



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

September 08, 2025

To: Terrence D. McCracken, Secretary to the Authority

From: Lavonya C. Lester, Director of Administration *LCL*

Subject: NYSID Preferred Source Janitorial Cleaning Contract PN202000211

The Administration department is requesting the Authority enter a new professional services contract with New York State Industries for the Disabled (NYSID) and the Erie County Chapter of NYSARC d/b/a The Arc of Erie County New York (Arc) for the purposes of professional cleaning services at the Service Center building for the period of one year beginning 10/1/2025 – 09/30/2026.

We negotiated new pricing with The Arc / NYSID, and our new cleaning cost will be \$8,148.41 per month / Annual cost \$97,780.95. This contract will be subject to prevailing wage rates and will be based on NYS DOL wage schedules.

NYSID is a non-profit agency that employs individuals who are disabled. It is an Office of General Services (OGS), approved preferred source that can supply the services we need. The Authority has a good business relationship with the organization and its employees, and we have been happy with the services performed over the last several years through this preferred source and would like to continue doing business with this organization.

Enclosed you will find the contract for review and signature.

Budget Information:

Unit: 3070

GL: 401000 - 681019

Budget Line: Payments to Contractors – Other

LCL: lcl

Attachment

cc:

**ERIE COUNTY WATER AUTHORITY
AUTHORIZATION FORM
For Approval/Execution of Board Meeting Documents**

Document Name: _____ **Project No.:** _____

Description: _____

Item Description:

Choose one:

Other: _____

Action Requested:

Choose one:

Other: _____

Approvals Required:

APPROVED AS TO CONTENT:

Chief Financial Officer



Date: 09/09/25

Chief Operating Officer



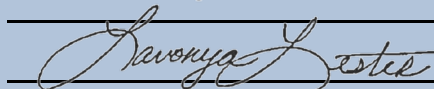
Date: 09/08/2025

Claims Rep. – Risk Manager



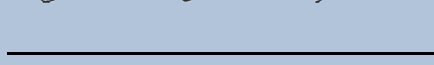
Date: 9/8/2025

Comptroller



Date: _____

Director of Administration



Date: 09/08/2025

Director of Distribution



Date: _____

Director of Human Resources



Date: _____

Director of IT



Date: _____

Director of Production



Date: _____

Director of Water Quality



Date: _____

Executive Engineer



Date: 09/08/2025

General Counsel (Legal)



Date: 9/8/2025

Other: _____

Date: _____

APPROVED FOR BOARD RESOLUTION:

Secretary to the Authority



Date: 09/09/25

Remarks: _____

Resolution Date: _____ **Item No:** _____

**PROFESSIONAL SERVICES AGREEMENT
FOR CLEANING SERVICES**

This is an Agreement effective as of September 18, 2025 (“Effective Date”) by and between

ERIE COUNTY WATER AUTHORITY

295 Main Street, Room 350
Buffalo, New York 14203

hereinafter referred to as the “Authority,”

NEW YORK STATE INDUSTRIES FOR THE DISABLED, INC.

11 Columbia Circle Drive
Albany, New York 12203

hereinafter referred to as “NYSID,” and

ERIE COUNTY CHAPTER NYSARC, INC. d/b/a

THE ARC ERIE COUNTY NEW YORK

30 Wilson Road
Williamsville, New York 14221

hereinafter referred to as the “ARC.”

NYSID and the ARC are hereinafter collectively referred to as the “Service Provider.”

WHEREAS, the Authority is a public benefit corporation organized pursuant to §1053 of the Public Authorities Law of the State of New York, and pursuant to such statute, the Authority’s members are appointed by Erie County Legislature;

WHEREAS, no member of the Authority is appointed by the Governor of the State of New York and therefore the Authority is a local public authority;

WHEREAS, as a public authority, the Authority is required to purchase cleaning services from a preferred source as established under New York law, and is required to ensure that its vendors comply with the prevailing wages set forth in Article 9 of the New York Labor Law;

WHEREAS, NYSID is a preferred source facilitating agency that works with preferred sources throughout New York State, including ARC in Erie County;

WHEREAS, the Authority seeks to enter into a contract for general cleaning services at its Service Center located at 3030 Union Road, Cheektowaga, New York (“Service Center”).

