

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

**Contract:** \_\_\_\_\_ **Project No.:** 202100134  
**Project Description:** On-Line Auction Services  
\_\_\_\_\_

**Item Description:**

Agreement     Professional Service Contract     Amendment     Change Order  
 BCD     NYSDOT Agreement     Contract Documents     Addendum  
 Recommendation for Award of Contract     Recommendation to Reject Bids  
 Request for Proposals  
 Other \_\_\_\_\_

**Action Requested:**

Board Authorization to Execute     Legal Approval  
 Board Authorization to Award     Execution by the Chairman  
 Board Authorization to Advertise for Bids     Execution by the Secretary to the Authority  
 Board Authorization to Solicit Request for Proposals  
 Other \_\_\_\_\_

**Approvals Needed:**

**APPROVED AS TO CONTENT:**

Other (if Applicable) \_\_\_\_\_ Date: \_\_\_\_\_  
 Chief Operating Officer Russell J. Stoll \_\_\_\_\_ Date: 6/1/2021  
 Executive Engineer \_\_\_\_\_ Date: \_\_\_\_\_  
 Director of Administration Savanya Laster \_\_\_\_\_ Date: 05/28/2021  
 Risk Manager Molly G. Musarra \_\_\_\_\_ Date: 06/01/2021  
 Chief Financial Officer Karen A. Brendegast \_\_\_\_\_ Date: 06/01/2021  
 Legal Margaret A. Murphy \_\_\_\_\_ Date: 06/02/2021

**APPROVED FOR BOARD RESOLUTION:**

Secretary to the Authority [Signature] \_\_\_\_\_ Date: 06/02/2021

**Remarks:** \_\_\_\_\_  
\_\_\_\_\_

**Resolution Date:** \_\_\_\_\_ **Item No:** \_\_\_\_\_



# ERIE COUNTY WATER AUTHORITY

## INTEROFFICE MEMORANDUM

Date: May 18, 2021

TO: Terrence McCracken – Secretary to the Authority

FROM: Stan Jemiolo – Administrative Assistant - Facilities

SUBJECT: Renew auction agreement with Auctions International, Inc

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During the normal course of business, the facilities unit under the Department of Administration is charged with the disposal of surplus. As part of that process, ECWA has used Auctions International, Inc (AI) as an online auctioneer vendor. Auctions International is a local company specializing in helping governmental and municipal agencies sell their surplus assets on-line. They service over 1500 agencies across the northeast and beyond.

AI has been a reliable company providing ECWA with vast exposure to buyers seeking surplus government property. ECWA sales through AI have come from all regions of NY State and neighboring northeast states. Since 2015, AI has sold more than \$1.78 million in used Authority vehicles and other small surplus items.

ECWA's current agreement with AI expires on 5/28/21. The agreement with AI was based on a piggy-back of a contract issued by the County of Saratoga. The Saratoga contract was rebid and awarded to Auctions International. The new Saratoga Contract expires on 3/9/22 and has (2) one-year extensions by mutual consent.

The facilities unit is satisfied with the service, customer costs, and results provided by AI and therefore recommending that the Board enter into an agreement with AI, piggy-backing the Saratoga County agreement to provide auction services for ECWA. The agreement terms will be for two years or as long as the Saratoga agreement is in place, whichever is shorter.

There is no cost to ECWA for listing items on the AI site. Buyers are required to pay a "Buyer's Premium" based on the amount, type, and age of the item. The average AI buyer's premium rates are lower than competitor's rates. AI is 10% on vehicles aged 4 years or more and 5% on three-year old vehicles. Gov deals contracted through Sourcewell is 12.5% (with 1.25% rebate).

As there are no payments to AI there are no budget considerations.

Attached please find the following documents:

1. ECWA Authorization Form.
2. Copy of the current AI agreement.
3. Copy of the current Saratoga County agreement.
4. New AI Agreement.

<https://www.auctionsinternational.com/>

<https://www.govdeals.com/>

SJ:jmf

Attachment

cc: ECWA-672-2101

**PROFESSIONAL SERVICES “PIGGY-BACK” AGREEMENT  
FOR SALE OF ASSETS BY ONLINE AUCTION**

AGREEMENT, effective on the 10<sup>th</sup> day of June 2021, by and between:

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

hereinafter referred to as the “Seller”, and

**AUCTIONS INTERNATIONAL, INC.**  
11167 Big Tree Road  
East Aurora, New York 14052

hereinafter referred to as “Auctioneer.”

**WHEREAS**, on March 31, 2020, the County of Saratoga, New York (the “County”) awarded a professional service contract to the Auctioneer to conduct on-line auctions of surplus County goods, equipment, and other personal property (the “Saratoga Contract”),

**WHEREAS**, the Auctioneer agreed in its proposal, made part of the Saratoga Contract, to provide “contract services from the resulting award” to each participating governmental entity located in the State of New York,

**WHEREAS**, the Authority is a public benefit corporation performing essential governmental functions within the State of New York and a participating governmental entity with whom the Auctioneer agrees to perform contract services in accordance with the Saratoga Contract,

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

**ARTICLE 1 – PROFESSIONAL SERVICES**

1.01 The recital paragraphs are incorporated as substantive terms and conditions of the Agreement and as representing the parties’ intent.

