



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

May 7, 2020

To: Commissioners Schad, Carney and LaGree

From: Karen A. Prendergast, Chief Financial Officer

Subject: Professional Service Contract with Capital Markets Advisors, LLC

In May of 2016, the Authority entered into a professional services contract with Capital Markets Advisors, LLC (CMA) to act as financial advisor to the Authority. The initial contract term was for three years ending May 31, 2019. The contract is a fee for service contract on an as needed basis and included a provision for three (3) one-year extensions by mutual agreement between the Authority and CMA.

At their meeting of March 7, 2019, the Finance Committee recommended a one-year contract extension to May 31, 2020. Subsequently, a one-year extension was approved at the meeting of March 26, 2019. CMA was an invaluable partner in the Authority's 2016 and 2018 bond issuances and has consulted on arbitrage calculation requirements.

The Authority's current Debt Management Policy requires the use of a Financial Advisor when considering any debt related transactions. The current financial market is uncertain and will impact any debt issuance decisions the Authority makes over the next year. Rick Ganci, Executive Vice President and Principal of CMA has requested a second one-year extension at the same terms and conditions as the original contract.

I am requesting the Finance Committee review CMA's extension proposal and, if acceptable, recommend the extension to the full Board at their May 21, 2020 meeting.

cc T. McCracken
M. Murphy
R. Stoll



4211 North Buffalo Rd. / Suite 19
Orchard Park, New York 14127
Phone 716-662-3910 / Fax 716-662-6684

April 20, 2020

Karen A. Prendergast, CPA
Chief Financial Officer
Eric County Water Authority
295 Main Street, Room 350
Buffalo, New York 14203

Re: Financial Advisory Services – Contract Renewal

Dear Karen:

On behalf of Capital Markets Advisors, LLC, (“CMA”), we would be delighted to continue to provide financial advisory services to the Erie County Water Authority pursuant to terms of the existing contract which allows for three (3) additional one year extensions beginning June 1, 2019. CMA has served as the Financial Advisor to the Authority since May 2016, and during that time we have become very familiar with the credit profile, debt issuance practices, and personnel. We hope that the Authority will agree that CMA has brought added value to the Authority while delivering services in an extremely attentive and professional manner.

CMA is an independent municipal advisory firm, registered by the Securities and Exchange Commission (“SEC”) and Municipal Securities Rulemaking Board (“MSRB”), serving the needs of local governments, school districts and public authorities throughout New York State (the “State”) from our offices in Orchard Park, on Long Island, in the Hudson Valley and New York’s Southern Tier. The CMA team is routinely ranked among the most active financial advisors in the State and the nation. Through 2019, CMA was ranked by Thompson Reuters among the 10th most active financial advisors in the country and the most active advisor in the State. Having served a client base of over 180 school districts and 250 municipalities and public authorities including the big four cities of Buffalo, Rochester Syracuse and Yonkers, CMA personnel are particularly well suited to deliver all of the financial advisory services required by the Authority.

During the past four years the Authority has been, and continues to be one of our most important clients. We wish to continue this relationship over the next several years by providing you and your team with sound financial advice as it relates to strategic financial planning and debt management. Please find attached herein our fee schedule which is the same as our original contract from May 2016.

Sincerely,
Capital Markets Advisors, LLC

A handwritten signature in black ink, appearing to read "Rick Ganci", is written over a light blue horizontal line.

Rick Ganci
Executive Vice President and Principal
rganci@capmark.org

For the period June 1, 2020 to June 1, 2021

Cost Proposal

- A. For Bond and Revenue Anticipation Note Issues: a base fee of \$4,500 plus \$0.20 per each \$1,000 of par amount of notes issued.
- B. For Bond Issues: a base fee of \$5,000 plus \$0.70 per each \$1,000 of par amount of notes issued with a minimum fee of \$24,500 and a maximum fee of \$74,500.
- C. Continuing Secondary Market Disclosure, including all Material Event Notices, if requested: \$2,000.
- D. For additional services not related to note and bond issues, for example arbitrage rebate analysis and bidding of open market securities, \$195/hour.
- E. Authority will pay normal issuance costs such as the printing of preliminary and final official statements, notices of sale, postage, photocopying, overnight delivery charges, bond counsel, general counsel, rating agency, legal advertising and other associated issuance expenses.

