

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

Contract: _____ Project No.: 201900059
Project Description: AUTHORIZATION TO SOLICIT REQUEST FOR PROPOSALS FOR UTILITY AND TELECOMMUNICATIONS AVOID/CONSULTING SERVICES

Item Description:

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

Action Requested:

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

Approvals Needed:

APPROVED AS TO CONTENT:

- | | | |
|--|---------------------------|-------------------------|
| <input checked="" type="checkbox"/> Department Head | <u>Robert J. Litterio</u> | Date: <u>4-5-19</u> |
| <input checked="" type="checkbox"/> Risk Manager | <u>[Signature]</u> | Date: <u>04/05/2019</u> |
| <input checked="" type="checkbox"/> Director of Administration | <u>Jawanza Fester</u> | Date: <u>4/8/2019</u> |
| <input type="checkbox"/> Executive Engineer | _____ | Date: _____ |

APPROVED AS TO FORM:

- | | | |
|---|---------------------------|---------------------|
| <input checked="" type="checkbox"/> Legal | <u>Margaret A. Murphy</u> | Date: <u>4/9/19</u> |
|---|---------------------------|---------------------|

APPROVED FOR BOARD RESOLUTION:

- | | | |
|--|--------------------|---------------------|
| <input checked="" type="checkbox"/> Secretary to the Authority | <u>[Signature]</u> | Date: <u>4/9/19</u> |
|--|--------------------|---------------------|

Remarks: _____

Resolution Date: _____

Item No: _____



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

April 9, 2019

To: Terrence D. McCracken, Secretary to the Authority

From: Robert J. Lichtenthal, Jr., Deputy Director

Subject: Utility and Telecommunications Billing Audit RFP

Attached is a proposed RFP for Utility and Telecommunications Billing Audit RFP Services.

At the Board of Commissioners meeting of January 24, 2019 a memo from me to the Commissioners discussing this project was presented. I have included a copy of that memo with this memo. Discussion revolved around whether the best course of action to acquire these services would be by "piggybacking" off of a Rockland County contract or for the Authority to issue its own RFP. The matter was referred to the Legal Dept. for them to offer an opinion as to a proper course of action. Legal's opinion to the Board (attached) recommends a RFP be issued for this service. An RFP has been prepared and is attached.

I am asking that this RFP be submitted to the Board of Commissioners for their consideration and approval of a resolution authorizing its issuance. I have included a "Blue Sheet" for inclusion on the April 18, 2019 Board meeting agenda.



ERIE COUNTY WATER AUTHORITY INTEROFFICE MEMORANDUM

January 14, 2019

To: Commissioners Schad, Carney and Jones

From: Robert J. Lichtenthal, Jr., Deputy Director
Richard Planavsky, Chief Business Office Manager

Subject: Potential Utility Billing Audit

The Authority's Department of Administration was tasked to do a feasibility study of possibly engaging a consultant to conduct an audit of ECWA utility and telecommunications bills. The purpose of the audit is to check for possible refunds available to the Authority due to billing errors. In 2017 Erie County Executive Mark C. Poloncarz reported that his administration, working with an auditing consultant, discovered that Erie County had been overbilled by utilities approximately \$900,000. This money was ultimately refunded to Erie County. The consultant, Troy & Banks, received 24% of the recovered amount, or approximately \$216,000 for its contractually authorized services in recovering the overbillings.

The Department of Administration did a search to find a group of well qualified consultants that might be able to provide this service to the Authority. Attached is a chart showing the search criteria used to identify a list of companies that could potentially provide this service. The minimum years of experience for the companies selected are 20 years. All the companies will do utility and telecommunications except American Utilities Consultants which will do utilities only. In researching this market, firms typically work on a contingent basis with a fixed percentage paid to them of refunds collected. The firms will go back six years to find refunds. The contingent percentage charge varies by firm. The firms also typically request a percentage charge for future savings found based upon initial refunds. The companies won't charge a fee if no savings are found.