1.02 The terms and conditions of the Saratoga Contract, a copy of which is attached as Appendix A, are incorporated as substantive terms and conditions of this Agreement.

1.03 The Auctioneer hereby agrees to use professional skills, knowledge, and experience to the best advantage of both parties in preparing for and conducting the on-line auction. All auction items will be sold “as-is” and “where-is,” subject to the Seller’s terms.

1.04 The parties agree that no item to be sold at the on-line auction shall have a fair market value greater than \$15,000.

1.05 The terms and prices of this Agreement shall remain in effect for two (2) years after the effective date of this Agreement .Notwithstanding the foregoing, the Seller may terminate this Agreement at any time.

## **ARTICLE 2 – THE ON-LINE AUCTION**

2.01 The Auction is to be held online at [www.AuctionsInternational.com](http://www.AuctionsInternational.com), beginning and closing on mutually agreed dates and times.

2.02 The parties agree all listed merchandise be sold to the highest bidder, "as-is", "where-is", with no warranty expressed, implied or otherwise, and with the Seller retaining the right to reject any bids that are insufficient. Seller agrees to specify a minimum acceptable price on each rejected bid, which will be posted on the 'Past Prices' page of the Auctioneer's website.

2.03 The Auctioneer will conduct auction(s) at no-cost to the Seller, provided the Seller takes photos and descriptions of the merchandise, and provides this information to the Auctioneer's staff. The Auctioneer reserves the right to combine low-value merchandise into larger online auction lots as necessary, based on past experience with such items.

A. If requested by the Seller, the Auctioneer's staff will travel to the Seller's facilities to obtain photos and condition reports of the Seller's items, for the following listing fees: Thirty Dollar (\$30) fee for each motorized vehicle/equipment, and Five Dollar (\$5) fee for each auction lot that is not a motor vehicle. These listing fees will be deducted from the sale proceeds before final payment is made to Seller.

2.04 The successful bidder will be required to pay a 4% buyer's premium for vehicles and equipment sold within two (2) years of the manufacture date, a 5% buyer's premium for vehicles and equipment within three (3) years of the manufacture date, or a 10% buyer's premium for all older equipment to be added to the successful high bid prices, which will constitute the Auctioneer's compensation for these services. There is NO commission charged to the Seller.

2.05 The Auctioneer will mail a check to the Seller for all proceeds collected within fifteen (15) business days after the Seller approves the bids for the sale items and all monies are collected, along with an accounting summary ("Auction Summary").

A. In the event of a bidder's refusal or failure to pay for the invoiced items, the Auctioneer will offer the unsold merchandise to the backup bidder, and the renegeing bidder will be banned from future auctions.

B. If the backup bidder does not take the merchandise for the backup bid price, then the merchandise will remain in the possession of the Seller, only after a reasonable time has been allowed for the backup bidder to get the bid payment to the Auctioneer.

- C. At the request of the Seller, any unsold merchandise can be re-listed in a future online auction. At no cost to the seller.

2.06 **Seller's Obligation**

- A. The Seller agrees to provide merchantable title (with no liens or encumbrances ) for motor vehicles and agrees to write-in the purchase information on the back of any titles issued to purchasers (as required by law) . The Seller furthermore agrees not to sell listed merchandise before the term of the online auction is complete, under any circumstances.
- B. The Seller agrees to provide titles, keys, and all other proof of ownership to the highest bidders, presenting a paid invoice from Auctions International, and to release the purchased items once the Auctioneer has received full payment for the bid item, as listed and described on the Auction Summary prepared by the Auctioneer.

2.07 **Auctioneer's Obligations**

- A. ***Standard of Care:*** The Auctioneer shall perform its services under this Agreement in a manner consistent with the level of care and skill customarily exercised by other professionals with the same degree of knowledge and experience under similar circumstances.
- B. ***Independent Status:***
  - 1. Nothing contained in the Agreement shall be construed to render either the Authority or the Auctioneer, an owner, member, officer, 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 Auctioneer shall remain an independent contractor responsible for its own actions. The Auctioneer is retained by the Authority only for the purpose and to the extent set forth in this Agreement.
  - 2. The Auctioneer is free to choose the aggregate number of hours worked and the scheduling of such hours as it shall see fit at its discretion within the limitations set forth in this Agreement.
  - 3. Neither the Auctioneer 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.
  - 4. In providing the services under this Agreement, the Auctioneer 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 Auctioneer agrees to furnish copies of documentation to the Authority evidencing its compliance with such laws. The Auctioneer further

represents and warrants that any income accruing to the Auctioneer and its employees from the Agreement shall be reported as such to the appropriate taxation authorities.