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Authority and the Service Provider agree as follows:

ARTICLE 1 – CLEANING SERVICES

1.01 *Standard of Performance:*

- A. The standard of care for all professional cleaning and related services performed or furnished by the Service Provider under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the time and in the same locality.
- B. The Service Provider agrees to provide reliable cleaning services that observe safety and health recommendations and that maintain and restore the cleanliness of the Service Center.
- C. The Service Provider agrees that its employees will conduct themselves in a professional business manner while on Authority property, which includes, but is not limited to, no loud music and no disruptive behavior.
- D. The Service Provider agree that its employees will comply with the Authority's Drug and Alcohol Policy that requires a drug and alcohol-free environment on Authority premises.

1.02 *Scope of Services:*

- A. *Coordination of Services with the Authority*
 - 1. The Authority's Director of Administration shall designate a Facilities Manager to coordinate services provided under this Agreement with the Service Provider. For the purposes of this Agreement, unless otherwise indicated by the Director of Administration, the Facilities Manager shall be Kim Bowers, an Administrative Assistant to the Authority. The Facilities Manager will act as the Service Provider's primary contact with the Authority.
 - 2. The ARC shall designate an Operations Manager and agrees to provide the Facilities Manager with the name and contact information of the Operations Manager. The Operations Manager will oversee the services provided to the Authority under this Agreement. The Operations Manager must train all cleaning staff prior such staff providing cleaning services for the Authority. The Operations Manager is responsible for monitoring all cleaning staff assigned to Authority property and for ensuring the quality of the work performed by the cleaning staff meets the requirements of this contract.
 - 3. The Operations Manager will provide the Facilities Manager with a list of all personnel performing cleaning services at Authority property.

4. To the best of the ability of the Service Provider, the Operations Manager will provide twenty-four (24) hour notice to the Facilities Manager in the event of changes in personnel.
5. The Operations Manager will be responsible for the cleaning staff maintaining a service log with descriptions of the services performed. This service log is refreshed by the Facilities Manager on a weekly basis.
6. The Operations Manager will schedule all general cleaning performed under this Agreement with the Facilities Manager.

B. *General Cleaning*

1. All general cleaning services provided under this Agreement will be provided at the Service Center only.
2. The Service Center is a multi-use one-story building with a basement with office space, conference rooms, a training room, storage space, and construction space. The Service Center includes eight (8) restrooms, two (2) eating/break rooms with appliances, a handicap accessible lift area, locker rooms and shower stalls. The floor surfaces include, but are not limited to, concrete, carpet and various tile. The wall surfaces include, but are not limited to painted, carpeted, glass, and metal. A diagram of the Service Center is attached to, and incorporated into this Agreement as, Appendix A.
3. The Service Provider agrees to provide cleaning and janitorial maintenance to the following general office areas of the Service Center:
 - a. All first floor offices, including the copy room, drafting room, meter shop offices, dispatch area, and crew chief areas;
 - b. Basement areas, including the map/records office area, human resource offices, the training room, instrumentation area, information technology offices, and the map/records storage area; and
 - c. All entrances, lobbies, corridors, stairways, and handicap access areas throughout the Service Center.
4. The Service Provider agrees to provide general cleaning services for forty-eight (48) hours per week consisting of a daytime cleaner and a nighttime cleaner at 4 hours per shift, including a paid 15 min break per shift, for a total of 2,496 hours annually. The daily schedule for general cleaning staff will be determined by the Facilities Manager, working with the Operations Manager.

5. The Authority has the option to request additional cleaning services not set forth in the paragraphs above which will be billed at an hourly rate set forth in Article 2.
6. The Authority and the Service Provider have agreed that a reduced schedule of one four (4) hour cleaning shift per day will be in effect on the following holidays: (1) New Year's Day; (2) President's Day; (3) Good Friday; (4) Memorial Day; (5) Juneteenth; (6) Independence Day; (7) Labor Day; (8) Veterans Day; (9) Thanksgiving Day; (10) Day after Thanksgiving; (11) Christmas Eve; and (12) Christmas Day.
7. The Facilities Manager, working with the Operations Manager, will designate what cleaning tasks need to be performed daily, twice weekly, weekly, monthly and bi-annually. A sample cleaning checklist is attached to this Agreement as Appendix B. The general cleaning services to be provided shall include:
 - a. General Office Cleaning
 1. Clean doors, door frames, light switches, window treatments, walls and glass, including glass partitions and glass wall items;
 2. Dust cobwebs, baseboards, sills, ledges, file cabinet tops, furniture surfaces, and window treatments;
 3. Empty trash receptacles, shredders, and recyclables, change liners in trash receptacles, take all trash to the dumpster, and take recyclables to the proper area for collection;
 4. Sweep and wet mop concrete floors;
 5. Sweep and wet mop tile floors and baseboards;
 6. Check and fill wall hand sanitizer stations;
 7. Strip, spray buff, wax, and polish tile floors;
 8. Vacuum or sweep and mop offices;
 9. Shampoo carpets; and
 10. Perform additional general office cleaning tasks as requested by the Facilities Manager.
 - b. Cleaning of Restrooms, Locker Rooms and Showers