Required Regulatory Disclosure

Municipal Securities Rulemaking Board (“MSRB”) Rule G-10 requires that municipal advisors, including CMA, provide to their clients the following information once each calendar year:

(i) CMA is registered as an independent municipal advisor with the MSRB and the US Securities and Exchange Commission (“SEC”); (ii) CMA is subject to the regulations and rules on municipal advisory activities established by the SEC and MSRB; (iii) the website for the MSRB is www.msrb.org and the website for the SEC is www.sec.gov and (iv) in addition to having educational materials about the municipal securities market, the MSRB website has a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with the appropriate regulatory Authority.

MSRB Rule G-42 requires that municipal advisors, including CMA, inform their clients as to any conflicts of interest that may exist that could impact the client. To the best of our knowledge and belief, neither CMA nor any registered associated person has any material undisclosed conflict of interest that would impact CMA’s ability to service the Authority.

ERIE COUNTY WATER AUTHORITY
PROFESSIONAL SERVICES CONTRACT
AMENDMENT No. 2

Project No. 201600069 Contract No. CMA-1
Job No. _____ EC No. _____
OWIP No. _____ Entered by/Date _____
Title: Financial Advisory Services

Description of Change to Contract:

Amendment 2 will extend the contract for a one-year period at the same terms and conditions from June 1, 2020 through June 1, 2021.

Reason for Change:

Section 4 of the professional services agreement defines the initial term of three years from June 1, 2016 through June 1, 2019, with an option for three one-year extensions. The first extension was approved by the Board on May 26, 2019. Amendment 2 will extend the contract for one-year from June 1, 2020 through June 1, 2021.

Compensation:

This is a service contract with not-to-exceed amounts for each service. Utilization is at the Authority's discretion and authorization.

APPROVED BY:

Capital Markets Advisors, LLC

ERIE COUNTY WATER AUTHORITY

Rick Ganci, Date
Executive Vice President &
Principal

Karen A. Prendergast 05/07/2020
Karen A. Prendergast Date
Chief Financial Officer

Jerome D. Schad Date
Chairman

Project No. 201600069

PROFESSIONAL SERVICES CONTRACT

AGREEMENT made this 26th day of May, 2016, by and between:

ERIE COUNTY WATER AUTHORITY
295 Main Street, Room 350
Buffalo, New York 14203

hereinafter referred to as the "Authority", and

CAPITAL MARKETS ADVISORS, LLC
One Great Neck Road
Great Neck, New York 11021

hereinafter referred to as "Consultant".

WHEREAS, the Authority issued a Request For Proposals for Financial Advisory Services, Project No: 201600069 on March 24, 2016 (hereinafter referred to as the "RFP"); and

WHEREAS, the Consultant submitted a Proposal to Provide Financial Advisory Services For Project No.: 201600069 on April 11, 2016, in response to the Authority's RFP (hereinafter referred to as the "Proposal"); and

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

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. QUALIFICATION OF CONSULTANT:

The Consultant shall perform its services under this agreement in a skillful and competent manner in accordance with the highest 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. Additionally, the Consultant shall abide by the most current version of the Authority's Investment Guidelines, which shall be amended from time to time, and is available on the Authority's website.