### ARTICLE 3 – GENERAL PROVISIONS

3.01 **Subcontracts and Assignments:** The Auctioneer may not subcontract or delegate any of the work, services, and/or other obligations of the Auctioneer without the express written consent of the Seller. The Seller and the Auctioneer bind themselves and their successors, administrators and assigns to the terms of this Agreement. The Auctioneer shall not assign or transfer its interest in the Agreement without the written consent of the Authority.

3.02 **Amendments:** Any modification or variation from the terms of this Agreement shall be in writing, authorized by a resolution of the Board of Commissioners of the Authority, and signed by all parties to be effective.

3.03 **Insurance:**

- A. The Auctioneer 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 Appendix B.
- B. The Auctioneer shall provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of its services.
- C. The Auctioneer shall provide Certificates of Insurance certifying the coverage required by this provision.
- D. The Auctioneer shall provide the name of an employee who will be responsible for providing the Authority with current and updated Certificates of Insurance. The Authority will require the name of the employee, the employee's phone number and email addresses. does not include non-cash compensation or commissions, signing bonuses, and other candidate non-cash, based salary incentives.

3.04 **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 Auctioneer 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.

3.05 **Waiver:** No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way

affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

3.06 **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 subsequent agreement 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 by such agreement.

3.07 **Doing Business Status:** The Auctioneer represents it is qualified to do business in State of New York and has registered with the New York Secretary of State.

3.08 **Gratuities:** The Auctioneer shall prohibit its agents, employees, and Auctioneers 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 Auctioneer 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.

3.09 **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.

#### **ARTICLE 4 – SEVERABILITY**

4.01 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.

#### **ARTICLE 5 -- DURATION**

5.01 This Agreement shall remain in effect for a period of two-years from the effective date of this Agreement unless extended by amendment, as set forth in paragraph 3.02.

**IN WITNESS WHEREOF**, the parties do hereby enter and execute this Agreement effective **10th** day of **June 2021**, the date of the Authority's adopting resolution authorizing its execution.

**ERIE COUNTY WATER AUTHORITY**

By: \_\_\_\_\_  
Jerome D. Schad, Chairman

**AUCTIONS INTERNATIONAL, INC.**

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

STATE OF NEW YORK )  
COUNTY OF ERIE ) ss:

On the \_\_\_\_\_ day of June, in the year 2021, 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 Corporation described in the above instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF ERIE ) ss:

On the \_\_\_\_\_ day of June, in the year 2021, before me personally came \_\_\_\_\_,  
to me known, who, being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_  
\_\_\_\_\_ that he/she is the  
\_\_\_\_\_ of the corporation described in the above instrument; and that  
he/she has the authority to sign his/her name to this Agreement.

\_\_\_\_\_  
Notary Public



APPENDIX A

Agreement by and between

County of Saratoga

-and-

Auctions International, Inc.

March 31, 2020

MINOR CONTRACT LESS THAN \$15,000

THIS AGREEMENT, made this 31<sup>st</sup> day of March, 2020,

BY AND BETWEEN

COUNTY OF SARATOGA, a municipal corporation duly organized under the laws of the State of New York with offices at 40 McMaster Street, Ballston Spa, New York 12020, (COUNTY),

-and-

Auctions International, Inc., having a place of business at 11167 Big Tree Road, East Aurora, New York 14052 (CONTRACTOR);

WHEREAS, a REQUEST FOR MINOR CONTRACT, a copy of which is attached, has been approved by the County Administrator; and

WHEREAS, the CONTRACTOR will perform the requested services for the approved amount;

NOW, THEREFORE, the parties agree that:

1. The CONTRACTOR will provide on-line auctions of surplus County goods through the Saratoga County Purchasing Department in accordance with the CONTRACTOR's Proposal, which is attached hereto, incorporated herein and made a part hereof, submitted in response to the COUNTY's Request for Proposals 20-RFPOAS-1.
2. The COUNTY will pay the CONTRACTOR in accordance with the rates set forth in the CONTRACTOR's Proposal with the total paid per calendar year not to exceed the sum of \$500, upon submission of a properly documented voucher.
3. The contact term shall commence on March 10, 2020 and shall terminate on March 9, 2022 with the option to renew for two (2) additional terms of one (1) year each upon the written mutual agreement of both parties.
4. The CONTRACTOR shall comply with all applicable laws, ordinances and regulations, including non-discrimination and labor laws. The CONTRACTOR and the COUNTY agree that for the duration of this Agreement, they will not discriminate against any employee, applicant for employment, or person requesting services because of race, creed, color, national origin, disability, age, sex, marital status, sexual preference or source of payment.
5. The CONTRACTOR shall not employ any COUNTY official or employee in connection herewith and shall adhere to the COUNTY's Code of Ethics.

