

ERIE COUNTY WATER AUTHORITY
AUTHORIZATION FORM
For Approval/Execution of Documents
(check which apply)

Contract: _____ **Project No.:** 201900229
Project Description: Professional Services Contract with P&A Administrative Services
Relative to Administration of Employee Flexible Spending Accounts under IRS Section 105(h),
Section 125 and Section 132(f)

Item Description:


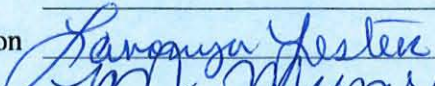
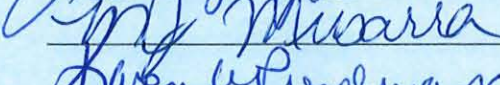
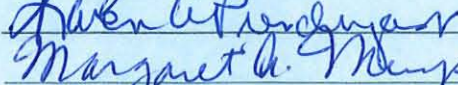
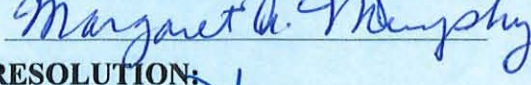
- | | | | |
|---|---|---|---------------------------------------|
| <input type="checkbox"/> Agreement | <input checked="" type="checkbox"/> Professional Service Contract | <input type="checkbox"/> Amendment | <input type="checkbox"/> Change Order |
| <input type="checkbox"/> BCD | <input type="checkbox"/> NYSDOT Agreement | <input type="checkbox"/> Contract Documents | <input type="checkbox"/> Addendum |
| <input type="checkbox"/> Recommendation for Award of Contract | <input type="checkbox"/> Recommendation to Reject Bids | | |
| <input type="checkbox"/> Request for Proposals | | | |
| <input type="checkbox"/> Other _____ | | | |

Action Requested:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Board Authorization to Execute | <input type="checkbox"/> Legal Approval |
| <input type="checkbox"/> Board Authorization to Award | <input checked="" type="checkbox"/> Execution by the Chairman |
| <input type="checkbox"/> Board Authorization to Advertise for Bids | <input type="checkbox"/> Execution by the Secretary to the Authority |
| <input type="checkbox"/> Board Authorization to Solicit Request for Proposals | |
| <input type="checkbox"/> Other _____ | |

Approvals Needed:

APPROVED AS TO CONTENT:

- | | | |
|--|--|---------------|
| <input checked="" type="checkbox"/> Other (if Applicable) |  | Date: 12/2/19 |
| <input type="checkbox"/> Chief Operating Officer | _____ | Date: _____ |
| <input type="checkbox"/> Executive Engineer | _____ | Date: _____ |
| <input checked="" type="checkbox"/> Director of Administration |  | Date: 12/4/19 |
| <input checked="" type="checkbox"/> Risk Manager |  | Date: 12/4/19 |
| <input checked="" type="checkbox"/> Chief Financial Officer |  | Date: 12/4/19 |
| <input checked="" type="checkbox"/> Legal |  | Date: 12/4/19 |

APPROVED FOR BOARD RESOLUTION:

- | | | |
|--|--|---------------|
| <input checked="" type="checkbox"/> Secretary to the Authority |  | Date: 12/4/19 |
|--|--|---------------|

Remarks: _____

Resolution Date: _____

Item No: _____

PROFESSIONAL SERVICES CONTRACT

AGREEMENT made this 4th day of December, 2019 by and between

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

Hereinafter referred to as the "Authority"; and

P&A ADMINISTRATIVE SERVICES, INC.
17 Court Street, Suite 500
Buffalo, New York 14202

Hereinafter referred to as the "Service Provider".