1. Maintain sanitized condition in these areas;
 2. Clean and disinfect sinks, showers, fixtures, urinals, commodes, tile walls, and radiator covers;
 3. Sweep and mop floors;
 4. Disinfect floor drains;
 5. Clean mirrors, stall doors, outside locker surfaces and benches;
 6. Check and replace urinal and toilet deodorizers;
 7. Check and fill paper towel, toilet paper and soap dispensers; and
 8. Perform additional cleaning tasks in these areas as requested by the Facilities Manager.
- c. Cleaning of Lunch Rooms, Kitchens and Break Areas
1. Clean tables, sinks, counters, and counter appliances;
 2. Sweep and mop floors;
 3. Clean interior and exteriors of refrigerators/freezers, dishwashers, microwaves, and cupboards;
 4. Run dishwasher, when necessary;
 5. Deep clean refrigerators/freezers, including discarding of old food items and disinfecting the exterior and interior;
 6. Maintain supply of paper products; and
 7. Perform additional cleaning tasks as requested by the Facilities Manager.
8. The Service Provider, on a mutually agreed upon schedule, will provide carpet cleaning and floor buffing services.
 9. The Authority agrees to provide the Service Provider with a storage room for equipment, materials, and supplies. All equipment left on Authority premises by the Service Provider must be properly labeled. The Authority

will not be held responsible for any loss to the Service Provider due to the storage of equipment, materials and supplies on Authority premises.

10. The Authority agrees to provide the Service Provider with paper products, trash can liners, liquid hand soap, powdered hand soap, dish soap, grit soap, air fresheners, cleaning products, floor stripping products, and floor wax for use in cleaning Authority premises.
11. The Service Provider agrees to provide appropriate cleaning equipment, including, but not limited to, commercial grade vacuum(s), dry mops, wet mops, brooms, buckets, a commercial grade carpet scrubber/shampooer and equipment for floor buffing, stripping and waxing including a commercial grade walk behind floor scrubber and high speed burnisher. The Service Provider's equipment shall be of the size and type suitable for accomplishing the various phases of work described herein, shall operate from existing sources of electrical power and shall have low noise level of operations. Equipment considered to be improper or inadequate for the purpose shall be removed from the job and replaced with satisfactory equipment. All equipment shall be stored on site.

- C. Daily inspection of the Service Provider's work will be made by the Authority's representative/Facilities Manager. The Facilities Manager has authority to point out to the Service Provider incomplete or defective work and necessary corrective measures, but does not have authority to alter the terms or conditions of the contract. In addition, the Facilities Manager shall maintain a "Cleaning Checklist" to note any deficiencies and/or special needs. The Service Provider is responsible to check this log daily and attend to requests and initial when complete.

D. ***Cleaning Staff***

1. The Service Provider acknowledges that the Service Center is a secure facility that is not open to the general public. The Authority takes great care to ensure the security of its facilities, including performing background checks on all employees. The Service Provider agrees that all cleaning staff assigned to the Service Center cannot have any conviction in the past ten years for any crime related to theft, trespass or unauthorized entry into a private dwelling or facility.
2. The Service Provider acknowledges that the Authority has adopted a Drug and Alcohol policy, and that Authority employees are routinely and randomly tested under this policy. The Service Provider agrees to provide the Facilities Manager with a copy of the policy relating to drug and alcohol use applicable to cleaning staff. The Service Provider agrees that, at a minimum, there will be a procedure by which the Authority can request that cleaning staff suspected to be under the influence of drugs or alcohol on

Authority property will be drug tested, at the Service Provider's expense, if so requested by the Facilities Manager.

1.04 Access to Authority Property:

- A. The Service Provider must notify the Authority's Security Officer and provide government-issued photo identification of all employees retained by the Service Provider, or its subcontractor, who will be working on-site at one of the Authority's facilities and must also provide any additional information reasonably requested by the Authority's Security Officer.
- B. The Security Officer will issue security passes to the Service Provider's employees assigned to work on-site at one of the Authority's facilities, allowing entrance to such Authority facility subject to the same conditions as an Authority employee.
- C. No person may visit any Authority property without the authorization of the Authority and/or its Security Officer.