7. The CONTRACTOR shall not assign or transfer any interest herein without prior written COUNTY approval.

8. a) CONTRACTOR shall, at all times, indemnify and save harmless the COUNTY from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, caused in whole or in part, directly or indirectly, by the acts or omissions of the CONTRACTOR, any person, employed by the CONTRACTOR, its contractors, subcontractors, materialmen, or any person directly or indirectly employed by them or any of them, while engaged in the work hereunder. This clause shall not be construed to limit, or otherwise impair, other rights or obligations of indemnity which exist in law, or in equity, for the benefit of the COUNTY.

b) CONTRACTOR shall provide the COUNTY with proof of general liability insurance issued by a company authorized by license to do business in the State of New York. The policy's minimum coverages shall be \$1,000,000/single injury and \$1,000,000/property damage and shall be subject to the approval of the County Attorney. The certificate holder must be listed as the COUNTY OF SARATOGA, 40 McMaster Street, Ballston Spa, New York 12020. This insurance certificate must also name the COUNTY OF SARATOGA as additional insured and the CONTRACTOR shall provide the COUNTY with proof of such insurance in the form of an Additional Insured Endorsement Rider or other proof acceptable to COUNTY.

In the event any policy furnished or carried pursuant to this agreement is scheduled to expire on a date prior to the expiration of the term of this agreement, CONTRACTOR shall deliver to the COUNTY a certificate or certificates of insurance evidencing the renewal of such policy or policies not less than 15 days prior to such expiration date, and the CONTRACTOR shall promptly pay or cause to be paid all premiums due thereon.

In the event CONTRACTOR receives notice of cancellation of said insurance, CONTRACTOR shall immediately provide the COUNTY with written notice of such cancellation by no later than the next business day of the COUNTY. Such written notice must be either personally delivered to the Saratoga County Attorney's Office at 40 McMaster Street, Ballston Spa, New York during normal business hours or faxed to the Saratoga County Attorney at (518) 884-4720. CONTRACTOR shall provide the COUNTY with proof of replacement general liability insurance coverage satisfying the requirements set forth herein within two (2) COUNTY business days of the CONTRACTOR'S receipt of said notice of cancellation of CONTRACTOR'S insurance.

Any failure by the CONTRACTOR to comply with the insurance requirements of this agreement in a timely manner shall constitute a breach of this agreement, and the COUNTY may, at its option, terminate this agreement upon written notice to the CONTRACTOR.

The above insurance is not, and shall not be construed as, a limitation upon CONTRACTOR'S obligation to indemnify the COUNTY.

This Agreement shall be void and of no effect unless throughout the term of this Agreement CONTRACTOR, in compliance with the provisions of the Workers' Compensation Law, shall secure compensation for the benefit of and keep insured during the life of this Agreement such employees as are required to be insured according to law. Proof of such Workers' Compensation Insurance coverage shall be provided to County.

9. This Agreement may be terminated by either party upon sixty (60) days written notice to the other party at the party's address stated herein.

IN WITNESS WHEREOF, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

COUNTY OF SARATOGA

Date 3-31-20

By: *Spencer Hellwig*  
SPENCER P. HELLWIG  
County Administrator  
Per Resolution #204-2015

Auctions International, Inc.

Date \_\_\_\_\_

By: *RJ Klisiewicz*

Print Name: RJ Klisiewicz

Social Security # \_\_\_\_\_  
or Federal I.D. # 32-0038079

INSURANCE: APPROVED  
~~WAIVED~~  
*Stephen M. Downy*  
County Attorney

APPROVED AS TO FORM AND CONTENT:

*Stephen M. Downy*  
County Attorney

COUNTY OF SARATOGA

REQUEST FOR MINOR CONTRACT

(maximum \$15,000 for services rendered after October 20, 2015)

TO: COUNTY ADMINISTRATOR

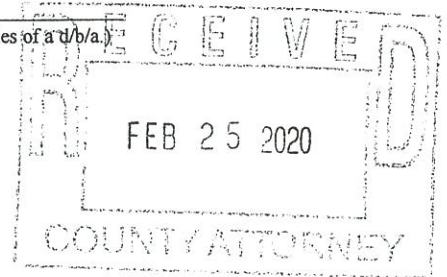
DATE: February 19, 2020

I hereby request approval for the following described minor contract (please attach to this Request any written proposal or quote received, whether by letter, email, proposed contract, etc.):

AMOUNT : \$500.00 TERM: two (2) years starting 3/10/2020

VENDOR : Auctions International, Inc.  
(Identify exact business entity, whether corporation, LLC, partnership, d/b/a, etc. List both entities of a d/b/a.)

ADDRESS: 11167 Big Tree Road  
East Aurora, New York 14052



SERVICES TO BE PROVIDED TO COUNTY:

Provide services related to on-line auction services for the disposal of surplus goods.

REASON FOR REQUEST:

The County of Saratoga provides all photos and descriptions of surplus goods to the Auctioneer, however, the RFP does provide a fee schedule for these services should the County request them. The fee schedule is attached to this request.

BUDGET ACCOUNT TO BE USED: A.24.000-8191.E

COMMENTS:

The initial term is for two years (2) beginning March 10, 2020, with the option of two (2), one (1) year extensions after the initial term.

