per Project or Job**

       **Per Location**

**X Workers' Compensation and Employers' Liability and New York State Disability Benefits Insurances, as required by New York State statute.**

Certificates of Insurance and renewals, on forms approved by the New York State Department of Insurance, must be submitted to ECWA prior to the award of contract. Each insurance carrier issuing a Certificate of Insurance shall be rated by A. M. Best no lower than "A-" with a Financial Strength Code (FSC) of at least VII. The professional service provider shall name ECWA, its officers, agents and employees as additional insured on a Primary and Non-Contributory Basis, including a Waiver of Subrogation endorsement (form CG 20 26 11 85 or equivalent), on all applicable liability policies. Any liability coverage on a "claims made" basis should be designated as such on the Certificate of Insurance.

To avoid confusion with similar insurance company names and to properly identify the insurance company, please make sure that the insurer's National Association of Insurance Commissioners (N.A.I.C.) identifying number or A. M. Best identifying number appears on the Certificate of Insurance.

Acceptance of a Certificate of Insurance and/or approval by ECWA shall not be construed to relieve the professional service provider of any obligations, responsibilities or liabilities.

Certificates of Insurance should be e-mailed to [AALESSI@ECWA.ORG](mailto:AALESSI@ECWA.ORG). or mailed to Mr. Anthony Alessi, ECWA Claims Representative/Risk Manager, Erie County Water Authority, 295 Main Street – Room 350, Buffalo, New York 14203-2494, or If you have any questions you can contact Mr. Alessi by e-mail or phone (716) 849-8477.

Please refer to the bid and the contract document(s) for additional information regarding insurance requirements.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A :	NAIC #
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**      **CERTIFICATE NUMBER:**      **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
	<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 Professional Liability Claims Made:      Retroactive Date: Occurrence:		N/A				WC STATUTORY LIMITS      OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ Each Claim: Aggregate:	
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Additional Insured on a Primary and non-contributory basis (General and Auto Liability): Erie County Water Authority Additional Insured form CG 20 26 or equivalent.							

SAMPLE

<p><b>CERTIFICATE HOLDER</b></p> <p>Erie County Water Authority                  295 Main St, Suite 350                  Buffalo, NY 14203</p> <p>Attn: Anthony Alessi</p>	<p><b>CANCELLATION</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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# Understanding New York Workers Compensation Board Workers Compensation and N.Y.S Disability Benefits Liability

This is a brief description for governmental organizations to validate vendor workers compensation and NYS Disability Benefits coverage. These requirements should be used when applying for permits, licenses or secure contracts. Copies should be obtained not only at the initial issuance but at renewal as well. A full instruction manual can be obtained from the Workers Comp Board.

The forms discussed are:

- 1) Form CE-200- Affidavit of Exemption (obtain at: [www.wcb.state.ny.us/content/ebiz/wc\\_db\\_exemptions/requestExemptionOverview.jsp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp))
  - Acceptable proof that the business listed is exempt from providing workers' compensation and/or disability insurance coverage.
  
- 2) Workers Compensation
  - Form C-105.2: Certificate of Workers Compensation (WC) (Obtain from your insurance agent)
    - All private NYS licensed workers' compensation carriers are required to issue the C-105.2.
  
  - Form SI- 12: Certificate of WC when self-insured. (Obtain from workers compensation board)
    - Only the Self-Insurance Office of the Workers' Compensation Board issues the SI-12. The Self-Insurance Office can be contacted at **518-402-0247**. **Only one legal name and Federal Employer Identification Number can be listed on each Form SI-12. (Multiple legal entities must not be listed.)**
  
  - Form GSI- 105.2: Certificate of WC when participating in a group self-insured program.
    - The self-insurance administrator of the group completes the form.
  
  - Form U-26.3: Certificate of WC
    - Acceptable proof that the business has workers' compensation coverage through the New York State Insurance Fund. Only available through (NYSIF).
  
- 3) New York State Disability Benefits Law (DBL)
  - Form DB-120.1: Certificate of DBL Insurance (obtain from workers compensation board)
    - The DB-120.1 must be completed by either the NYS statutory disability benefits insurance carrier, or a licensed NYS insurance agent of that carrier. The form can be obtained by contacting the Bureau of Compliance. ([certificates@wcb.state.ny.us](mailto:certificates@wcb.state.ny.us))
  
  - Form DB-155: Certificate of DBL Self-Insurance
    - The Self-Insurance Office of the Workers' Compensation Board issues the DB-155. The Board's secretary will approve the DB-155. The Self-Insurance Office can be contacted at **518-402-0247**.
  
- 4) Exemption 1, 2, 3, or 4 Family, Owner Occupied residence (<http://www.wcb.state.ny.us/content/main/forms/bp-1.pdf>)

NOTE: ACORD Certificates of Insurance are not acceptable proof. Must use one of the forms noted above:



**Certificate of Attestation of Exemption  
 From New York State Workers' Compensation  
 and/or Disability Benefits Insurance Coverage**

*\*\*This form cannot be used to waive the workers' compensation rights or obligations of any party.\*\**

The applicant may use this Certificate of Attestation of Exemption ONLY to show a government entity that New York State specific workers' compensation and/or disability benefits insurance is not required. The applicant may NOT use this form to show another business or that business's insurance carrier that such insurance is not required.

Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

<p align="center"><b>In the Application of (Legal Entity Name and Address):</b></p> <p><b>JOHN SMITH                  123 MAIN STREET                  ALBANY, NY 12207                  III-111-1111                  Federal ID Number: XXXXX6789</b></p>	<p align="center"><b>Business Applying For: BUILDING PERMIT</b></p> <p>From: <b>CITY OF ALBANY, DEPT OF BUILDING AND CODES</b>                  The location of where work will be performed is                  123 ACME AVENUE, ALBANY, NY 12203.                  Estimated dates necessary to complete work associated with the building permit are from October 14, 2008 to March 31, 2009.                  The estimated dollar amount of project is \$25,001 - \$50,000</p>
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**Workers' Compensation Exemption Statement:**  
 The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason:  
 The business is owned by one individual and is not a corporation. Other than the owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.

**Disability Benefits Exemption Statement:**  
 The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY BENEFITS INSURANCE COVERAGE** for the following reason:  
 The business is owned by one individual or is a partnership (LLC, LLP, PLLP or a RLLP) under the laws of New York State and is not a corporation; or is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation, each individual must be an officer and own at least one share of stock) or is a business with no NYS location. In addition, the business does not require disability benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability Benefits Law.)

I, JOHN SMITH, am the Sole Proprietor with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

<b>SIGN HERE</b>	Signature:	Date:
Exemption Certificate Number <b>2008-00197</b>		Received <b>October 2, 2008</b> NYS Workers' Compensation Board

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p><b>1a. Legal Name &amp; Address of Insured (Use street address only)</b></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><b>1b. Business Telephone Number of Insured</b></p> <p><b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b></p> <p><b>1d. Federal Employer Identification Number of Insured or Social Security Number</b></p>
<p><b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b></p>   	<p><b>3a. Name of Insurance Carrier</b></p> <p><b>3b. Policy Number of entity listed in box "1a"</b></p> <p><b>3c. Policy effective period</b> _____ to _____</p> <p><b>3d. The Proprietor, Partners or Executive Officers are included. (Only check box if all partners/officers included) all excluded or certain partners/officers excluded.</b></p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled 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 the 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.