2. SCOPE OF SERVICES:

The Consultant, as outlined in the RFP and in the Proposal, both of which are hereby incorporated by reference, will provide the following professional financial advisory services to the Authority as it relates to the planning, structural analysis and issuance of debt obligations:

Debt Management Services:

1. Participate in the planning, development and execution of long term financial strategies. In addition the Consultant will assist the Authority in maintaining a financial plan to meet future goals.
2. Assist the Authority in the planning and development of capital budgets.
3. Advise on matters regarding the development and implementation of certain fiscal policies.
4. Review legal, financial, economic and other information necessary for the Consultant to advise in planning, structuring and otherwise completing each debt issue to be undertaken by the Authority.
5. Prepare a plan of financing which will include the Consultant's analysis and recommendations to the Authority regarding funding requirements and alternatives, marketing, method of sale (competitive or negotiated; EFC or stand-alone), call provisions, credit ratings, credit enhancement, term, federal tax implications and such other matters which the Authority and the Consultant agree should be included in the plan of financing.
6. As directed, the Consultant will prepare, disseminate and evaluate in the selection of other service providers necessary to conduct each issue including, but not limited to, bond insurance, bond counsel, underwriter, escrow agent, and verification agent.
7. Provide market updates as related to the Authority's debt.
8. Prepare amortization schedules and alternative financing scenarios.

9. Monitor the existing debt of the Authority to identify refunding opportunities.
10. Prepare final debt service schedules including fund and projects schedules as necessary.
11. Assist the Authority with the development of new or improvement of existing financial policies and procedures.

Bond Sale Services:

1. Advise on and coordinate the credit rating process. This includes submitting required documents to all three credit agencies and addressing any questions that the assigned analyst may have. If appropriate, we will schedule and attend a meeting or site visits with agency officials and assist in the preparation of the presentation book. In addition, we will advise the Authority on the criteria applied by the major municipal securities rating agencies.
2. Prepare a plan of financing which will include the Consultant's analysis and recommendations to the Authority.
3. Provide current and historic market updates to determine best time to price/sell securities and for utilization in evaluating pricing of a transaction.
4. Assist the Authority in disseminating information to the public. As needed, assist in preparation of informational brochures; attend meetings with Authority staff and the legislature, and public information meetings to discuss financing strategies with an emphasis on funding and the capital markets.
5. Prepare or assist in the preparation of financing documents, as required, including but not limited to: Official Statement, Notice of Sale and Bid Sheet, debt statement and pre-sale or post-sale analysis, when appropriate.
6. Participate in all working group meetings and conference calls (particularly with Bond Counsel) to help ensure compliance with the legal requirements of a bond or note issuance.
7. Assist in the evaluation of bond proposals and prepare post sale bond summaries for the Authority's records.
8. Prepare and maintain a financing schedule, cost of issuance budget, list of participants, and take such other actions requested by the Authority to efficiently manage each issue in order to meet the Authority's objectives.
9. Prepare and coordinate the printing and distribution of the Notice of Sale, Bid Sheet and Official Statement. Distribution includes posting of documents on the Consultant's

website at www.capmark.org and Parity's electronic bidding service, sending documents electronically and via regular mail and publishing the Notice of Sale, when required.

- 10. Act as a liaison between the Authority and municipal underwriters.
- 11. Participate in the sale of the debt, advise on the acceptance of a note or bond bid, confirm interest cost calculation, and verify underwriter's compensation.
- 12. Prepare and disseminate to all interested parties, a closing letter to assist with the delivery of proceeds.
- 13. Coordinate closing of the issue: verify receipt of proceeds and assist with payment of issuance costs.
- 14. Prepare a post-sale analysis and final pricing report which will include sale related items and final debt service schedules.
- 15. Competitively bid out the investment of proceeds, if requested.

Other Services:

- 1. Complete Continuing Disclosure filing and material event notices with Municipal Securities Rulemaking Board ("MSRB") at the Authority's request.
- 2. Provide technical advice, as requested by the Authority, concerning miscellaneous issues and questions relative to debt obligations.