1.05 Compliance with Laws and Regulations, and Policies and Procedures

- A. The Authority and the Service Provider shall comply with all applicable federal, state or local laws and regulations and all applicable Authority policies and procedures.
- B. The Service Provider shall comply with the provisions of the Shield Act, codified at General Business Law § 899 aa of the laws of the State of New York.
- C. The Authority shall provide the Service Provider in writing any and all other Authority policies and procedures applicable to the Service Provider's performance of services under this Agreement. The Service Provider agrees to comply with such policies and procedures to the extent compliance is not inconsistent with professional practice requirements.

ARTICLE 2 – PAYMENT OF PROFESSIONAL SERVICES

2.01 The Service Provider shall submit monthly invoices to the Authority, detailing the hours and description of the services rendered to the Authority in a form acceptable to the Authority's Chief Financial Officer and/or Comptroller. For services described under §1.03, paragraph B of this Agreement, the Authority shall pay the Service Provider \$8,148.41 on a monthly basis.

2.02 The rates for cleaning staff include hourly wages at prevailing wage rates, fringe benefits, equipment costs, an administrative overhead fee (18%), and a preferred source fee (4%). The Authority agrees that the hourly rates will be adjusted annually on July 1st based on any changes in prevailing wages under Article 9 of the New York State Labor. Provided the administrative fee and preferred source fee percentages are not changed, the Authority agrees to such an adjustment of the prevailing wage and supplemental benefits only. The Authority further agrees that such an adjustment may be approved by the Authority's Director of Administration.

2.03 The Facilities Manager may request general cleaning services in excess of the hours provided for under §1.03, paragraph B, at the rate set forth an hourly rate of \$39.89. Such services must be pre-approved by the Authority's Director of Administration.

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

ARTICLE 3 – GENERAL PROVISIONS

3.01 Subcontract and Assignments: 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.

3.02 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.

3.03 Right to Terminate: The Authority reserves the right to terminate the Service Provider's services at any time, without cause, based on seven (7) days' written notice. The Service Provider shall not be entitled to lost profit and shall perform only such services, after notification of termination, as the Authority directs.

3.04 Indemnification:

- A. To the fullest extent permitted by law, the Service Provider agrees to indemnify and hold the Authority harmless from all third party claims, liabilities, damages and costs (including all reasonable attorney's fees, and cost of defense) to which the Authority, its officers, directors and employees may be subject to, arising out of the death or bodily injury to any person or the destruction or damage to any property to the extent caused by the negligent acts, errors or omissions, or willful misconduct of the Service Provider's performance of professional services provided under this Agreement and those of its subcontractors or anyone for whom the Service Provider is legally liable.
- B. To the fullest extent permitted by law, the Authority agrees to indemnify and hold the Service Provider harmless from all third party claims, liabilities, damages and costs (including all reasonable attorney's fees and cost of defense) to the extent caused by the negligent acts, errors or omissions of the Authority, its contractors, engineers, or anyone for whom the Authority is legally liable.

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

3.06 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.

3.07 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 being subject to further obligations under its terms, except for the payment of services already rendered by the Service Provider. So long as the Service Provider reports such a conflict as required by this section, the Service Provider will have no further obligations for completing the scope of services under the terms of this Agreement.

3.08 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.

3.09 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.

3.10 Independent Status:

- A. Nothing contained in the Agreement shall be construed to render either the Authority or the Service Provider, 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 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.

- B. The Service Provider 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 Article 1.
- C. 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.
- D. 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 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.

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

3.12 Gratuities: The Service Provider shall prohibit its agents, employees and consultants from using their positions for personal financial gain, or from accepting any personal advantage from anyone under circumstances 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.

3.13 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 Any provision or part of the Agreement held to be void or unenforceable by a court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties, which agrees that the Agreement shall be reformed to replace such stricken provisions or part thereof with a valid enforceable provision that comes as close as possible to expressing the intent of the stricken provision. The validity and enforceability of all other provisions of this Agreement shall not otherwise be affected.

ARTICLE 5 – DURATION

5.01 All services to be provided under this Agreement shall be provided over a one-year period

from October 1, 2025 through September 30, 2026.

5.02 The Authority reserves the right to terminate this Agreement 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 Agreement.