ECWA Purchasing Policy and the Procedures and Guidelines outline the process to retain a firm to provide a professional service of this type, namely to do either a Request for Proposal (RFP) or use a State-approved list, created by a governmental unit or purchasing cooperative. The State also has approved the use of a "piggyback" contract. Piggyback guidelines are found in State Finance Law § 163 (10) (e). Staff believes the Authority is eligible to piggyback on a contract between Rockland County, New York ("Rockland") and Troy and Banks of Buffalo, NY. In 2017 Troy and Banks announced that it had recouped more than \$100,000 through an audit of Rockland telecommunications and

utility bills. The audit was implemented through Rockland's Purchasing Department working with Troy and Banks. Troy and Banks was awarded the audit contract through a competitive Request for Proposals (RFP) process. The RFP was sent to companies specializing in telecommunication and utility bill audits. The contract is structured on a contingency basis so Rockland only pays if refunds are received. Rockland received refunds from Orange & Rockland Utilities, Verizon, and Verizon Wireless. Rockland continues to work with Troy and Banks in audits of the payments made by Rockland for the Gross Receipts Tax and water bills from Suez Water Company.

Before the Authority goes to the effort and expense of issuing an RFP I would like to have the Legal Department determine if the Authority can "piggyback" off of the Rockland contract to engage Troy and Banks to conduct a utility billing audit of the Authority's relevant accounts. If the Authority can piggyback, I would then like to present an agreement to the Board for its consideration. If "piggybacking" is not applicable, then staff will propose the issuance of an RFP for these services.

Vendor Name	Troy & Banks	American Utility	TRI Utility	Uility Audit Solutions	Tri Stem
Years in Business	20	28	30	27	40
Audit Utilities	YES	YES	YES	YES	YES
Audit Telecommunication	YES	NO	YES	YES	YES
Work on Contingency	YES	YES	YES	YES	YES
Additional Fee if no Savin	No	No	No	No	No



ERIE COUNTY WATER AUTHORITY
INTEROFFICE MEMORANDUM

February 1, 2019

To: Jerome D. Schad, Chair
Mark S. Carney, Vice Chair
E. Thomas Jones, Treasurer

Cc: Terrence D. McCracken, Secretary
John Mye III, Executive Director
Robert J. Lichtenthal, Deputy Director
Jacqueline Mattina, Associate Attorney
Richard Planavsky, Chief Business Office Manager

From: Margaret A. Murphy, Attorney

Subject: Professional Service Agreements Relating to Utility Savings Audits

At the last Board meeting, Deputy Director Robert J. Lichtenthal placed on the agenda a Staff Memorandum regarding the Erie County Water Authority (the "Authority") entering into a professional service agreement with "Troy & Banks of Buffalo."¹ According to the memorandum, Erie County and Rockland County had entered into professional service agreements with Troy & Banks to conduct a utility refund audit. Press releases obtained from the internet indicate Verizon and Verizon Wireless overbilled Erie County more than \$900,000 and Rockland County more than \$100,000, as discovered by audits conducted by Troy & Banks in 2017. According to the press release issued by Erie County, Troy & Banks collected 24% of the recovered amount.

In his memorandum, Mr. Lichtenthal makes the following request:

Before the Authority goes to the effort and expense of issuing an RFP I would like to have the Legal Department determine if the Authority

¹ I have checked the Secretary of State website for the entity known as "Troy & Banks of Buffalo." There are two entities on the website, which may be the entities referenced in Mr. Lichtenthal's memorandum: "Troy & Banks, Inc." and "Troy & Banks Consultants, LLC."

can “piggyback” off of the Rockland contract to engage Troy and Banks to conduct a utility bill audit of the Authority’s relevant accounts.