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

WHEREAS, the Service Provider 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 SERVICE PROVIDER:

The Service Provider shall perform its services under this agreement in a skillful and competent manner in accordance with the prevailing standards of the profession. The Service Provider 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:

- 1) Advising the Authority regarding the provisions that may be included in the plan, including but not limited to pre-tax premium deductions, medical expense reimbursement, dependent care reimbursement, adoption assistance reimbursement, individual premium reimbursement, parking reimbursement, transportation reimbursement and any other benefit options.
- 2) Providing information to employees illustrating the potential tax advantages of participation in a plan.
- 3) With the assistance from the Authority, enrolling employees in the plan and preparing and distributing any required disclosures to participants.
- 4) Receiving and reviewing requests for reimbursement of eligible flexible spending account expenses and paying such expenses where authorized by the plan and by law.
- 5) Providing with each benefit payment a statement of the participants' remaining account balance.
- 6) Before the end of each plan year, providing to each participant who has elected reimbursement for flexible spending account expenses, a statement setting forth each of his or her reimbursement account balances and advising of the potential forfeiture of any balances not used to reimburse the participant for expenses incurred prior to the end of the plan year.
- 7) Performing such benefits discrimination testing as shall be necessary to assure the plan's continuing compliance under Code Sections; 105 (h), 125 and 132 (f).
- 8) Providing such other services as shall be reasonably necessary to process benefit claims under the plan.
- 9) Preparing an annual return (Form 5500 Series) for filing by the Authority, if required by applicable law.

3. TERM CONTRACT:

The services to be provided by the Service Provider as described herein, shall commence on January 1, 2020 and end on December 31, 2022 ("Term"), with an

option to extend the Agreement for one additional, two-year term on 30 days written notice by the Authority to the Service Provider prior to the expiration of the Agreement. Such extensions shall be in writing and authorized by a resolution of the Authority's Board of Commissioners of the Authority and signed by all parties. Unless otherwise agreed upon by both parties, any extension of this Agreement shall be on the same terms and conditions set forth herein.

4. PAYMENT FOR SERVICES:

The Service Provider shall be paid in accordance with the following:

SERVICES	ADMINISTRATIVE FEES
FSA Administration	
Initial Set-up Fees	WAIVED
Minimum Monthly Fee	NO FEE
Annual Fee	NO FEE
Renewal Fee	NO FEE
Rate Guarantee	3 years
Monthly Administrative Fee (Per Participant Per Month)	
Flexible Spending Account:	
➤ Health Care FSA	\$2.80
➤ Dependent Care FSA	\$2.80
➤ Individual Premium Reimbursement Account (optional)	\$2.80
➤ Adoption Assistance Account (optional)	\$2.80
➤ Enrolled in 1 or more FSA accounts	\$2.80
Debit Card	INCLUDED
Additional/Replacement Debit Cards	NO FEE
Online Claims Submission	INCLUDED
QuikClaim (Mobile App/Site)	INCLUDED
Claims Processing (24/7)	INCLUDED
Direct Deposit or Check Reimbursements	INCLUDED
Enrollment Meetings (onsite, webinar)	INCLUDED
Enrollment Materials for Employees	INCLUDED
Legal Documents (SPD, Plan Document)	INCLUDED
IRS Non-Discrimination Testing	INCLUDED
HIPAA/HITECH Compliance	INCLUDED
Employer Reports (HR Connect)	INCLUDED
Employer Online Services (HR Connect)	INCLUDED
Employee Online Services (My Benefits)	INCLUDED
Customer Service (English & Spanish)	INCLUDED
Technological Tools (Mobile App/Site, SMS Texting, Live Chat)	INCLUDED
IVR System (toll-free/English & Spanish)	INCLUDED
FSA Store	INCLUDED

SERVICES	ADMINISTRATIVE FEES
HRA Administration	
Initial Set-up Fees	WAIVED
Minimum Monthly Fee	NO FEE
Annual Fee	NO FEE
Renewal Fee	NO FEE
Rate Guarantee	3 years
Monthly Administrative Fee (Per Participant Per Month)	
Health Reimbursement Arrangement Account:	\$2.80
Debit Card	INCLUDED
Additional/Replacement Debit Cards	NO FEE
Online Claims Submission	INCLUDED
QuikClaim (Mobile App/Site)	INCLUDED
Claims Processing (24/7)	INCLUDED
Direct Deposit or Check Reimbursements	INCLUDED
Enrollment Meetings (onsite, webinar)	INCLUDED
Enrollment Materials for Employees	INCLUDED
Legal Documents (SPD, Plan Document)	INCLUDED
IRS Non-Discrimination Testing	INCLUDED
HIPAA/HITECH Compliance	INCLUDED
Employer Reports (HR Connect)	INCLUDED
Employer Online Services (HR Connect)	INCLUDED
Employee Online Services (My Benefits)	INCLUDED
Customer Service (English & Spanish)	INCLUDED
Technological Tools (Mobile App/Site, SMS Texting, Live Chat)	INCLUDED
IVR System (toll-free/English & Spanish)	INCLUDED
FSA Store	INCLUDED