**Please Note: Upon the cancellation of the workers' compensation 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 Workers' Compensation Coverage or other authorized proof that 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 or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.**

Approved by: \_\_\_\_\_  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: \_\_\_\_\_  
(Signature) (Date)

Title: \_\_\_\_\_

Telephone Number of authorized representative or licensed agent of insurance carrier: \_\_\_\_\_

**Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.**

## 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.

**SAMPLE**

Form SI-12



STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD  
SELF-INSURANCE OFFICE  
20 PARK STREET - ROOM 206  
ALBANY, NY 12207



(518) 402-0247  
FAX (518) 402-6199

COMPLIANCE WITH DISABILITY BENEFITS LAW  
(Pursuant To Section 220, subd. 4 of the Disability Benefits Law)

EMPLOYER	FEDERAL EMPLOYER IDENTIFICATION NUMBER
	LOCATION OF OPERATION
ADDRESS (HOME OR MAIN OFFICE)	OPERATION TO BE COVERED OR ABOUT:

There are on file with the Workers' Compensation Board, documents indicating that the above-named employer has complied with the Disability Benefits Law with respect to all of his or her employees in the following manner:

- By approved self-insurance pursuant to Section 211, subdivision 3 of the Disability Benefits Law.
- By a combination of approved self-insurance pursuant to Section 211, subdivision 3 of the Disability Benefits Law and insurance with authorized insurance carrier(s).

Date:

By: \_\_\_\_\_  
Gina Wagoner  
WC Examiner

DB-155 (1004)

THIS AGENCY EMPLOYS & SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION





# New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

Phone: (888) 997-3863

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\*

POLICYHOLDER	CERTIFICATE HOLDER
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POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE 01/01/2009 TO 05/01/2010	DATE 1/8/2009
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THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2058 840-6 UNTIL 05/01/2010, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 05/01/2010 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE DOES NOT APPLY TO BUILDING DEMOLITION.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

*John Manetti*

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790  
VALIDATION NUMBER: 107031806

0/CD23592-21/94

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD  
**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION  
GROUP SELF-INSURANCE**

1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only)	1d. Business Telephone Number of Business referenced in box "1a"
	1e. NYS Unemployment Insurance Employer Registration Number of Business referenced in box "1a"
1b. Effective Date of Membership in the Group	
1c. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> included (Only check box if all partners/officers included) <input checked="" type="checkbox"/> all excluded or certain partners/officers excluded	1f. Federal Employer Identification Number of Business referenced in box "1a"
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder)	3. Name and Address of Group Self-Insurer

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 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: \_\_\_\_\_  
(Print name of authorized representative of the Group Self-Insurer)

Certified by: \_\_\_\_\_  
(Signature) (Date)

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD  
**CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW**

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

<p>1a. Legal Name and Address of Insured (Use street address only)</p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p><b>State University of New York Room 302 1400 Washington Avenue Albany, NY 12222</b></p>	<p>3a. Name of Insurance Carrier</p> <p>3b. Policy Number of entity listed in box "1a":</p> <p>3c. Policy effective period: _____ to _____</p>

4. Policy covers:
- a.  All of the employer's employees eligible under the New York Disability Benefits Law
  - b.  Only the following class or classes of the 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 Benefits insurance coverage as described above

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number \_\_\_\_\_ Title \_\_\_\_\_

**IMPORTANT:** 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 COMPLETE. Mail it directly to the certificate holder.  
If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

**PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" 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 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 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.*

FORM DB-155



STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD  
SELF-INSURANCE OFFICE  
20 PARK STREET - ROOM 206  
ALBANY, NY 12207



(518) 402-0247  
FAX (518) 402-6199

COMPLIANCE WITH DISABILITY BENEFITS LAW  
(Pursuant To Section 220, subd. 8 of the Disability Benefits Law)

EMPLOYER	FEDERAL EMPLOYER IDENTIFICATION NUMBER
	LOCATION OF OPERATION
ADDRESS (HOME OR MAIN OFFICE)	OPERATIONS TO BE REPORTED ON OR ABOUT:

There are on file with the Workers' Compensation Board, documents indicating that the above-named employer has complied with the Disability Benefits Law with respect to all of his or her employees in the following manner:

- By approved self-insurance pursuant to Section 211, subdivision 3 of the Disability Benefits Law.
- By a combination of approved self-insurance pursuant to Section 211, subdivision 3 of the Disability Benefits Law and insurance with authorized insurance carrier(s).

Date:

By: \_\_\_\_\_  
Gina Wagoner  
WC Examiner

DB-155 (3/04)

THIS AGENCY EMPLOYS & SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION

# Affidavit of Exemption to Show Specific Proof of Workers' Compensation Insurance Coverage for a 1, 2, 3 or 4 Family, Owner-occupied Residence

**\*\*This form cannot be used to waive the workers' compensation rights or obligations of any party.\*\***

**Under penalty of perjury**, I certify that I am the owner of the 1, 2, 3 or 4 family, **owner-occupied** residence (including condominiums) listed on the building permit that I am applying for, and I am not required to show specific proof of workers' compensation insurance coverage for such residence because (please check the appropriate box):

- I am performing all the work for which the building permit was issued.
- I am not hiring, paying or compensating in any way, the individual(s) that is(are) performing all the work for which the building permit was issued or helping me perform such work.
- I have a homeowners insurance policy that is currently in effect and covers the property listed on the attached building permit AND am hiring or paying individuals a total of less than 40 hours per week (aggregate hours for all paid individuals on the jobsite) for which the building permit was issued.

I also agree to either:

- ◆ acquire appropriate workers' compensation coverage and provide appropriate proof of that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit if I need to hire or pay individuals a total of 40 hours or more per week (aggregate hours for all paid individuals on the jobsite) for work indicated on the building permit, or if appropriate, file a CE-200 exemption form; OR
- ◆ have the general contractor, performing the work on the 1, 2, 3 or 4 family, **owner-occupied** residence (including condominiums) listed on the building permit that I am applying for, provide appropriate proof of workers' compensation coverage or proof of exemption from that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit if the project takes a total of 40 hours or more per week (aggregate hours for all paid individuals on the jobsite) for work indicated on the building permit.

\_\_\_\_\_  
(Signature of Homeowner)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Homeowner's Name Printed)

Home Telephone Number \_\_\_\_\_

Property Address that requires the building permit:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<p><i>Sworn to before me this _____ day of</i></p> <p>_____, _____.</p> <p>_____ <i>(County Clerk or Notary Public)</i></p>
---

Once notarized, this BP-1 form serves as an exemption for both workers' compensation and disability benefits insurance coverage.

LAWS OF NEW YORK, 1998  
CHAPTER 439

The general municipal law is amended by adding a new section 125 to read as follows:

125. ISSUANCE OF BUILDING PERMITS. NO CITY, TOWN OR VILLAGE SHALL ISSUE A BUILDING PERMIT WITHOUT OBTAINING FROM THE PERMIT APPLICANT EITHER:

1. PROOF DULY SUBSCRIBED THAT WORKERS' COMPENSATION INSURANCE AND DISABILITY BENEFITS COVERAGE ISSUED BY AN INSURANCE CARRIER IN A FORM SATISFACTORY TO THE CHAIR OF THE WORKERS' COMPENSATION BOARD AS PROVIDED FOR IN SECTION FIFTY-SEVEN OF THE WORKERS' COMPENSATION LAW IS EFFECTIVE; OR

2. AN AFFIDAVIT THAT SUCH PERMIT APPLICANT HAS NOT ENGAGED AN EMPLOYER OR ANY EMPLOYEES AS THOSE TERMS ARE DEFINED IN SECTION TWO OF THE WORKERS' COMPENSATION LAW TO PERFORM WORK RELATING TO SUCH BUILDING PERMIT.