IF WAIVER OF INSURANCE REQUESTED, PLEASE EXPLAIN:

DEPARTMENT: Purchasing *[Signature]*  
(SIGNATURE OF DEPARTMENT HEAD)

\*\*\*\*\*

APPROVED: 2-20-20 *[Signature]*  
Date COUNTY ADMINISTRATOR

**THIS REQUEST IS PART OF THE AGREEMENT AND MUST REMAIN ATTACHED**



JOHN T. WARMT  
Director

## SARATOGA COUNTY PURCHASING DEPARTMENT

*Central Stores ~ Central Printing ~ Central Mail*

50 WEST HIGH STREET \* BALLSTON SPA, NY 12020

Telephone: (518) 885-2210

Fax: (518) 885-2220

February 18, 2020

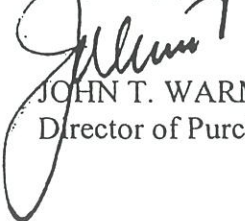
RJ Klisiewicz, III – Operations Manager  
Auctions International, Inc.  
11167 Big Tree Road  
East Aurora, NY 14052

Dear Mr. Klisiewicz:

This is to inform you that your Company has been chosen to provide on-line auction services to the County of Saratoga based on the information you submitted to our Request for Proposals – 20-RFPOAS-1 (attached). This award is pending the execution of a Contract.

If you have any questions, please contact my office.

Very truly yours,

  
JOHN T. WARMT  
Director of Purchasing



### PRICING SCHEDULE:

The RFP requires the offeror to submit pricing in the form of percentage of the sale price charged to the County for the use of their services, additional fees for set up work, including item descriptions and digital photographs:

1. The Contractor shall retain \_\_\_\_\_% of the sale price as compensation for all services provided.
2. The Contractor will charge 10% % as a buyer's premium to be added to highest bid as compensation for services provided.
3. The Contractor will charge the following fees for services rendered to facilitate a competitive auction:

<u>SERVICE DESCRIPTION</u>	<u>FEE SCHEDULE</u>
Online Auction	10% buyer's premium
Online Auction- 3 years old	5% buyer's premium
Online Auction- 2 years old	4% buyer's premium
Credit card payments fee	4%
<b>Optional Services</b>	
Asset check-in (General Merchandise)	\$5.00 per lot
Asset check-in (Heavy Equip/ Vehicles)	\$30.00 per lot
Please refer to the project cost proposal in our RFP response for a thorough explanation of fees, PAGES 108-109	

### AWARD PROCEDURE:

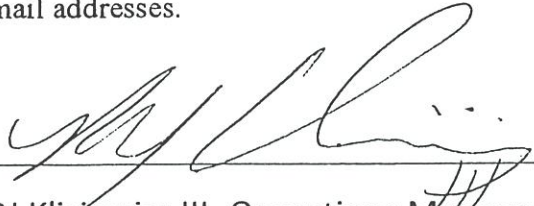
Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price, although price need not be the sole determining factor. After any negotiations have been conducted with each offeror selected, the County shall select the offeror, in its opinion, that has made the best proposal, and award a contract to that offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. Initial contract term will be for two (2) years, with the option of two (2), one year extensions with the approval of both parties.

**EXTENSION OF CONTRACT TO OTHER GOVERNMENT ENTITIES:**

Under NYS General Municipal Law Section (103), subdivision (3), it is the intent of this Request For Proposals that all political subdivisions, and districts located in the State of New York, be entitled to contract for services from the resulting award. Each participating entity shall be billed by and make payment directly to the successful offeror. In the event of a failure or breach in performance of any such contract by a participating entity or the successful offeror, Saratoga County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this RFP.

**REFERENCES:**

All offerors shall provide a list of three municipalities or other government agencies that are contracting for similar services to be used as references. Please include the agency name and address, contact person, phone numbers and email addresses.

DATE 2/3/2020 SIGNATURE   
NAME & TITLE RJ Klisiewicz III- Operations Manager  
COMPANY Auctions International, Inc.  
ADDRESS 11167 Big Tree Road  
East Aurora, NY 14052  
TELEPHONE (800) 536-1401 ext. 110  
FAX (800) 569-3334





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/31/2020

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).