ERIE COUNTY WATER AUTHORITY

By _____
Jerome D. Schad, Chair

**NEW YORK STATE INDUSTRIES FOR
THE DISABLED, INC.**

By _____
Sarah DeVoe, Chief Compliance Officer

**ERIE COUNTY CHAPTER NYSARC, INC.
d/b/a THE ARC ERIE COUNTY NEW YORK**

By _____
Douglas DiGesare, Chief Executive Officer

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 2025, 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 Chair of the Board of Commissioners for the Erie County Water Authority described in the above instrument; and that he signed his name thereto by order of the Board of Commissioners.

Notary Public

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 2025, before me personally came Sarah DeVoe, to me known, who, being by me duly sworn, did depose and say that she resides in Saratoga County, New York, that she is the Chief Compliance Officer of New York State Industries for the Disabled, Inc., described in the above instrument; and that she signed her name thereto by order of the Board of Directors of said Corporation.

Notary Public

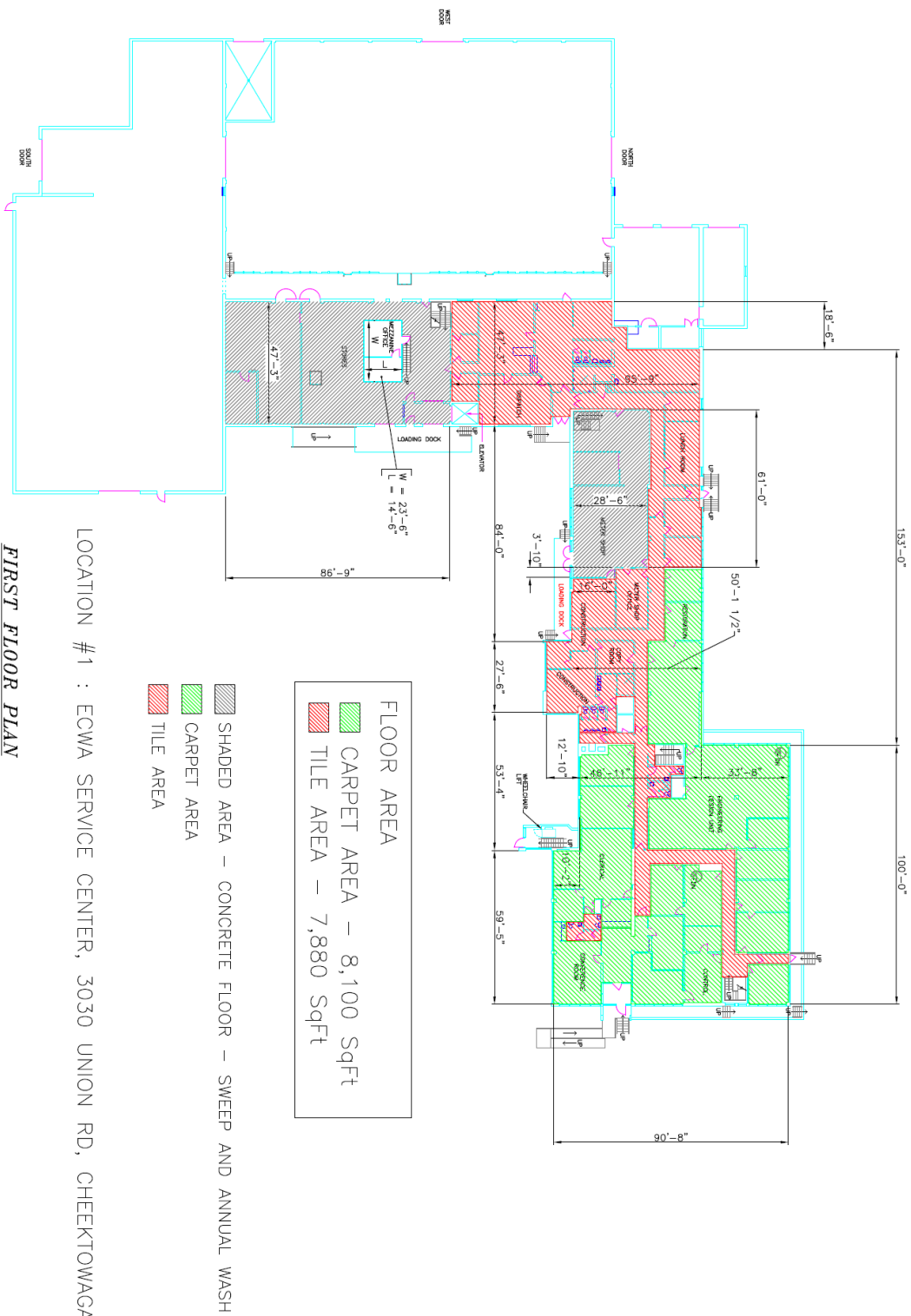
STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 2025, before me personally came Douglas DiGesare, to me known, who, being by me duly sworn, did depose and say that he resides in Kenmore, New York, that he is the Chief Executive Officer of Erie County Chapter NYSARC, Inc. d/b/a The ARC Erie County, described in the above instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.