## Implementing Section 125 of the General Municipal Law

### 1. General Contractors -- Business Owners and Certain Homeowners

For businesses and certain homeowners listed as the general contractors on building permits, proof that they are in compliance with Section 57 of the Workers' Compensation Law (WCL) is ONE of the following forms that indicate that they are:

- ◆ insured (C-105.2 or U-26.3),
- ◆ self-insured (SI-12), or
- ◆ are exempt (CE-200),

under the mandatory coverage provisions of the WCL. Any residence that is not a **1, 2, 3 or 4 Family, Owner-occupied Residence** is considered a business (income or potential income property) and must prove compliance by filing one of the above forms.

### 2. Owner-occupied Residences

For homeowners of a **1, 2, 3 or 4 Family, Owner-occupied Residence**, proof of their exemption from the mandatory coverage provisions of the Workers' Compensation Law when applying for a building permit is to file form BP-1.

- ◆ Form BP-1 shall be filed if the homeowner of a **1, 2, 3 or 4 Family, Owner-occupied Residence** is listed as the general contractor on the building permit, and the homeowner:
  - ◇ is performing all the work for which the building permit was issued him/herself,
  - ◇ is not hiring, paying or compensating in any way, the individual(s) that is(are) performing all the work for which the building permit was issued or helping the homeowner perform such work, or
  - ◇ has a homeowner's insurance policy that is currently in effect and covers the property for which the building permit was issued AND the homeowner is hiring or paying individuals a total of less than 40 hours per week (aggregate hours for all paid individuals on the jobsite) for the work for which the building permit was issued.
- ◆ If the homeowner of a **1, 2, 3 or 4 Family, Owner-occupied Residence** is hiring or paying individuals a total of **40 hours or MORE** in any week (aggregate hours for all paid individuals on the jobsite) for the work for which the building permit was issued, then the homeowner may not file the "Affidavit of Exemption" form, BP-1(11/04), but shall either:
  - ◇ acquire appropriate workers' compensation coverage and provide appropriate proof of that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit (the C-105.2 or U-26.3 form), OR
  - ◇ have the general contractor, (performing the work on the 1, 2, 3 or 4 family, **owner-occupied** residence (including condominiums) listed on the building permit) provide appropriate proof of workers' compensation coverage, or proof of exemption from that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit.

**STATE OF NEW YORK - WORKERS' COMPENSATION BOARD**  
**ESTADO DE NUEVA YORK - JUNTA DE COMPENSACION OBRERA**  
**NOTICE OF COMPLIANCE**  
**WORKERS' COMPENSATION LAW**

**AVISO DE CUMPLIMIENTO**  
**LEY DE COMPENSACION OBRERA**

**TO EMPLOYEES**

**A EMPLEADOS**

**IMPORTANT INFORMATION FOR EMPLOYEES WHO ARE INJURED OR SUFFER AN OCCUPATIONAL DISEASE WHILE WORKING.**

**INFORMACION IMPORTANTE PARA EMPLEADOS QUE SEAN LESIONADOS O SUFRAN UNA ENFERMEDAD OCUPACIONAL MIENTRAS TRABAJAN.**

1. By posting this notice and information concerning your rights as an injured worker, your compliance with the Workers' Compensation Law.
2. If you do not notify your employer within 30 days of the date of your injury your claim may be disallowed, so do so immediately.
3. You are entitled to obtain any necessary medical treatment and should do so immediately.
4. You may choose any doctor, podiatrist, chiropractor or psychologist referred by a medical doctor that accepts NY State Workers Compensation patients and is Board authorized. However, if your employer is involved in a certified preferred provider organization (PPO) you must first be treated by a provider chosen by your employer and your employer must give you a written statement of your rights concerning further medical care.
5. You should tell your doctor to file copies of medical reports concerning your claim with the Workers' Compensation Board and with your employer's insurance company, which is indicated at the bottom of this form.
6. You may be entitled to lost time benefits if your work-related injury keeps you from work for more than seven days, compels you to work at lower wages or results in permanent disability to any part of your body. You may be entitled to rehabilitation services if you need help returning to work.
7. You should not pay any medical providers directly. They should send their bills to your employer's insurance carrier. If there is a dispute, the provider must wait until the Board makes a decision before it attempts to collect payment from you. If you do not pursue your claim or the Board rules that your injury is not work-related, you may be responsible for the payment of the bills.
8. You are entitled to be represented by an attorney or licensed representative, but it is not required. If you do hire a representative do not pay him/her directly. Any fee will be set by the Board and will be deducted from your award.
9. If you have difficulty in obtaining a claim form or need help in filling it out, or you have any other questions or problems about a job-related injury, contact any office of the Workers' Compensation Board.

1. Su patrono esta cumpliendo la Ley de Compensacion Obrera cuando despliega este comunicado concerniente a sus derechos como trabajador lesionado.
2. Si usted no notifica a su patrono dentro del termino de 30 dias de haber sufrido su lesion su reclamacion podria ser desestimada, por eso notifique inmediatamente.
3. Usted tiene derecho a recibir cualquier tratamiento medico necesario relacionado con su lesion y debe gestionarlo inmediatamente.
4. Para el tratamiento de cualquier lesion o enfermedad relacionada con el trabajo usted puede escoger cualquier medico, podiatra, quiropractico o psicologo (si es referido por un medico autorizado) que esta autorizado y acepte pacientes de la Junta de Compensacion Obrera. Sin embargo, si su patrono esta autorizado a participar en una organizacion certificada de proveedores preferidos (PPO), usted debera obtener tratamiento inicial por cualquier lesion o enfermedad relacionada con el trabajo de la correspondiente entidad. Patronos que participen en cualquiera de estos programas establecidos por ley estan obligados a proporcionar a sus empleados notificacion escrita aplicando sus derechos y obligaciones bajo el programa que este acogido.
5. Usted debera recibir de su Medico que radique copias de los informes medicos de su caso en la Junta de Compensacion Obrera y en la compania de seguros de su patrono, que se indica al final de esta forma.
6. Usted tiene derecho a compensacion si su lesion relacionada con el trabajo le impide trabajar por mas de siete dias, le obliga a trabajar a sueldo mas bajo o resulta en la capacidad permanente de cualquier parte de su cuerpo. Usted puede tener derecho a servicios de rehabilitacion si necesita ayuda para regresar al trabajo.
7. No pague a ningun proveedor medico directamente por tratamiento de su lesion o enfermedad relacionada con el trabajo. Ellos deben enviar sus facturas al asegurador de su patrono. Si el caso es cuestionado, el proveedor debera esperar hasta que la junta decida el caso, antes de iniciar gestion de cobro alguna contra usted. Si usted no tramita su caso o la Junta con el trabajo, usted podria ser responsable del pago de las facturas.
8. No es obligatorio el estar representado en ninguno de los procedimientos de la Junta, pero es un derecho que usted tiene, el estar representado por abogado o por representante licenciado si usted asi lo desea. Si es representado, no pague al abogado o al representante licenciado. Cuando la Junta decida su caso, los honorarios seran determinados por la Junta y descontados de sus beneficios.
9. Si tiene dificultad en conseguir un formulario de reclamacion o necesita ayuda para llenarlo o tiene dudas sobre cualquier situacion relacionada con una lesion o enfermedad comuniquese con la oficina mas cercana de la Junta.