<b>PRODUCER</b> AC Associates of NY Inc. 5135 Transit Road Depew NY 14043		<b>CONTACT NAME:</b> Lisa M. Jaracz <b>PHONE (A/C, No, Ext):</b> (716)681-4739 <b>E-MAIL ADDRESS:</b> ljaracz@acins.agency		<b>FAX (A/C, No):</b> (716)681-2078	
<b>INSURED</b> Auctions International Inc. 11167 Big Tree Road East Aurora NY 14052-9501		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Erie Insurance			<b>NAIC #</b> 26263
		<b>INSURER B:</b>			
		<b>INSURER C:</b>			
		<b>INSURER D:</b>			
		<b>INSURER E:</b>			
		<b>INSURER F:</b>			

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Contractual Liability</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	Q28-6500071	04/15/2019	04/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	Q09-6530135	09/15/2019	09/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	N	N	Q28-6570076	04/15/2019	04/15/2021	EACH OCCURRENCE \$ 5000000 AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Commerical Inland Marine	N	N	IM1800000017	05/23/2019	05/23/2021	\$500 deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The County of Saratoga is listed as additional insured on a direct, primary and non-contributory basis. 15 day notice of cancellation to The County of Saratoga including, without limitation, for nonpayment of premium, or material amendment

**CERTIFICATE HOLDER**

The County of Saratoga  
 40 McMaster St  
 Ballston Spa NY 12020

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Fax:      Email:

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ACORD 25 (2014/01)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/31/2020

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).

<b>PRODUCER</b> AC Associates of NY Inc. 5135 Transit Road Depew NY 14043		<b>CONTACT NAME:</b> Lisa M. Jaracz <b>PHONE (A/C. No. Ext):</b> (716)681-4739 <b>E-MAIL ADDRESS:</b> ljaracz@acins.agency		<b>FAX (A/C. No):</b> (716)681-2078	
<b>INSURED</b> Auctions International Inc. 11167 Big Tree Road East Aurora NY 14052-9501		<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b> 26263
		<b>INSURER A :</b> Erie Insurance			
		<b>INSURER B :</b>			
		<b>INSURER C :</b>			
		<b>INSURER D :</b>			
		<b>INSURER E :</b>			
		<b>INSURER F :</b>			

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Contractual Liability</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	Q28-6500071	04/15/2019	04/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	Q09-6530135	09/15/2019	09/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	Q28-6570076	04/15/2019	04/15/2021	EACH OCCURRENCE \$ 5000000 AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Commerical Inland Marine	N	N	IM180000017	05/23/2019	05/23/2021	\$500 deductible

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

The County of Saratoga is listed as additional insured on a direct, primary and non-contributory basis. 15 day notice of cancellation to The County of Saratoga including, without limitation, for nonpayment of premium, or material amendment

**CERTIFICATE HOLDER****CANCELLATION**

The County of Saratoga 40 McMaster St Ballston Spa NY 12020	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 
---	---

Fax: Email:

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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: Q28-6500071

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

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b> The County of Saratoga 40 McMaster St. Ballston Spa, NY 12020
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

Auctions International Inc  
11167 Big Tree Rd  
East Aurora, NY 14052  
Q28-6500071

ERIE INSURANCE  
COMMERCIAL GENERAL LIABILITY  
CG 20 01 (Ed. 4/13) UF-B259

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

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1) The additional insured is a Named Insured under such other insurance; and

2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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# Appendix B

## Insurance Specifications

The following minimum insurance requirements shall apply to vendors providing services to the Erie County Water Authority (the Authority). If a service or project, in the opinion of the Authority, represents an unusual or exceptional risk, the Authority 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:

#### 1. **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

#### 2. **New York Disability Benefits Liability:** Statutory coverage if New York State domiciled employees are used.

#### 3. **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

#### 4. **Automobile Liability:**

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

#### 5. **Umbrella Liability:**

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

#### 6. **Cyber Liability**

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

## 7. Commercial Crime/Employee Theft Coverage

- \$500,000 Per Occurrence
- Coverage shall include “Theft of Client Property” and Computer Fraud

Certificates of Insurance to be provided to the Authority prior to start of work as follows:

ACORD 25 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 the Authority 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 the Authority 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 the Authority 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 the Authority, 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. Such insurance shall continue through the term of this Agreement and vendor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Acts Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that vendor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue if the law allows.

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 the Authority shall not be construed to relieve the outside vendor of any obligations, responsibilities, or liabilities.

Certificates of Insurance should be e-mailed to [mmusarra@ecwa.org](mailto:mmusarra@ecwa.org) or mailed to Ms. Molly Jo Musarra, Claim 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 Ms. Musarra by e-mail or phone (716) 849-8465.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/18/2021

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

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

<b>PRODUCER</b> AC Associates of NY Inc. 5135 Transit Road Depew NY 14043		<b>CONTACT NAME:</b> Lisa M. Jaracz <b>PHONE (A/C, No, Ext):</b> (716)681-4739 <b>E-MAIL ADDRESS:</b> ljaracz@acins.agency		<b>FAX (A/C, No):</b> (716)681-2078	
<b>INSURED</b> Auctions International Inc. 11167 Big Tree Road East Aurora NY 14052-9501		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
		<b>INSURER A:</b> Erie Insurance		26263	
		<b>INSURER B:</b> Allegany Co-Op		13285	
		<b>INSURER C:</b>			
		<b>INSURER D:</b>			
		<b>INSURER E:</b>			
		<b>INSURER F:</b>			

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

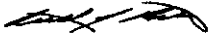
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Contractual Liability</b> GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	Q28-6500071	04/15/2021	04/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			Q09-6530135	09/15/2020	09/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			Q28-6570076	04/15/2021	04/15/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
B	<b>Commerical Inland Marine</b>			IM180000017	05/23/2020	05/23/2021	\$500 deductible

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

Erie County Water Authority, its officers, agents and employees are listed as additional insured on a direct, primary and non-contributory basis. Waiver of subrogatin applies in favor of Certificate holder.