Notary Public

APPENDIX A

Service Center Floor Plan



LOCATION #1 : ECWA SERVICE CENTER, 3030 UNION RD, CHEEKTOWAGA, N.Y.

FIRST FLOOR PLAN

APPENDIX B

Cleaning Checklists

DAILY CLEANING CHECKLIST <i>Initial each task by day as completed</i>								
		Mon	Tue	Wed	Thr	Fri	Sat	Sun
	Date -->							
A.	Restrooms, locker room and showers							
	Clean & disinfect sinks, fixtures, urinals, and commodes							
	Clean and disinfect showers							
	Clean mirrors							
	Check and replace urinal and toilet deodorizers							
	Check and fill paper towel, toilet paper, and soap							
	Clean stall doors and fixtures							
	Sweep / mop floors							
B.	Lunch rooms, kitchens, and break areas							
	Wipe down tables, clean sink, counters and countertop appliances.							
	Clean exteriors of fridge/freezer, dishwasher, and cupboards							
	Clean exterior and interior of microwave							
	Maintain supply of paper products							
	Sweep / mop floors							
C.	Trash							
	Empty trash & paper recycle cans, change liners, empty shredder in copy room. Take trash to outside garbage dumpster.							
	Cardboard should be placed in basement tote and moved to outside cardboard dumpster as necessary.							
D.	Front Office, Lobby Area & Hallway Floors							
	Vacuum all carpet areas in front office, lobby area and hallways. <i>Note: front office / lobby area not applicable on Sat & Sun.</i>							
	Sweep & wet mop tile floors and baseboards in hallways.							
E.	Dispatch, Foremans Area & Generals Hallway							
	Sweep and wet mop floors.							
F.	General cleaning of building							
	Spot clean doors, door frames, light switches, walls and glass							
	Replenish wall hand sanitizer units as necessary							
	Any cleaning requested by customer							

STANDARDS: The following standards shall be used in evaluation of janitorial services:

Dusting - A properly dusted surface is free of all dirt and dust, dust streaks, lint and cobwebs. Desks are excluded from this work.

Plumbing Fixtures and Dispenser Cleaning - Plumbing fixtures and dispensers are clean when free of all deposits and stains so that item is left without streaks, dust, film, odor or stains.

Sweeping - A properly swept floor is free of all dirt, dust, grit, lint and debris except imbedded dirt and grit.

Spot Cleaning - A surface adequately spot cleaned is free of all stains, deposits and is substantially free of cleaning marks.

Damp Mopping - A satisfactorily damp-mopped floor is without dirt, dust, marks, film, streaks, debris or standing water.

Metal Cleaning - All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance. Cleaner is removed from adjacent surfaces.

Glass Cleaning - Glass is clean when all accessible glass surfaces are without streaks, film, deposits, and stains, and has a uniformly bright appearance and adjacent surfaces have been wiped clean.

Scrubbing - Scrubbing is satisfactorily performed when all surfaces are without imbedded dirt, cleaning solution, film, debris, stains and marks and standing water in all areas and floor has a uniformly clean appearance. A plain water rinse must follow the scrubbing process immediately.

Wall Cleaning - After cleaning, the surfaces of all walls, ceilings, exposed pipes and equipment will have a uniformly clean appearance, free from dirt, stains, streaks, lint and cleaning marks, painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film, streaks and deposits.

Buffing of Floor Surfaces - All waxed and/or acrylic finished areas will be buffed sufficiently for maximum gloss, as to provide the removal of surface dirt and yield a uniform appearance.

- Wash specified waste receptacles to keep in sanitary condition. Washing shall be accomplished with brush and detergent solution. Use of steam or cleaning agents harmful to paint or receptacle material will not be permitted. Receptacles will be left free of deposits, stains, dirt streaks and odor
- Turning off Lights – Janitorial staff shall be responsible to turn off interior lights after the conclusion of their nightly operations
- All unclaimed articles found in or about the work areas by the CONTRACTOR will be turned in immediately to the Agency's District Office Manager of Operations located at this facility
- High Dusting - Removal of dust from walls, ceilings, and other structural components; equipment and fixtures above six-foot reach from floor, with hand dusters or vacuum cleaner

- Vacuum Carpets (spot clean) – Vacuum all carpeted common areas, heavy traffic areas and entranceways and spot cleaned, as necessary.