**WORKERS' COMPENSATION BOARD OFFICES**

Albany, 12241 - 100 Broadway-Menands - (866) 750-5157  
 • Brooklyn, 11201 - 111 Livingston St. - Brooklyn - (800) 877-1373  
 Binghamton, 113901 - State Office Bldg. - 44 Hawley St. - (866) 802-3804  
 Buffalo, 14202 - Staller Tower, 107 Delaware Ave. - (866) 211-0645  
 • Hauppauge, 11788 - 220 Rabro Drive - Suite 100 - (866) 881-5354  
 • Hempstead, 11550 - 175 Fulton Avenue - (866) 805-3630  
 • New York, 10027 - 215 W. 1125th St., Manhattan - (800)-877-1373  
 • Peekskill, 10566 - 41 North Division St. (866) 746-0552  
 • Queens, 11432 - 168-46 91st Ave., Jamaica (800) 877-1373  
 Rochester, 14614 - 130 Main Street West - (866) 211-0644  
 Syracuse, 13203 - 935 James St. - (866) 802-3730

**• DOWNSTATE MAIL ADDRESS**

Claims-related mail for the Hauppauge, Hempstead, Peekskill and all NYC offices should be mailed to:  
 PO Box 5205 Binghamton, NY 13902-5205

  
 ARY S. WEISS CHAIR/PRESIDENTZACH

Workers' Compensation benefits, when due, will be paid by

( Los beneficios de Compensacion Obrera, cuando debidos, seran pagados por):

Name of employer (Nombre del patrono)

*SAMPLE*

Effective From \_\_\_\_\_ To \_\_\_\_\_  
 (En Vigor Desde) (Hasta Cancellation)

Policy No. \_\_\_\_\_  
 (Poliza No)

**THIS NOTICE MUST BE POSTED CONSPICUOUSLY IN AND ABOUT THE EMPLOYER'S PLACE OR PLACES OF BUSINESS**

C-105(4-09)  
 S.I.F. U-30e  
 U30SIFSN

PRESCRIBED BY CHAIR  
 WORKERS' COMPENSATION BOARD  
 STATE OF NEW YORK

www.wcb.state.ny.us

Failure by an employer to post this notice in and about the employer's place or places of business may result in a \$250 penalty for each violation.

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

NOTICE OF COMPLIANCE  
DISABILITY BENEFITS LAW  
TO EMPLOYEES

ESTADO DE NUEVA YORK  
JUNTA DE COMPENSACIÓN OBRERA

AVISO DE CUMPLIMIENTO  
LEY DE BENEFICIOS POR INCAPACIDAD  
A LOS EMPLEADOS

- If you are unable to work because of an illness or injury not work-related, you may be entitled to receive weekly benefits from your employer, or his or her insurance company, or from the Special Fund for Disability Benefits.
- To claim benefits You must file a claim form, within 30 days from the first date of your disability, but in no event more than 26 weeks from such date.
- Use one of the following claim forms:  
-if, when your disability begins you are employed or are unemployed for four weeks or less, use WHITE claim form (Form DB-450), which you may obtain from your employer, his or her insurance carrier, your health provider or any office of the Workers' Compensation Board, and send it to your employer or the insurance carrier named below.  
-If, when your disability begins, you have been unemployed more than four weeks, use the GREEN claim form (Form DB-300), which you may obtain from any Unemployment Insurance Office, your health provider, or any office of the Workers' Compensation Board. Send completed claim form to the Workers' Compensation Board, Disability Benefits Bureau Albany, New York 12241.  
**IMPORTANT** Before filing your claim, your health provider must complete the "Health Care Provider's Statement" on the claim form, showing your period of disability.
- You are entitled to be treated by any physician, chiropractor, dentist, nurse-midwife, podiatrist or psychologist of your choice. However, unlike workers' compensation, your medical bills will not be paid unless your employer and/or union provide for the payment of such bills under a Disability Benefits Plan or Agreement.
- If you are ill or injured during the time you are receiving Unemployment Insurance Benefits, file a claim for Disability Benefits as soon as you sustain the injury or illness, by following the instructions outlined above.
- If you are out of work in excess of seven days, your employer is required to send you a Disability Benefits Statement of Rights (Form DB-271).
- Other information about Disability Benefits may be obtained by writing or calling the nearest Workers' Compensation Board Office.

- Si usted no puede trabajar debido a enfermedad o lesión no relacionada con el trabajo, podría tener derecho a recibir, beneficios semanales de su patrón o de la compañía de seguros de él/ella o del Fondo Especial para Beneficios por Incapacidad.
- Para reclamar beneficios usted debe Presentar una forma de reclamación, dentro de 30 días a Partir de la Primera fecha de su incapacidad, pero en ningún caso más de 26 semanas de dicha fecha.
- Use una de las siguientes formas de reclamación:  
-Si, cuando comience su incapacidad usted está empleado o ha estado desempleado por cuatro semanas o menos, use la forma de reclamación BLANCA (form DB-450), la cual puede obtener de su patrón o de la compañía de seguros de él/ella, o de su proveedor de cuidados de salud, o bien de cualquier oficina de la Junta de Compensación Obrera, y envíela a su patrón o a la compañía de seguros nombrada abajo.  
-Si, cuando comience su incapacidad, usted ha estado desempleado más de cuatro semanas, use la forma de reclamación VERDE (form DB-300), la cual puede obtener en cualquier Oficina de Seguro de Desempleo, de su proveedor de salud, o de cualquier oficina de la Junta de Compensación Obrera. Envíe la forma de reclamación, debidamente terminada, a Workers' Compensation Board, Disability Benefits Bureau, Albany, New York 12241.  
**IMPORTANTE** Antes de presentar usted su reclamación, es necesario que su proveedor de salud complete la declaración del médico ("Health Care Provider's Statement") en la forma de reclamación, indicando el periodo de su incapacidad.
- Usted tiene derecho a ser tratado por cualquier medico, quiropráctico, dentista, enfermera-partera, podiatra o psicologo que usted elija. Pero, conlante a la compensación obrera, sus cuentas médicas no serán pagadas a menos que su patrón y/o Unión haga el pago de tales cuentas médicas bajo un Plan o Convenio de Beneficios por Incapacidad.  
Si usted es enfermera usted enfermo o lesionado durante el tiempo que esté recibiendo beneficios del Seguro de Desempleo, presente una reclamación para beneficios por Incapacidad, siguiendo las instrucciones arriba descritas, tan pronto como sufra la lesión o la enfermedad.  
Si usted está desempleado por más de siete días, su patrón está obligado a enviarle la declaración de Derechos de Beneficios por incapacidad (Form DB-271).
- Otras informaciones relativas a Beneficios por incapacidad pueden obtenerse escribiendo o llamando a la oficina mas cercana de la Junta de Compensación Obrera.