SERVICES	ADMINISTRATIVE FEES
Commuter Administration	
Initial Set-up Fees	WAIVED
Minimum Monthly Fee	NO FEE
Annual Fee	NO FEE
Renewal Fee	NO FEE
Rate Guarantee	3 years
Monthly Administrative Fee (Per Participant Per Month)	
Commuter Account	\$2.50
Debit Card	INCLUDED
Additional/Replacement Debit Cards	NO FEE
Online Claims Submission	INCLUDED
QuikClaim (Mobile App/Site)	INCLUDED
Claims Processing (24/7)	INCLUDED
Direct Deposit or Check Reimbursement	INCLUDED
Enrollment Meetings (onsite, webinar)	INCLUDED
Enrollment Materials for Employees	INCLUDED
Legal Documents (SPD, Plan Document)	INCLUDED
IRS Non-Discrimination Testing	INCLUDED
HIPAA/HITECH Compliance	INCLUDED
Employer Reports (HR Connect)	INCLUDED
Employer Online Services (HR Connect)	INCLUDED
Employee Online Services (My Benefits)	INCLUDED
Customer Service (English & Spanish)	INCLUDED
Technological Tools (Mobile App/Site, SMS Texting, Live Chat)	INCLUDED
IVR System (toll-free/English & Spanish)	INCLUDED

5. SUBCONTRACT AND ASSIGNMENT:

The Service Provider may not subcontract or delegate any of the work, services, and/or other obligations of the Service Provider without the express written consent of the Authority. The Authority and the Service Provider bind themselves and their successors, administrators and assigns to the terms of this Agreement. The Service Provider 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 Service Provider's services at any time, without cause, based on thirty (30) days' written notice. Service Provider shall not be entitled to lost profit and shall perform only such services, after notification of termination, as the Authority directs.

8. **INDEMNIFICATION:**

The Service Provider shall indemnify the Authority against any and all claims arising from the services performed by the Service Provider 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 Service Provider or anyone under its direction or control or on its behalf in the course of its performance under this Agreement.

9. **CONFIDENTIAL INFORMATION:**

In order to assist the Service Provider in the performance of this Agreement, the Authority may provide the Service Provider with confidential information. All information received by the Service Provider in any fashion and under any conditions resulting from the rendering of the services in consideration of this agreement, is considered confidential. The Service Provider shall hold in confidence and not disclose to any person or any entity, any information regarding information learned during the performing of services.

Except as required by law and/or regulations, Service Provider shall not during the term of this Agreement or any extension thereof, or at any time thereafter, report to any other party any confidential information acquired or which may be acquired in the performance of the professional services under this Agreement.

10. **INSURANCE:**

The Service Provider 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 Service Provider shall provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of its services. The Service Provider shall provide Certificates of Insurance certifying the coverage required by this provision as set forth in Exhibit A.

11. COPYRIGHTS. TRADEMARKS. AND LICENSING:

All materials produced under this Agreement, whether produced by the Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider from carrying out the terms of this Agreement or which would present a significant opportunity for the disclosure of confidential information. The Service Provider 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 Service Provider, except to pay for services actually rendered.

14. ADDITIONAL CONDITIONS:

The Service Provider 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 Service Provider 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 Service Provider shall remain an independent contractor responsible for its own actions. The Service Provider is retained by the Authority only for the purpose and to the extent set forth in this Agreement.

Neither the Service Provider 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 Service Provider 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 Service Provider agrees to furnish upon request copies of documentation to the Authority evidencing its compliance with such laws. The Service Provider further represents and warrants that any income accruing to the Service Provider and its employees from the Agreement shall be reported as such to the appropriate taxation authorities.

17. COMPLIANCE:

The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider in accordance with the written notification terms of this contract.

ERIE COUNTY WATER AUTHORITY

By: _____
Jerome D. Schad, Chairman

P&A ADMINISTRATIVE SERVICES, INC.