3. **PAYMENT FOR SERVICES:**

The Consultant shall be paid in accordance with the following:

3.01 For Consultant's performance of services on behalf of The Authority as described in Section 2, Scope of Services, the Consultant's fees associated with each issuance or service will be as follows:

A. New Money Bond Issues Sold via Negotiated or Competitive Sale; Refunding Bond Issues

Base Fee of \$5,000 plus \$0.70 per each \$1,000 of par amount of each series of bonds issued with a minimum fee of \$24,500 and maximum fee of \$74,500

B. Bond and Revenue Anticipation Notes

Base Fee of \$4,500 plus \$0.20 per each \$1,000 of par amount of notes issued

C. Other Services Unrelated to Specific Debt Issuances

\$195 per hour for other services rendered to the Authority at the Authority's request but unrelated to a specific note or bond issue, for example arbitrage rebate analysis and bidding of open market securities.

D. Continuing Disclosure

Additionally, pursuant to Internal Revenue Code Section 15c2-12, issuers of municipal securities are required to file annually with the MSRB annual updates to financial and operating data and audited financial statements. For such filing service the Consultant will charge a flat fee of \$2,000 annually for Continuing Disclosure inclusive of all required Material Event Notice filings, if such service is requested by the Authority.

E. Out-of-Pocket Expenses

Billed to Authority at cost (including the cost of reproducing audits, budgets, Official Statements, and other documents, and overnight delivery charges).

3.02 The Authority will pay normal issuance costs such as the printing of preliminary and final official statements, notices of sale, postage, photocopying, overnight delivery charges, bond counsel, rating agency, legal advertising and other associated issuance expenses.

3.03 Payment of Consultant's compensation is due within 45 days of receipt of Consultant's invoice following the closing of the financing.

4. **TERM:** The services described herein shall commence on the first day of June, 2016, and be for a term of three (3) years from that date, with an option to extend the Agreement for three additional one year periods, on 30 days written notice to the Consultant prior to the expiration of the Agreement. Such extensions shall be in writing and authorized by a resolution of the Board of Commissioners of the Authority, and signed by all parties.

5. **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.

- 6. **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.
- 7. **RIGHT TO TERMINATE:** The Authority reserves the right to terminate the Consultant's services at any time, without cause, based on fourteen (14) 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.
- 8. **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 tortuous 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 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.
- 9. **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, is 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. The terms of this paragraph shall be binding during and subsequent to the termination of this agreement.

- 10. **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 there from 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.

11. **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 work made for hire and the property of the Authority. The Consultant shall, during and subsequent to the terms of this Agreement, assign to the Authority, without further consideration, all right, title and interest in all material produced under this Agreement. All material produced under this Agreement shall be and remain the property of the Authority whether or not registered.

12. **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.

13. **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.

The Consultant shall notify the Authority of any inquiries, requests background information, etc., requested by a third party relative the Authority as soon as the request is received by the Consultant.

14. **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.

15. **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.

16. **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.

17. **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.
18. **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.
19. **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.

20. **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.

21. **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 Section 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 Jann
Earl L. Jann, Chairman

Date: 5/26/16

CAPITAL MARKETS ADVISORS, LLC

By Rick Ganci
Rick Ganci, Senior Vice President and Principal

Date: 5-17-16

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the 26th day of May, 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.

Patricia Fatoy
Notary Public

PATRICIA FATOY #4957596
Notary Public, State of New York
Qualified in Erie County
My Commission Expires October 16, 2017

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the 17th day of May, in the year 2016, before me personally came Rick Ganci, to me known and known to me to be the person who executed the above instrument, who, being duly sworn by me, did for himself depose and say that he is a member of the firm of Capital Markets Advisors, LLC, a Limited Liability Company, and that he executed the foregoing instrument in the firm name of Capital Markets Advisors, LLC, and that he had authority to sign same, and he did acknowledge to me that he executed the same as the act and deed of said firm of Capital Markets Advisors, LLC, for the uses and purposes mentioned herein.