Checklist for monthly cleaning duties

MONTHLY CLEANING CHECKLIST												
<i>Initial each task as completed</i>												

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Section 1												
Section 2												
Section 3												
Section 4												

SECTION 1

General office area

- Clean office doors and partition glass and glass wall items
- Clean walls: vacuum, dust, or wipe down as per wall material
- Dust/vacuum window treatments
- High dust cobwebs
- Low dust baseboards
- Dust sills and ledges

SECTION 2

All restrooms, locker rooms, and showers

- Clean outside locker surfaces and benches
- Disinfect all floor drains
- Wipe down tile walls and radiator covers

SECTION 3

Lunch rooms, kitchens, and break areas

- ~~Clean and disinfect interior/exterior of fridge and freezer: post notice 24-hours in advance before cleaning~~
- Clean and disinfect tile walls and floors

SECTION 4

Meter Shop (concrete area)

- Sweep concrete floor

Bi-annual work to be completed in April and October

- Wet mop concrete floors
- Clean interior of kitchen cupboards
- Shampoo carpets
- Strip, buff and wax tile floors

Office mopping and vacuuming checklist

OFFICE MOPPING AND VACUUMING CHECKLIST								
<i>Initial each task by day as completed</i>								
				Tue	Sat		Wed	Sun
Date -->				[]	[]		[]	[]
A.	Tuesday / Saturday Schedule							
	Office	Name	Task					
	101	Greg Merriam: Chief Inst Spcl	Vacuum					
	102	Scott Klubek: Pump Mech CC	Vacuum					
	102A	Control Room	Vacuum					
	103	Len Kowalski: Exec Engineer	Vacuum					
	104	Fleet/Facilities	Vacuum					
	104A	Michael Quinn: Sr. Dist Engineer	Vacuum					
	105	Michael Wymer: Sr. Prod Engineer	Vacuum					
	107 & 109	Design Unit	Vacuum					
	Front Office		Vacuum					
	Security	Matt Barrett	Vacuum					
	Conference Room		Vacuum					
	Production	Scott Aiple	Vacuum					
	Basement Training Room		Vacuum					
B.	Wednesday / Sunday Schedule							
	Office	Name	Task					
	112	Charles Eaton: Chief Op Officer	Vacuum					
	112	Lavonya Lester: Dir of Admin	Vacuum					
	114 & 123	Engineers	Vacuum					
	120 & 121	Inspectors	Sweep / Mop					
	123	Inspectors	Sweep / Mop					
	124 & 125	Purchasing	Vacuum					
	130A	Meter Shop Office	Sweep / Mop					
	126	David Iafallo: Empl Relations	Sweep / Mop					
	127	John Catanzaro: Dir of Operations	Sweep / Mop					
	129	Michael Fahey: Dist Engineer	Sweep / Mop					
	201/201A	Generals Office: Spier/Gabbev	Sweep / Mop					
	202	Generals Office: Paluch	Sweep / Mop					

APPENDIX C

Insurance Requirements

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:

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

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 as long as 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 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.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/03/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 300 Meridian Centre Blvd. Suite 100 Rochester, NY 14618		CONTACT NAME: Jennifer Barber PHONE (A/C, No, Ext): 585-736-5936 E-MAIL ADDRESS: Jennifer.Barber@usi.com FAX (A/C, No):	
INSURED NYSARC, Inc Erie County Chapter dba The Arc Erie County New York 30 Wilson Road Williamsville, NY 14221-7026		INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Indemnity Insurance Co. NAIC # 18058 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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 checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK2612033023	10/15/2024	10/15/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2612033023	10/15/2024	10/15/2025	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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			PHUB885001023	10/15/2024	10/15/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability Professional Liab Abusive Conduct			PHPK2612033023 PHPK2612033023 PHPK2612033023	10/15/2024 10/15/2024 10/15/2024	10/15/2025 10/15/2025 10/15/2025	\$1,000,000/\$1,000,000 \$1,000,000/\$3,000,000 \$1,000,000/\$3,000,000

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

To the extent covered by endorsement form(s):

General Liability:

APPROVED/MJM

PI-GLD-NYSARC (10/16) NYSARC General Liability Deluxe Endorsement: includes Blanket Additional Insured (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Erie County Water Authority
 295 Main Street Room 350
 Buffalo, NY 14203-2494