By:  _____

STATE OF NEW YORK)

) ss:
COUNTY OF ERIE)

On this 4th day of DECEMBER, 2019, before me personally came JOSEPH PRISELAC, to me known, who being by me duly sworn, did depose and say that he/she resides at 14 COURT ST BUFFALO NEW YORK; that he/she is CEO, of P&A ADMINISTRATIVE SERVICES, INC. the corporation described in, and which executed, the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.



Cheryl L. Gretzler
Notary Public - State of New York

STATE OF NEW YORK)

) ss:
COUNTY OF ERIE)

On this ___ day of _____, 2019, before me personally came **JEROME D. SCHAD**, to me known, who being by me duly sworn did depose and say that he resides in Amherst, New York, that he is the Chairman of the ERIE COUNTY WATER AUTHORITY, the corporation named in the foregoing indenture; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by a duly adopted resolution of the said Authority and that he signed his name thereto by like resolution.

Notary Public - State of New York

EXHIBIT "A"
INSURANCE REQUIREMENTS
ERIE COUNTY WATER AUTHORITY

ATTACHMENT C INSURANCE REQUIREMENTS

Erie County Water Authority Insurance Requirements for Vendor Services

Project Number: 201900229

Description: **REQUEST FOR PROPOSALS (RFP) FOR
Administration of Employee Accounts
Under IRC Section 105 (h), Sec. 125 and Sec. 132 (f)**

The following minimum insurance requirements shall apply to vendors providing services to the Erie County Water Authority (ECWA). If a service or project, in the opinion of ECWA, represents an unusual or exceptional risk, ECWA may establish additional insurance requirements for that service or project. All insurance required herein shall be obtained at the sole cost and expense of the contractor, including deductibles and self-insured retentions, and shall be in full force and effect on the contract commencement date and for the duration of the contract. These requirements include but are not limited to the minimum insurance requirements.

Insurance Requirements:

a) Workers Compensation:

Part 1: Workers Compensation: Statutory

Part 2: Employers Liability: \$1,000,000.

Note: If New York State domiciled employees are used, coverage to be New York Statutory for both Parts 1 and 2

b) New York Disability Benefits Liability: Statutory coverage if New York State domiciled employees are used.

c) Commercial General Liability:

- \$2,000,000. General Aggregate
- \$2,000,000. Products/Completed Operations Aggregate
- \$1,000,000. Each Occurrence
- \$1,000,000. Personal Injury/Advertising Liability
- Erie County Water Authority to be scheduled as an Additional Insured for both on-going and completed operations (attach Additional Insured endorsement to Certificate of Insurance)
- Insurance to be primary and non-contributory

d) Automobile Liability:

- \$1,000,000. Each Accident
- Erie County Water Authority to be scheduled as an Additional Insured.

e) Umbrella Liability:

- \$1,000,000. Each Occurrence
- \$1,000,000. Aggregate
- Erie County Water Authority to be scheduled as an Additional Insured

f) Professional Liability

- \$1,000,000 Per Claim
- \$1,000,000 Aggregate

g) Cyber Liability

- \$1,000,000 Per Claim
- \$1,000,000 Aggregate

h) Crime/Fidelity Bond

- \$500,000 Per Loss
- Coverage should include an endorsement for Employee Theft of Client Property or equivalent

i) Certificates of Insurance to be provided to ECWA prior to start of work as follows:

- ACORD 25 (Item a-f) including copy of Additional Insured Endorsement Note: If coverage provided for NYS domiciled employees require Forms C 105.2 and DB 120.1 for Workers Compensation and NYS DBL.

Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be submitted to ECWA prior to the award of contract. Renewals of Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be received by ECWA 30 days prior to the expiration of the insurance policy period.

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. Also, at the top of the Certificate of Insurance, please list the project number.