**CERTIFICATE HOLDER****CANCELLATION**

Erie County Water Authority 295 Main Street Room 350  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 
--	---

Fax: Email:

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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: Q28-6500071

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

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b> Erie County Water Authority its officers, agents and employees 295 Main Street Room 350 Buffalo, NY 14203
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations



Auctions International Inc  
11167 Big Tree Road  
East Aurora, NY 14052  
Q28-6500071

ERIE INSURANCE  
COMMERCIAL GENERAL LIABILITY  
CG 20 01 (Ed. 4/13) UF-B259

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

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1) The additional insured is a Named Insured under such other insurance; and

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## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<b>Name Of Person Or Organization:</b> Erie County Water Authority its officers, agents and employees 295 Main Street Room 350 Buffalo, NY 14203
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Q28-6500071  
Auctions International Inc.  
11167 Big Tree Rd  
East Aurora, NY 14052

ERIE INSURANCE  
GENERAL USE  
GU-128 (Ed. 8/13) UF-B002

## **CANCELLATION NOTICE TO DESIGNATED ENTITY**

If we cancel this policy before the expiration date, other than at the request of the Named Insured or for nonpayment of premium, we will mail advance notice to the persons or organizations who are designated on the Declarations as subject to this endorsement. We will mail such notice at least 30 days before the effective date of cancellation.

If we cancel due to nonpayment of premium, we will mail notice to the persons or organizations designated in the Declarations as subject to this endorsement within 45 days after the effective date of cancellation.

If the Named Insured requests cancellation before the policy expiration date, we will mail notice to the persons or organizations designated in the Declarations as subject to this endorsement within 30 days after the Named Insured's request to cancel.

Proof of mailing constitutes proof of notice.

In no event will coverage extend beyond the actual expiration, termination, or cancellation of the policy.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/28/2021

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

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

<b>PRODUCER</b> PointeNorth Insurance Group, LLC PO Box 724728  Atlanta GA 31139		<b>CONTACT NAME:</b> Carolyn Smith <b>PHONE (A/C, No, Ext):</b> (770) 858-7540 <b>E-MAIL ADDRESS:</b> csmith@pointenorthins.com <b>FAX (A/C, No):</b> (770) 858-7545	
<b>INSURED</b> Auctions International, Inc. 11167 Big Tree Road  East Aurora NY 14052-9501		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: CL2152809466


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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Crime</b>	Y		106648450	12/12/2020	12/12/2021	Theft of Client Property \$500,000 Computer Fraud \$500,000 Single Loss Retention \$ 5,000

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 295 Main St., Rm. 350  Buffalo NY 14204-2494	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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**POLICY CHANGES ENDORSEMENT**

This endorsement modifies the following:

**Crime**

**It is agreed that:**

1. As of the Effective Date of this endorsement, the Declarations is amended, as indicated below by :

**ITEM 1:**

**NAMED INSURED:**

D/B/A:

Principal Address:

**ITEM 2:**

POLICY PERIOD:

Inception Date:

Expiration Date:

12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.

**ITEM 5:** (but only for direct loss that the **Insured** sustains which is directly caused by a **Single Loss Discovered** on or after the Effective Date of this endorsement)

	<b>CRIME</b>	
	<b>Single Loss Limit of Insurance</b>	<b>Single Loss Retention</b>
<input checked="" type="checkbox"/> <b>Insuring Agreement A. Fidelity</b> 1. Employee Theft 2. ERISA Fidelity 3. Employee Theft of Client Property	<b>\$500,000</b>  <b>\$500,000</b>  <b>\$500,000</b>	<b>\$5,000</b>  <b>\$0</b>  <b>\$5,000</b>
<input checked="" type="checkbox"/> <b>Insuring Agreement B. Forgery or Alteration</b>	<b>\$500,000</b>	<b>\$5,000</b>
<input checked="" type="checkbox"/> <b>Insuring Agreement C. On Premises</b>	<b>\$500,000</b>	<b>\$5,000</b>
<input checked="" type="checkbox"/> <b>Insuring Agreement D.</b>		

Issuing Company: **Travelers Casualty and Surety Company of America**

Effective Date: **May 27, 2021**

Policy Number: **106648450**

In Transit	\$500,000	\$5,000
<input checked="" type="checkbox"/> Insuring Agreement E. Money Orders and Counterfeit Money	\$500,000	\$5,000
<input checked="" type="checkbox"/> Insuring Agreement F. Computer Crime		
1. Computer Fraud	\$500,000	\$5,000
2. Computer Program and Electronic Restoration Expense	\$100,000	\$1,000
<input checked="" type="checkbox"/> Insuring Agreement G. Funds Transfer Fraud	\$500,000	\$5,000
<input checked="" type="checkbox"/> Insuring Agreement H. Personal Accounts Protection		
1. Personal Accounts Forgery or Alteration	\$500,000	\$5,000
2. Identity Fraud Expense Reimbursement	\$25,000	\$0
<input type="checkbox"/> Insuring Agreement I. Claim Expense		

Policy Aggregate Limit of Insurance:  Applicable  Not Applicable

If a Policy Aggregate Limit of Insurance is applicable, then the Policy Aggregate Limit of Insurance for each **Policy Period** for Insuring Agreements A through H, inclusive, is: .