Linda Lorentz
Notary Public

LINDA LORENTZ
Notary Public - State of New York
NO. 01106134119
Qualified in Erie County
My Commission Expires 9/26/17

21822-16

EXHIBIT A
INSURANCE REQUIREMENTS
ERIE COUNTY WATER AUTHORITY

Eric County Water Authority Insurance Requirements for Professional Services

Project Number: 201600069

Description: Financial Advisory Services: retaining an independent Financial Advisor provide financial advisory services to the Authority by making recommendations for the Authority's current outstanding debt; making recommendations for the funding of future capital projects; analyzing current market conditions and making the appropriate recommendations; and assisting the Authority in structuring finances related to the acquisition of water systems and/or expanding the customer base and infrastructure.

The following minimum insurance requirements shall apply to professional service providers under agreement with the Eric 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.

_____ **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:

_____ **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.

____ Excess Umbrella Liability Insurance:

____ \$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

____ 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:

____ \$1,000,000 in the aggregate

X \$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 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.

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/chtz/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)
- 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:

2822-16

Prove It to Move It
Form CE-200



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>In the Application of (Legal Entity Name and Address):</p> <p>JOHN SMITH 123 MAIN STREET ALBANY, NY 12207 111-111-1111 Federal ID Number: XXXXX6789</p>	<p>Business Applying For: BUILDING PERMIT</p> <p>From: CITY OF ALBANY, DEPT OF BUILDING AND CODES</p> <p>The location of where work will be performed is 123 ACME AVENUE, ALBANY, NY 12203.</p> <p>Estimated dates necessary to complete work associated with the building permit are from October 14, 2008 to March 31, 2009.</p> <p>The estimated dollar amount of project is \$25,001 - \$50,000</p>
--	---

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 statements, 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.

SIGN HERE	Signature:	Date:
<p>Exemption Certificate Number 2008-08197</p>		<p>Received October 2, 2008 NYS Workers' Compensation Board</p>

CE-200 (Rev. 04.30.08)

2022-16

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (Use street address only)</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</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>3a. Name of Insurance Carrier</p> <p>3b. Policy Number of entity listed in box "1a"</p> <p>3c. Policy effective period _____ to _____</p> <p>3d. The President, Partners or Executive Officers are included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded. <input type="checkbox"/></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

2822-16

Prove It to Move It
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 128, subd. 3 of the Disability Benefits Law)

EMPLOYER	FEDERAL EMPLOYER IDENTIFICATION NUMBER
	LOCATION OF OPERATION
ADDRESS (HOME OR MAIN OFFICE)	OPERATIONS 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 1 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 Wegener
WC Examiner

DB-133 (3/94)

THIS AGENCY EMPLOYS & SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION

2822-16



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	
POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE 01/01/2009 TO 05/01/2010	DATE 1/8/2009

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

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) 875-8790
VALIDATION NUMBER: 107031806

2822-16

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 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

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

- 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 230, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 26 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.

Prove It to Move It

FORM DB-155



STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
SELF-INSURANCE OFFICE
20 PARK STREET - ROOM 200
ALBANY, NY 12207



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

COMPLIANCE WITH DISABILITY BENEFITS LAW
(Pursuant To Section 211, subd. 3 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

WS 15 (10/97)

THIS AGENCY EMPLOYS & SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION

2822-16

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)

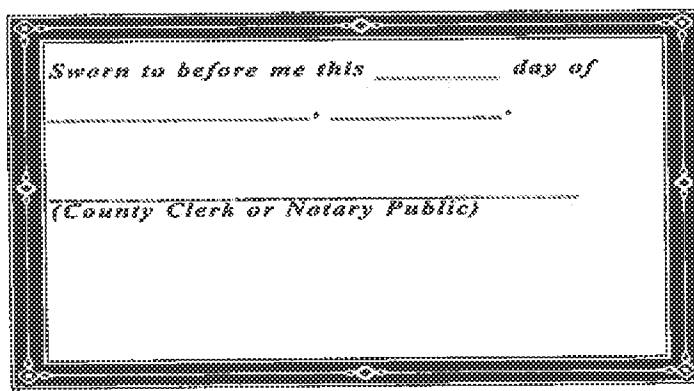
.....
(Date Signed)

.....
(Homeowner's Name Printed)

Home Telephone Number

Property Address that requires the building permit:

.....
.....
.....
.....