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

Certificates of Insurance should be e-mailed to mmurphy@ecwa.org or mailed to Ms. Margaret Murphy, ECWA General Counsel Erie County Water Authority, 295 Main Street – Room 350, Buffalo, New York 14203-2494, or If you have any questions you can contact Mr. Murphy by e-mail or phone (716) 849-8433.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/31/2019

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:
Russell Bond & Co. Inc.	PHONE (A/C, No, Ext):
295 Main Street	FAX (A/C, No):
Suite 866	E-MAIL ADDRESS:
Buffalo NY 14203	INSURER(S) AFFORDING COVERAGE
INSURED	INSURER A: Allied World Surplus Lines Insurance Company
P&A Administrative Services Inc.; Priselac & Associates; P&A	INSURER B:
17 Court Street, Suite 500	INSURER C:
Buffalo NY 14202	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 SUBR INSP WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	HIREO AUTOS					PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS NON-OWNED AUTOS					\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED RETENTION S					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N N/A				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions		03091166	07/26/2019	07/26/2020	\$5,000,000-E&O Limit \$5,000,000-Aggregate Limit

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

CERTIFICATE HOLDER

CANCELLATION

ERIE COUNTY WATER AUTHORITY 350 ELLICOTT SQUARE BLDG 295 MAIN ST. Buffalo NY 14203	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

© 1988-2014 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/30/2019

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

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

PRODUCER Consolidated Insurance Agents, Inc. Maranto Agency, Inc. 36 Hopkins Road Williamsville NY 14221		CONTACT NAME: Joelle Maranto PHONE (A/C, No, Ext): (716) 633-1818 FAX (A/C, No): (716) 633-8442 E-MAIL ADDRESS: jmaranto@marantoagency.com	
INSURED P & a Administrative Services Inc & 17 Court St Suite 500 Buffalo NY 14203		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company, LTD INSURER B: Rated by Multiple Companies INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 11000 00914	

COVERAGES

CERTIFICATE NUMBER: CL1993038647

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		01SBARE9925	11/21/2019	11/21/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Non-owned \$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		01SBARE9925	11/21/2019	11/21/2020	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		01SBARE9925	11/21/2019	11/21/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	01WBCZS7659	11/21/2019	11/21/2020	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: MPO Number 4138-12, Description: Administration ECWA Section 125 Plan

Certificate holder is listed as Additional Insured for liability as required by written contract on a primary and noncontributory basis. Waiver of Subrogation applies.

CERTIFICATE HOLDER

CANCELLATION

Erie County Water Authority 350 Ellicott Square Bldg 295 Main St. Buffalo NY 14203	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/16/2019

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:	
Russell Bond & Co. Inc.		PHONE (A/C, No, Ext):	
295 Main Street		FAX (A/C, No):	
Suite 866		E-MAIL ADDRESS:	
Buffalo NY 14203		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Underwriters At Lloyd's	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED		NAIC #	
P&A Administrative Services Inc.		EC145	
17 Court Street, Suite 500			
Buffalo NY 14202			

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMP/OP AGG \$
						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
						\$
	DED RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Privacy & Security Liability		1119794	07/07/2019	07/07/2020	See Remarks from Acord 101

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

See Additional Remarks Schedule Acord 101

CERTIFICATE HOLDER**CANCELLATION**

Erie County Water Authority 350 Ellcott Square Bldg 295 Main Street Buffalo NY 14203	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Russell Bond & Co. Inc.		NAMED INSURED P&A Administrative Services Inc. 17 Court Street, Suite 500	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER SEE CERTIFICATE	NAIC CODE	Buffalo, NY, 14202	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

\$5,000,000 I Multimedia Liability Each Claim & In the Aggregate
 \$5,000,000 II Security and Privacy Liability each Claim & In the Aggregate
 \$5,000,000 III Privacy Regulatory Defense and Penalties each Claim & in the Aggregate
 \$5,000,000 IV PCI DSS Liability each Claim & In the Aggregate
 \$50,000 V TCPA Defense each Claim & in the Aggregate

First Party Insuring Agreements

\$5,000,000 VI Breach Costs each Claim & in the Aggregate
 \$25,000 VII Post Breach Remediation each Claim & in the Aggregate
 \$5,000,000 VIII BrandGuard each Claim & in the Aggregate
 \$5,000,000 IX System Failure each Claim & in the Aggregate
 \$1,000,000 X Dependent System Failure each Claim & In the Aggregate
 \$5,000,000 XI Cyber Extortion each Claim & in the Aggregate
 \$50,000 XII Cyber Crime
 \$50,000 XIII Reward Expenses each Claim & in the Aggregate
 \$25,000 XIV Court Attendance Costs each Claim & In the Aggregate
 \$5,000,000 Maximum Policy Aggregate Limit
 \$1,000,000 Additional Defense Costs Limit