If a Policy Aggregate Limit of Insurance is not included, then this **Crime Policy** is not subject to a Policy Aggregate Limit of Insurance as set forth in Section V. CONDITIONS B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT 1. Limit of Insurance a. Policy Aggregate Limit of Insurance.

**INSURED'S PREMISES COVERED:** - All Premises of the Insured in the United States of America, its territories and possessions, Canada, or any other country throughout the world, except:

**ITEM 6:**

PREMIUM FOR THE POLICY PERIOD:

**\$1,533.00** Policy Premium

Annual Installment Premium

2. As of the Effective Date of this endorsement, this policy is amended as indicated below by :

Forms and endorsements added:

**CRI-7021-0116**

Forms and endorsements deleted:

Forms and endorsements amended:

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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

**CLIENT PROPERTY COVERAGE ENDORSEMENT**

This endorsement changes the following:

**Crime**

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**It is agreed that:**

The following applies to the coverage provided by **Insuring Agreement A. FIDELITY 3. Employee Theft of Client**

Property as indicated below by  :

Section III. DEFINITIONS C. **Client** is amended to read as follows:

- C. **Client** means an entity or natural person for which the **Insured** performs services as specified in a written agreement, but only while the written agreement is in effect.

<OR>

Section III. DEFINITIONS C. **Client** includes only those entities or persons scheduled and described below:

SCHEDULE

Client

Written Agreement Identification

Erie County Water Authority

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Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106648450**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/27/2021

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

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

<b>PRODUCER</b> AC Associates of NY Inc (Depew) 5135 Transit Road  Depew NY 14043		<b>CONTACT NAME:</b> Lisa M. Jaracz <b>PHONE (A/C. No. Ext):</b> (716)681-4739 <b>E-MAIL ADDRESS:</b> ljaracz@acins.agency <b>FAX (A/C. No):</b> (716)681-2078	
		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : HSB Specialty Insurance Company	<b>NAIC #</b> 14438
<b>INSURED</b> Auctions International Inc 11167 Big Tree Rd  East Aurora NY 14052-9501		INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	


**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Cyber Security			660948801	05/25/2021	05/25/2022	Privacy	1,000,000
							Network Security	1,000,000
							Deductible	5,000

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 295 Main Street Room 350  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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Fax:

Email:

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ACORD 25 (2016/03)

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**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**



SCAN TO VALIDATE  
AND SUBSCRIBE

^ ^ ^ ^ ^ ^ ^ ^ 320038079  
AUCTIONS INTERNATIONAL INC  
TA REALTY PROS USA  
11167 BIG TREE RD  
EAST AURORA NY 14052

<b>POLICYHOLDER</b> AUCTIONS INTERNATIONAL INC TA REALTY PROS USA 11167 BIG TREE RD EAST AURORA NY 14052		<b>CERTIFICATE HOLDER</b> ERIE COUNTY WATER AUTHORITY 295 MAIN STREET ROOM 350 BUFFALO NY 14203	
<b>POLICY NUMBER</b> B1384 438-6	<b>CERTIFICATE NUMBER</b> 541754	<b>POLICY PERIOD</b> 03/25/2021 TO 03/25/2022	<b>DATE</b> 5/18/2021

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1384 438-6, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

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

THIS 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

VALIDATION NUMBER: 421624321



CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

1a. Legal Name & Address of Insured (use street address only) AUCTIONS INTERNATIONAL INC 11167 BIG TREE ROAD EAST AURORA, NY 14052
1b. Business Telephone Number of Insured (716) 656-1400
1c. Federal Employer Identification Number of Insured or Social Security Number 320038079
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) ERIE COUNTY WATER AUTHORITY 295 MAIN STREET ROOM 350 BUFFALO, NY 14203
3a. Name of Insurance Carrier New York State Insurance Fund (NYSIF)
3b. Policy Number of Entity Listed in Box "1a" DBL 5323 90 - 3
3c. Policy effective period 05/07/2021 to 05/07/2022

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

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 5/18/2021 By (Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title Melissa Jensen, Director of Disability Insurance Unit

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

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

Date Signed By (Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number Name and Title

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

## Additional Instructions for Form DB-120.1

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

The insurance carrier must notify the above certificate holder and the Worker's Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

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

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

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

### DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

#### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

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