WORKERS' COMPENSATION BOARD OFFICES

Albany, 12241 - 100 Broadway-Menands - (518) 474-6681  
Binghamton, 13901 - State Office Bldg - 44 Hawley St. - (607) 721-9333  
Buffalo, 14203-State Office Bldg -125 Main St - (716) 847-3171  
Hempstead, 11550 -175 Fulton Avenue - (516) 560-7145  
Rochester, 14614 - 130 Main Street West - (716) 233-6333  
Syracuse, 13202 - State Office Bldg.-333 E. Washington St. - (315) 428-4465

*Robert R. Snashall*  
Robert R. Snashall  
Chairman (Presidente)

The undersigned employer is in compliance with the provisions of the Disability Benefits Law (El patrón abajo firmante esta en conformidad con las disposiciones de la ley de Beneficios por Incapacidad).  
Disability Benefits, when due, will be paid by ( Los Beneficios por Incapacidad, cuando debidos, serán pagados por):

The benefits provided are (Los beneficios provistos son)

<input type="checkbox"/>	Statutory (Estatutarios)	<input type="checkbox"/>	Under a Plan or Agreement ( Bajo un Plan o Convenio)
--------------------------	-----------------------------	--------------------------	---

Class(es) of employees covered (Clasé(s) de empleados amparados)

ALL EMPLOYEES ELIGIBLE UNDER NY DBL

Name of employer (Nombre del Patrón)

SAMPLE

Effective: From ( \_\_\_\_\_ ) To UNTIL CANCELLED  
(En Vigor Desde) (HASTA)

Policy No \_\_\_\_\_  
(Poliza No.)

THE WORKERS' COMPENSATION BOARD EMPLOYS AND SERVES  
PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION.

LA JUNTA DE COMPENSACIÓN OBRERA EMPLEA Y SIRVE  
A PERSONAS INCAPACITADAS SIN DISCRIMINAR.

By *[Signature]*



**Erie County Water Authority  
ACORD Endorsement Samples**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

SAMPLE ISO FORM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. Liability Coverage** is changed as follows:

1. Paragraph **a.** of the **Pollution Exclusion** applies only to liability assumed under a contract or agreement.
2. Exclusion **B.6. Care, Custody Or Control** does not apply.

**B. Changes In Definitions**

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement; or
  2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

ENDORSEMENT FOR  
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY  
UNDER SECTIONS 29 and 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to  
of

Dated at  
This day of

Amending Policy No. \_\_\_\_\_ Effective Date \_\_\_\_\_

Telephone Number \_\_\_\_\_ Countersigned by \_\_\_\_\_  
Authorized Company Representative

Name of Insurance Company \_\_\_\_\_

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by  
"X", for the limits shown:

This insurance is primary and the company shall not be liable for amounts in excess of  
\$ \_\_\_\_\_ for each accident.

This insurance is excess and the company shall not be liable for amounts in excess of  
\$ \_\_\_\_\_ for each accident in excess of the underlying limit of \$ \_\_\_\_\_  
for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is:

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

**DEFINITIONS AS USED IN THIS ENDORSEMENT**

**ACCIDENT** includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

**MOTOR VEHICLE** means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

**BODILY INJURY** means injury to the body, sickness, or disease to any person, including death resulting from any of these.

**PROPERTY DAMAGE** means damage to or loss of use of tangible property.

**ENVIRONMENTAL RESTORATION** means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

**PUBLIC LIABILITY** means liability for bodily injury, property damage, and environmental restoration.

**ENDORSEMENT FOR  
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY  
UNDER SECTIONS 29 and 30 OF THE MOTOR CARRIER ACT OF 1980**

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo.

It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each accident, and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

**THE SCHEDULE OF LIMITS SHOWN ON THE NEXT PAGE DOES NOT PROVIDE COVERAGE.**

The limits shown in the schedule are for information purposes only.

**ENDORSEMENT FOR  
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY  
UNDER SECTIONS 29 and 30 OF THE MOTOR CARRIER ACT OF 1980**

**SCHEDULE OF LIMITS  
Public Liability**

Type of Carriage	Commodity Transported	Minimum Insurance
(1) For-hire (In interstate or foreign commerce).	Property (nonhazardous).	\$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials; any quantity of Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	5,000,000
(3) For-hire and Private (In interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	5,000,000

## **EXHIBIT B**

### **ERIE COUNTY WATER AUTHORITY CONFIDENTIALITY AND COPYRIGHT LICENSING AGREEMENT**

#### **LICENSE:**

Upon execution of this Agreement, the Licensee acquires from the Licensor a license to use the aforementioned property of the Licensor for the purpose of completing the work under this Agreement.

The Licensor reserves the right to incorporate any Licensee-created data into the Licensor's database.

#### **OWNERSHIP:**

This License Agreement does not constitute a transfer of title or interest in the data. Any portion of the data that is modified or merged into another computer file or program by the Licensee, or is integrated with other programs or data to form derivative products, shall continue to be subject to the provisions of this License Agreement. The Licensor retains ownership of the data and all such portions.

#### **CONFIDENTIALITY CLAUSE:**

The Licensee agrees that all digital data and hard copy from the ECWA GIS Basemap Features provided to the Licensee are copyrighted by the Licensor, are protected by the copyright laws of the United States, and are furnished to the Licensee with all rights reserved. Therefore, the Licensee is hereby permitted to use the digital data and hard copies thereof only for the purposes allowed under this Agreement. The Licensee agrees not to otherwise copy, reproduce or use the digital data, hard copy, or the information contained therein for any other purpose whatsoever.

#### **COPYRIGHT NOTICE:**

The copyright notice included in each of the files is not only to be retained in those files but is also to be included in any copies made of those files. No part of the files may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photographing and recording, or by any information storage or retrieval system, except as expressly permitted in writing by the Erie County Water Authority.

Upon notification by the Licensor of any changes in copyright requirements, the Licensee will make said changes to all subsequent maps or reports, as required.

#### **LIMITATION OF LIABILITY:**

ECWA GIS Basemap Features are compiled to National Map Accuracy Standards for 1"=100' scale mapping by Woolpert, Dayton, Ohio, using Stereo photogrammetric methods from aerial photography dated April, May, and/or November, 1990. The control grid is based on New York



State Plane Coordinates and North American Datum 1983. The parcels are from Erie County Tax Maps which were available in the County Finance office in June of 1993.

The Licensor makes no claims as to the accuracy of the ECWA GIS Basemap Features and assumes no responsibility for their positional or content accuracy. The Licensor makes no claims as to the ability of the ECWA GIS Basemap Features to fulfill Licensee application requirements.

In providing data, the Licensor assumes no obligation to assist the Licensee in the use of the data, or in the development, use, or maintenance of any applications applied to the data.

Licensee recognizes and agrees that the Licensor makes NO REPRESENTATIONS OF ANY KIND INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, NOR ARE ANY SUCH WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE DATA OR INFORMATION FURNISHED.

**TERMINATION:**

The License to use data terminates upon completion of the work under this Agreement.

**LIQUIDATION OF DAMAGES FOR BREACH OF AGREEMENT:**

The parties agree that if Licensee breaches the Agreement and uses or discloses any of the copyrighted information in any way other than that allowed, during or subsequent to the terms of this Agreement for any purpose whatsoever, the damages of the Licensor shall be deemed liquidated at three times the amount of the total value of the data as determined by the Erie County Water Authority.

In addition to treble damages for breach of Agreement, Licensee will additionally forfeit the license acquired to use aforementioned copyrighted property of the Licensor.

**SPECIFIC TERMS OF ACCEPTANCE:**

This Agreement constitutes the entire agreement between the parties.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/28/2017

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 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).