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

2822-16

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 (1/04), 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

TO EMPLOYEES

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

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 employers 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 either 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.

WORKERS' COMPENSATION BOARD OFFICES

- Albany 12241 - 100 Broadway-Melvands - (866) 750-6187
- Brooklyn 11201 - 81 Livingston St. Brooklyn - (855) 877-1373
- Binghamton 13901 - State Office Bldg - 44 Hawley St. - (855) 862-3904
- Buffalo 14202 - State Tower, 107 Delaware Ave. - (866) 311-0645
- Hempstead 11788 - 220 Ralston Drive - Suite 100 - (866) 891-5354
- Hempstead 11550 - 175 Fulton Avenue - (866) 805-3630
- New York 10027 - 215 W. 112th St., Manhattan (800) 877-1373
- Peekskill 10968 - 41 North Division St. (866) 748-0562
- Queens 11432 - 198-46 91st Ave., Jamaica (800) 877-1373
- Rochester 14614 - 133 Main Street West - (866) 211-0644
- Syracuse 13203 - 939 James St. - (866) 802-3730

DOWNSTATE MAIL ADDRESS

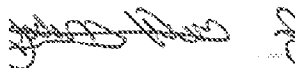
Claims-related mail for the Hempstead, Hempstead, Peekskill and all NYC offices should be mailed to:
PO Box 5266 Binghamton, NY 13902-5205

AVISO DE CUMPLIMIENTO
LEY DE COMPENSACION OBRERA

A EMPLEADOS

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

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 en cualquier lesion o enfermedad relacionada con el trabajo de la correspondiente entidad. Por tanto, si participan en cualquiera de estos programas establecidos por ley estan obligados a presentar a sus empleados notificacion escrita con respecto a 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 incapacidad permanente de cualquier parte del 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.


ARY S. WEISS CHAIR/PRESIDENT/CAJ

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 (Revisar Desde) _____ To _____ (Hasta Cancellation)

Policy No. (Póliza 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
"USOSIFSN"

PRESCRIBED BY CHAIR
WORKERS' COMPENSATION BOARD
STATE OF NEW YORK

www.web.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 COMPENSACION 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 visiting 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 comienza 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 bien 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 psicólogo que usted elija. Pero, con excepción a la compensación obrera, sus cuentas medicas no serán pagadas a menos que su patrón y/o Unión haga el pago de tales cuentas medicas bajo un Plan o Convenio de Beneficios por Incapacidad.
Si usted era enfermo o lesionado durante el tiempo que está recibiendo beneficios del Seguro de Desempleo, presente una reclamación para los 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. - (716) 721-8333
Buffalo, 14203 - State Office Bldg - 125 Main St. - (716) 847-3111
Hempstead, 11550 - 175 Fulton Avenue - (516) 836-7135
Rochester, 14614 - 130 Main Street West - (716) 255-6333
Syracuse, 13202 - State Office Bldg - 333 E. Washington St. - (315) 428-4469

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)

	Statutory (Estatutarios)	Under a Plan or Agreement (Bajo un Plan o Convenio)
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Class(es) of employees covered (Clase(s) de empleados amparados)

ALL EMPLOYEES ELIGIBLE UNDER NY DBL

Name of employer (Nombre del Patrón)

SAMPLE

Effective From (En Vigor Desde) _____ To UNTIL CANCELLED
(HASIA)

Policy No (Poliza No) _____

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

LA JUNTA DE COMPENSACION OBRERA EMPLEA Y SIRVE
A PERSONAS INCAPACITADAS, SIN DISCRIMINAR

By _____

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

282-16

FORM MCS 90 04 00

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

OMB No. 2126-008

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.

2822-16

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