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

Jennifer Barber

DESCRIPTIONS (Continued from Page 1)

Medical Directors and Administrators; Managers and Supervisors; Broadened Named Insured; Funding Source; Home Care Providers; Managers, Landlords, or Lessors of Premises; Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You; Grantor of Permits. Also includes Transfer of Rights of Recovery Against Others to Us

Automobile:

PI-CA-NYSARC (10/16) Commercial Automobile Elite Endorsement: NYSARC Human Services Organizations includes

Blanket Additional Insured and Blanket Waiver of Subrogation as required by written contract

Commercial Umbrella:

PI-CXL-001 (03/14) Commercial Umbrella Liability Insurance Policy

PI-CXL-085 (01/21) Professional Liability \$5,000,000 Sublimit

PI-CXL-092 (01/19) Automobile Liability \$5,000,000 Sublimit

PI-CXL-105 (01/19) Abusive Conduct \$5,000,000 Sublimit

PI-CXL-029 (05/16) Employee Benefits Liability Follow Form Endorsement

PI-CXL-041 NY(05/16) General Liability Follow Form Endorsement

RE: Grounds Maintenance.

Erie County Water Authority is named as an additional insured on a primary and non-contributory basis including on-going and completed operations as required by written contract with regards to General Liability, and an additional insured with regards to Automobile Liability.



Workers'
Compensation
Board

CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) NYSARC Inc. Erie County Chapter dba The Arc Erie County New York 30 Wilson Rd. Williamsville, NY 14221 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 833-272-3743 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 160769044
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Erie County Water Authority 295 Main St. Room 350 Buffalo, NY 14203-2494	3a. Name of Insurance Carrier Charter Oak Fire Insurance 3b. Policy Number of Entity Listed in Box "1a" UB1L3982622351K 3c. Policy effective period 01/01/2024 to 01/01/2025 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

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

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

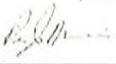
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Pierre Morrisseau
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  1/4/2024
(Signature) (Date)

Title: Chief Executive Officer

Telephone Number of authorized representative or licensed agent of insurance carrier: 315-457-1446

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



Workers'
Compensation
Board

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

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

1a. Legal Name & Address of Insured (use street address only) NYSARC INC ERIE COUNTY CHAPTER DBA THE ARC ERIE COUNTY NY ATTN: RACHEL SEYFRIED 30 WILSON ROAD WILLIAMSVILLE, NY 14221 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 716-458-1207 1c. Federal Employer Identification Number of Insured or Social Security Number 160769044
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Erie County Water Authority 295 Main St, Room 350 Buffalo, NY 14203-2494	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" DBL547072 3c. Policy effective period 01/01/2024 to 12/31/2024


4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ 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 1/16/2024 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

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

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

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

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

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

Telephone Number _____ Name and Title _____

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

DB-120.1 (12-21)





**Workers'
Compensation
Board**

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)
NYSARC Inc. Erie County Chapter dba The Arc Erie County New York
30 Wilson Road
Williamsville, NY 14221

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*

2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Erie County Water Authority
295 Main St
Room 350
Buffalo, NY 14203-2494

1b. Business Telephone Number of Insured
(716) 458-1207

1c. Federal Employer Identification Number of Insured or Social Security Number 16-0769044

3a. Name of Insurance Carrier
Lincoln Life & Annuity Company of New York

3b. Policy Number of Entity Listed in box "1a"
000010286664

3c. Policy effective period:

01/01/2025 to 01/01/2027

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ 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 the employer's employees:

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

Date Signed 08/07/2025 By

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 800-423-2765 Name and Title Paul Martin VP, Group Claims

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

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

PART 2. To be completed by 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 (Article 9 of the Workers' Compensation 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 NYS Disability and Paid Family Leave Benefits Law. The Insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

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

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

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

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

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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



CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) NYSARC Inc. Erie County Chapter dba The Arc Erie County New York 30 Wilson Rd. Williamsville, NY 14221 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 833-272-3743 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 160769044
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Erie County Water Authority 295 Main St. Room 350 Buffalo, NY 14203-2494	3a. Name of Insurance Carrier Charter Oak Fire Insurance 3b. Policy Number of Entity Listed in Box "1a" UB-1L398262-25-51K 3c. Policy effective period 01/01/2025 to 01/01/2026 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

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

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


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 Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Pierre Morrisseau
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  8/7/2025
(Signature) (Date)

Title: Chief Executive Officer

Telephone Number of authorized representative or licensed agent of insurance carrier: 315-457-1446

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