PRODUCER MJ Schuetz Insurance Services 55 Monument Circle, Suite 500 Indianapolis IN 46204	CONTACT NAME: Tessa Russell	FAX (A/C, No.): 317-639-6910	
	PHONE (A/C, No, Ext): 317-548-3946	E-MAIL ADDRESS: russell@mjsis.com	
INSURED TANKI-1 Tank Industry Consultants, Inc 7740 West New York Street Indianapolis IN 46214-2988	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Crum & Forster Specialty Ins		44520
	INSURER B: Continental Insurance Company		35289
	INSURER C: Continental Casualty Company		20443
	INSURER D: Liberty Mutual Ins. Group		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 692339584 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	ADDITIONAL INSURER	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5000 PD Ded <input checked="" type="checkbox"/> XCU not Excluded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	6043292293 02128 20443 A XV	10/1/2017	10/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	6043283870 02118 35289 A XV	10/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000			6043292328 02118 35289 A XV	10/1/2017	10/1/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	131562817284	10/1/2017	10/1/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability Retro Date 03/29/91 Pollution - Retro 10/01/13			PKC-106741 11123 44520 A X II	10/1/2017	10/1/2018	Limit 5,000,000 Ded/Each Claim 5,000 Pollution Limit/Ded 5,000,000/25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Workers Compensation/Employers Liability Policy listed above applies to Indiana.  
Project #: 201600068  
Erie County Water Authority, its officers, agents and employees are shown as additional insured primary noncontributory under General Liability and Automobile. Waiver of Subrogation applies to General Liability, Automobile, and Workers Compensation.  
work comp New York State Insurance Fund 5947992 10/10/16 to 10/10/17

MPO# 1997-TIC-2

APPROVED SEP 29 2017

CERTIFICATE HOLDER Erie County Water Authority 295 Main Street, Ste 350 Buffalo, NY 14203	CANCELLATION 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 M.J. Schuetz Insurance Services

A.M. Best Rating Services

Crum & Forster Specialty Insurance Company 

A.M. Best #: 011123 NAIC #: 44520 FEIN #: 133545069

Administrative Office  
305 Madison Avenue  
Morristown, NJ 07960  
[United States](#)

[View Additional Address Information](#)

Web: [www.cfiins.com](http://www.cfiins.com)  
Phone: 973-490-8600  
Fax: 973-490-6612

Financial Strength Rating



Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional [news, reports and products](#) for this company.

Based on A.M. Best's analysis, [058364 - Fairfax Financial Holdings Limited](#) is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

**Best's Credit Ratings**

**Financial Strength Rating [View Definition](#)**

Rating:	A (Excellent)
Affiliation Code:	r (Reinsured)
Financial Size Category:	XII (\$1 Billion to \$1.25 Billion)
Outlook:	Stable
Action:	Affirmed
Effective Date:	October 20, 2016
Initial Rating Date:	May 30, 1995

**Long-Term Issuer Credit Rating [View Definition](#)**

Long-Term:	a
Outlook:	Stable
Action:	Affirmed
Effective Date:	October 20, 2016
Initial Rating Date:	May 20, 2005

 Denotes [Under Review Best's Rating](#)

**Best's Credit Rating Analyst**

Rating Issued by: A.M. Best Rating Services, Inc.  
Senior Financial Analyst: Darian Ryan  
Director: Jennifer Marshall, CPCU, ARM

**Disclosure Information**



View A.M. Best's [Rating Disclosure Form](#)



[A.M. Best Affirms Credit Ratings of Fairfax Financial Holdings Limited and Majority of Its Subsidiaries](#)  
October 20, 2016

**Rating History**

A.M. Best has provided ratings & analysis on this company since 1995.

**Financial Strength Rating**

Effective Date	Rating
10/20/2016	A
6/4/2015	A
5/30/2014	A
3/28/2013	A
5/3/2012	A

**Long-Term Issuer Credit Rating**

Effective Date	Rating
10/20/2016	a
6/4/2015	a
5/30/2014	a
3/28/2013	a
5/3/2012	a

**AMB Credit Reports**

A.M. Best Rating Services

The Continental Insurance Company (C)

A.M. Best #: 002118 NAIC #: 35289 FEIN #: 135010440

Administrative Office  
333 South Wabash Avenue  
Chicago, IL 60604  
United States

[View Additional Address Information](#)

Financial Strength Rating



Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

Web: [www.cna.com](http://www.cna.com)  
Phone: 312-822-5000

View additional [news, reports and products](#) for this company.

Based on A.M. Best's analysis, [050177 - Loews Corporation](#) is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

**Best's Credit Ratings**

**Financial Strength Rating [View Definition](#)**

Rating:	A (Excellent)
Affiliation Code:	g (Group)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	June 14, 2017
Initial Rating Date:	December 31, 1907

**Long-Term Issuer Credit Rating [View Definition](#)**

Long-Term:	a
Outlook:	Stable
Action:	Affirmed
Effective Date:	June 14, 2017
Initial Rating Date:	June 21, 2005

u Denotes [Under Review Best's Rating](#)

**Best's Credit Rating Analyst**

Rating issued by: A.M. Best Rating Services, Inc.  
Senior Financial Analyst: Gregory Dickerson  
Director: Jennifer Marshall, CPCU, ARM

**Disclosure Information**



View A.M. Best's [Rating Disclosure Form](#)



[A.M. Best Affirms Credit Ratings of CNA Financial Corporation and Its Subsidiaries](#)  
June 14, 2017

**Rating History**

A.M. Best has provided ratings & analysis on this company since 1907.

**Financial Strength Rating**

Effective Date	Rating
6/14/2017	A
2/23/2016	A
12/16/2014	A
12/18/2013	A
1/11/2013	A

**Long-Term Issuer Credit Rating**

Effective Date	Rating
6/14/2017	a
2/23/2016	a
12/16/2014	a
12/18/2013	a
1/11/2013	a

**AMB Credit Reports**

A.M. Best Rating Services

Continental Casualty Company (2)

A.M. Best #: 002128 NAIC #: 20443 FEIN #: 362114545  
 Domiciliary Address  
 333 South Wabash Avenue  
 Chicago, IL 60604  
 United States

Web: [www.cna.com](http://www.cna.com)  
 Phone: 312-822-5000

Financial Strength Rating



Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional [news, reports and products](#) for this company.

Based on A.M. Best's analysis, [050177 - Loews Corporation](#) is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

**Best's Credit Ratings**

**Financial Strength Rating [View Definition](#)**

Rating:	A (Excellent)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	June 14, 2017
Initial Rating Date:	June 30, 1922

**Long-Term Issuer Credit Rating [View Definition](#)**

Long-Term:	a
Outlook:	Stable
Action:	Affirmed
Effective Date:	June 14, 2017
Initial Rating Date:	June 21, 2005

u Denotes [Under Review Best's Rating](#)

**Best's Credit Rating Analyst**

Rating Issued by: A.M. Best Rating Services, Inc.  
 Senior Financial Analyst: Gregory Dickerson  
 Director: Jennifer Marshall, CPCU, ARM

**Disclosure information**



[View A.M. Best's Rating Disclosure Form](#)



[A.M. Best Affirms Credit Ratings of CNA Financial Corporation and Its Subsidiaries](#)  
 June 14, 2017

**Rating History**

A.M. Best has provided ratings & analysis on this company since 1922.

**Financial Strength Rating**

Effective Date	Rating
6/14/2017	A
2/23/2016	A
12/16/2014	A
12/18/2013	A
1/11/2013	A

**Long-Term Issuer Credit Rating**

Effective Date	Rating
6/14/2017	a
2/23/2016	a
12/16/2014	a
12/18/2013	a
1/11/2013	a

## Kathy Sanok

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**From:** Tessa Russell [trussell@mjsis.com]  
**Sent:** Monday, November 07, 2016 3:37 PM  
**To:** Kathy Sanok  
**Subject:** RE: NYS Workers Compensation Form C-105.2 for Tank Industry Consultants  
**Attachments:** 11072016163101-DOC110716.pdf

Hi Kathy,

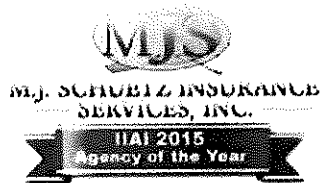
I do apologize for the delay. We have been waiting for the state of New York to give us a policy number and had it received it until just earlier this afternoon. If you need anything further, please let me know.

Thanks!

\*\*Also, please see below that I now have a direct number\*\*

*Tessa Russell*

**WBE CERTIFIED**



M.J. Schuetz Insurance Services  
55 Monument Circle, Ste 500  
Indianapolis, IN 46204  
**317-548-3946 (Direct)**  
317-639-5679 Ext. 131  
317-639-6910 (Fax)  
Check Out Our New Website! [www.mjsis.com](http://www.mjsis.com)

 Please think before you print ☺

**From:** Kathy Sanok [mailto:ksanok@ecwa.org]  
**Sent:** Monday, October 31, 2016 3:38 PM  
**To:** Tessa Russell <trussell@mjsis.com>  
**Cc:** Stella Milli <smilli@mjsis.com>; pjones@tankindustry.com; Ashley Johnson <ajohnson@ecwa.org>; Anthony Alessi <aalessi@ecwa.org>  
**Subject:** FW: NYS Workers Compensation Form C-105.2 for Tank Industry Consultants

Hi Tessa,

I was out of the office for a few days due to a death in my family. I'm following up with you regarding the NYS Workers Comp form C-105.2 we have been asking you to send us. Our records indicate Tank Industries coverage expired 10/01/16. Tomorrow is November 1<sup>st</sup>, so that is 30 days without coverage as far as we know. If you have already sent the form, please be advised I have not received it. Would you kindly e-mail me a new copy indicating that Tank Industries' has Workers Comp coverage for 2016-2017. Should you have questions or need more information, please do not hesitate to contact me. Thanks Tessa!

Best Regards,

*Kathy Sanok*  
**Erie County Water Authority**  
295 Main St., Rm. 350  
Buffalo, NY 14203  
716-849-8402  
[ksanok@ecwa.org](mailto:ksanok@ecwa.org)

**From:** Kathy Sanok  
**Sent:** Tuesday, October 25, 2016 12:04 PM  
**To:** 'Tessa Russell'  
**Subject:** RE: NYS Workers Compensation Form C-105.2 for Tank Industry Consultants

Hi Tessa,

Our Risk Manager asked me to follow up with you to see where we are at with the Workers Comp C-105.2 for Tank Industries. Let me know if it's coming to us by mail, and I will look for it this week. Otherwise, it can be e-mailed to me. Thanks Tessa!

Best Regards,

*Kathy Sanok*  
**Erie County Water Authority**  
295 Main St., Rm. 350  
Buffalo, NY 14203  
716-849-8402  
[ksanok@ecwa.org](mailto:ksanok@ecwa.org)

**From:** Tessa Russell [<mailto:trussell@mjsis.com>]  
**Sent:** Monday, October 17, 2016 12:24 PM  
**To:** Kathy Sanok  
**Cc:** John Sullivan  
**Subject:** FW: NYS Workers Compensation Form C-105.2 for Tank Industry Consultants

Hello Kathy,

Attached is the renewal certificate DB-120.1 for Erie County Water Authority. Unfortunately, we are at the mercy of NCCI with the C-105 form, but we have ordered it and are just waiting to receive it. I wanted to go ahead and send over the DB-102.1 since we had this form in possession.

If you need anything further until then, please let me know.

Thanks!

*Tessa Russell*

Tessa Russell

WBE CERTIFIED



M.J. Schuetz Insurance Services


55 Monument Circle, Ste 500

Indianapolis, IN 46204

317-639-5679 Ext. 131

317-639-6910 (Fax)

Check Out Our New Website! [www.mjsis.com](http://www.mjsis.com)

 Please think before you print ☺

**From:** Stella Milli

**Sent:** Friday, October 14, 2016 4:29 PM

**To:** Tessa Russell <[trussell@mjsis.com](mailto:trussell@mjsis.com)>

**Subject:** FW: NYS Workers Compensation Form C-105.2 for Tank Industry Consultants

**From:** Kathy Sanok [<mailto:ksanok@ecwa.org>]

**Sent:** Thursday, October 13, 2016 10:11 AM

**To:** Stella Milli <[smilli@mjsis.com](mailto:smilli@mjsis.com)>

**Cc:** Ashley Johnson <[ajohnson@ecwa.org](mailto:ajohnson@ecwa.org)>

**Subject:** RE: NYS Workers Compensation Form C-105.2 for Tank Industry Consultants

Hi Stella,

Thank you for sending the Certificate of Insurance for Tank Industry Consultants. We still need the New York State Workers' Compensation Insurance Coverage form C-105.2 (see sample attached) showing current coverage under our Erie County Water Authority Insurance Requirements for Professional Services. If you handle their Disability Insurance Coverage as well, please send an updated version of the attached form DB-120.1 (that expires 10/14/16). Should you have questions or need more information, please do not hesitate to contact me.

Best Regards,

*Kathy Sanok*

**Erie County Water Authority**

295 Main St., Rm. 350

Buffalo, NY 14203

716-849-8402

[ksanok@ecwa.org](mailto:ksanok@ecwa.org)



**From:** Stella Milli [<mailto:smilli@mjsis.com>]  
**Sent:** Thursday, October 13, 2016 9:32 AM  
**To:** Kathy Sanok  
**Cc:** 'Pam Jones'  
**Subject:** RE: NYS Workers Compensation Form C-105.2 for Tank Industry Consultants

Kathy/Pam, attached are the two work comp certificates showing the NY work comp for Erie Water

*Stella Milli*  
*Account Manager*

**WBE CERTIFIED**



**Check Out Our New Website! [www.mjsis.com](http://www.mjsis.com)**

M. J. Schuetz Insurance Services, Inc  
55 Monument Circle, Suite 500  
Circle Tower Building  
Indianapolis, IN 46204  
317-639-5679 X 116  
1-888-639-5679 (toll-free)  
317-639-6910 (fax)

[www.mjschuetzinsuranceservices.com](http://www.mjschuetzinsuranceservices.com)

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**From:** Kathy Sanok [<mailto:ksanok@ecwa.org>]  
**Sent:** Wednesday, October 12, 2016 3:05 PM  
**To:** Stella Milli <[smilli@mjsis.com](mailto:smilli@mjsis.com)>  
**Subject:** NYS Workers Compensation Form C-105.2 for Tank Industry Consultants

Hi Stella,

Pam Jones referred me to you to request a current copy of Tank Industry's Workers Compensation Certificate of Insurance. The one we have on file expired 10/01/16, so we need a new copy for our records. If you could e-mail that to me ASAP, I would appreciate it. Thanks Stella!

Best Regards,

*Kathy Sanok*



# Erie County Water Authority

295 Main Street, Rm. 350 • Buffalo, NY 14203-2494  
716-849-8484 • Fax 716-849-8467

Wednesday, September 20, 2017

TANK INDUSTRY CONSULTANTS INC.  
7740 WEST NEW YORK ST  
INDIANAPOLIS IN 46214

*M8011997-TIC-2*

Re: **Certificates of Insurance**  
Project: **201600068 STORAGE TANK INSPECTION/CLEANING/DISINFECTION**

Dear TANK INDUSTRY CONSULTANTS INC.:

Please be advised that the following Certificate(s) of Insurance on file with the Erie County Water Authority is due to expire or has expired:

Type of Insurance	Expiration Date
Commercial General Liability	10/01/2017
Automobile Liability	10/01/2017
Umbrella Coverage	10/01/2017
Professional Liability	10/01/2017
NYS Workmans Compensation	10/01/2017

Please have the appropriate forms completed and returned to this office within seven (7) days.

If you should have any questions, you may contact me at (716) 849-8477.

Thank you for your cooperation in this matter.

Very truly yours,

**ERIE COUNTY WATER AUTHORITY**

Anthony J. Alessi  
Claims Rep. /Risk Manager

cc: Jacqueline Mattina, Attorney  
Karen A. Prendergast, Comptroller





# New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

1045 SEVENTH NORTH STREET, LIVERPOOL, NEW YORK 13088-6186

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

\*\*\*\*\* 351540516  
TANK INDUSTRY CONSULTANTS INC (IN)  
7740 W NEW YORK ST  
INDIANAPOLIS IN 46214



Scan to Validate

<b>POLICYHOLDER</b> TANK INDUSTRY CONSULTANTS INC (IN) 295 MAIN ST BUFFALO NY 14203		<b>CERTIFICATE HOLDER</b> ERIE COUNTY WATER AUTHORITY 295 MAIN STREET, STE 250 BUFFALO NY 14203	
<b>POLICY NUMBER</b> S2401 023-3	<b>CERTIFICATE NUMBER</b> 927441	<b>POLICY PERIOD</b> 10/01/2017 TO 10/01/2018	<b>DATE</b> 10/30/2017

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2401 023-3, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT  
GREGORY R STEIN  
VICE PRESIDENT  
STEPHEN MEIER  
TANK INDUSTRY CONSULTANTS INC  
TWO OF TWO-PERSON CORPORATION

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

APPROVED NOV 02 2017 KAD

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 634598477



**CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW**

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

<p>1a. Legal Name &amp; Address of Insured (use street address only)</p> <p>TANK INDUSTRY CONSULTANTS 7740 W NEW YORK STREET INDIANAPOLIS, IN 46214</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured (317) 271-3100</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 351-54-0516</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>ERIE COUNTY WATER AUTHORITY 295 MAIN STREET STE 250 BUFFALO, NY 14203</p>	<p>3a. Name of Insurance Carrier New York State Insurance Fund (NYSIF)</p> <p>3b. Policy Number of Entity Listed in Box "1a" DBL 6400 59 - 3</p> <p>3c. Policy effective period <u>10/14/2013</u> to <u>10/14/2018</u></p>

4. Policy covers:

A. All of the employer's employees eligible under the New York Disability Benefits Law

B. Only the following class or classes of employer's employees:

**APPROVED** 10/2/2017 *KJP*

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 Benefits insurance coverage as described above.

Date Signed 11/1/2017 By *Joseph J. Masi* Joseph J. Masi  
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Title Director of NYSIF Disability Benefits Insurance

**IMPORTANT:** 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 COMPLETE. Mail it directly to the certificate holder.  
If Box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305

**PART 2. To be completed by the NYS Workers' Compensation Board (Only If Box "4b" 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 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 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.

**Erie County Water Authority Insurance Requirements for Professional Services**

**Project Number:** 201600068

**Description:** Tank Inspections.

The following minimum insurance requirements shall apply to professional service providers under agreement with the Erie County Water Authority (ECWA). The professional service provider carries relevant insurance for the services covered. If at anytime, in the opinion of ECWA, there is an unusual or exceptional risk, ECWA may establish additional insurance requirements for the duration of the agreement. All insurance required herein shall be obtained at the sole cost and expense of the professional service provider, including deductibles and self-insured retentions. These requirements include but are not limited to the minimum insurance requirements.

An X indicates insurance coverage is required.

X **Commercial General Liability Insurance:** (including, but not limited to, Bodily (Personal) Injury, Premises Operations, Property Damage Liability (broad form), Contractual Liability, Advertising Injury, Independent Contractors, Product Liability, Completed Operations Liability and Explosion, Collapse and Underground Coverage) – in an amount not less than \$1,000,000 combined single limit and \$2,000,000 in the aggregate:

- X **Per Policy**
- \_\_\_ **Per Project or Job**
- \_\_\_ **Per Location**

There should be no exclusions for any claims filed, actual or alleged, for violation of any applicable statute including, but not limited to, the New York State or federal labor laws, ordinances, administrative orders, executive orders, rules, regulations, or decrees of any court of competent jurisdiction.

X **Commercial Business Automobile Insurance** in an amount of not less than \$1,000,000 each accident and shall cover liability arising out of any automobile owned, leased, hired, borrowed and non-owned automobiles. Additionally, if vehicles are used for transporting hazardous materials, the contractor shall obtain and maintain the “broadened” coverage (endorsement CA 99 48 10 01 or CA 99 48 12 93), as well as proof of MCS 90 04 00.

**X Excess Umbrella Liability Insurance:**

**X** \$1,000,000 in the aggregate

**\_\_\_** \$2,000,000 in the aggregate

**\_\_\_** \$3,000,000 in the aggregate

**\_\_\_** \$4,000,000 in the aggregate

**\_\_\_** \$5,000,000 in the aggregate

**X** Per Policy

**\_\_\_** Per Project or Job

**\_\_\_** Per Location

**X Professional Liability Insurance:** Per each occurrence and in the aggregate. Continuous coverage shall be maintained, or on an extended discovery period (“tail coverage”), for a period of not less than two years from the time the agreement has been completed in an amount of not less than:

**X** \$1,000,000 in the aggregate

**\_\_\_** \$2,000,000 in the aggregate

**\_\_\_** \$3,000,000 in the aggregate

**\_\_\_** \$4,000,000 in the aggregate

**\_\_\_** \$5,000,000 in the aggregate

**X** Per Policy

**\_\_\_** Per Project or Job

**\_\_\_** Per Location

**X Workers' Compensation and Employers' Liability and New York State Disability Benefits Insurances, as required by New York State statute.**

Certificates of Insurance and renewals, on forms approved by the New York State Department of Insurance, must be submitted to ECWA prior to the award of contract. Each insurance carrier issuing a Certificate of Insurance shall be rated by A. M. Best no lower than "A-" with a Financial Strength Code (FSC) of at least VII. The professional service provider shall name ECWA, its officers, agents and employees as additional insured on a Primary and Non-Contributory Basis, including a Waiver of Subrogation endorsement (form CG 20 26 11 85 or equivalent), on all applicable liability policies. Any liability coverage on a "claims made" basis should be designated as such on the Certificate of Insurance.

To avoid confusion with similar insurance company names and to properly identify the insurance company, please make sure that the insurer's National Association of Insurance Commissioners (N.A.I.C.) identifying number or A. M. Best identifying number appears on the Certificate of Insurance.

Acceptance of a Certificate of Insurance and/or approval by ECWA shall not be construed to relieve the professional service provider of any obligations, responsibilities or liabilities.

Certificates of Insurance should be e-mailed to [AALESSI@ECWA.ORG](mailto:AALESSI@ECWA.ORG), or mailed to Mr. Anthony Alessi, ECWA Claims Representative/Risk Manager, Erie County Water Authority, 295 Main Street – Room 350, Buffalo, New York 14203-2494, or If you have any questions you can contact Mr. Alessi by e-mail or phone (716) 849-8477.

Please refer to the bid and the contract document(s) for additional information regarding insurance requirements.