In my opinion, the Authority does not need to piggyback off the Rockland professional service contract.²

The Authority’s power to enter into a certain contract is restricted by state statutes. For example, the Authority’s enabling statute set forth the following provision within Public Authorities Law § 1069:

All contracts, or orders, for work, material or supplies performed or furnished *in connection with construction* shall be awarded by the authority pursuant to resolution. *Such contracts*, or orders, for work, material or supplies needed for any particular purpose *involving an expenditure for more than five thousand dollars shall be awarded only after inviting sealed bids or proposals therefor*. (Emphasis added)

Section 1069 would only apply to professional services rendered in connection with construction. A professional service contract relating to auditing services would not fall within the provision of § 1069.

Another state statute, applicable to all public authorities, restricting the power to contract is Public Authorities Law § 2881. That section allows a public authority to procure “apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies” from vendors who have entered into contracts with federal, state or local governmental entities. Again, this statutory section would not be applicable to professional auditing services.

Except for the provisions of the Public Authorities Law cited above, the Authority has no state statutory provisions restricting its powers to enter into professional service agreements. As the Office of the State Comptroller, Division of State and Local Government and School Accountability has noted in its management guide,

² In his memorandum, Mr. Lichtenthal expressed the view that State Finance Law § 163(10)(e) would allow the Authority to piggyback on the Rockland County agreement. Section 163 of the State Finance Law, however, relates to state procurement contracts for goods and services and would not be applicable to procurement agreements entered by a county, such as Rockland County. County and other municipal corporations have separate statutory provisions, allowing other entities to piggyback on their procurement contracts. See County Law § 408-a(2); Gen. Mun. Law §§ 103(3), 104. However, such procurement contracts are subject to strict restrictions before other government entities may piggyback on them. In 2016, the Office of the State Comptroller issues a bulletin, outlining these restrictions. I have provided you with a hyperlink to this [Bulletin](#). The Legal Department has been unable to obtain enough information to determine whether the Rockland County professional service agreement was written in such a manner to allow other public entities to piggyback on its terms and conditions.

"Seeking Competition in Procurement:"

One of the most prominent exceptions to competitive bidding is professional services. Professional services generally include services rendered by attorneys, engineers, and certain other services requiring specialized or technical skills, expertise or knowledge, the exercise of professional judgment or a high degree of creativity. In addition, insurance coverage (e.g., health, fire, liability, and workers' compensation) is also not subject to competitive bidding requirements.

Professional services can involve significant dollar expenditures, and ***localities generally must include in their procurement policies and procedures a proposal or quotation process to ensure that these procurements are made on the most favorable terms and conditions.*** Seeking competition for professional services and insurance coverage may be an opportunity to generate cost savings for your locality. Your policy should describe the methods and procedures for promoting competition in the procurement of professional services. (Emphasis added).

The Authority's Purchasing Guidelines and Procedures does nothing to set forth the methods or procedures to procure professional services on "the most favorable terms and conditions." This current Board has already directed the Comptroller and the Legal Department to propose changes to these Purchasing Guidelines and Procedures, for which the Board ultimately has the duty and responsibility to establish the internal control over the procurement of goods and services. Pub. Auth. Law §§ 2930-2932. That continues to be a work in progress.

While purchasing through extended State, county and other government contracts may be advantageous under some circumstances, it is not required, and does not guarantee a lower price and/or suitable services. For this reason, I would recommend the Board issue a request for proposal directed not only to the companies listed in Mr. Lichtenthal's memorandum, but also to other companies that may be found by diligently searching the internet. For example, searching the internet, I found the New York State Conference of Mayors has partnered with Computel Consultants to perform "utility savings audits" for cities and villages. This consultant should be added to the RFP list. Without issuing a request for proposal, the Board will not know whether the 24% charged by Troy & Banks is competitive with other companies charging to do the same type of audits.

ERIE COUNTY WATER AUTHORITY

Request for Proposal (RFP)
for
Utility and Telecommunication Audit/Consulting Services
Project No. 201900059



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

Contact:
Richard Planavsky
Chief Business Office Manager
Telephone: 716-849-8495
Email: rplanavsky@ecwa.org

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Attachments:

- A State Finance Law Requirements, Forms A, B, and C
Section 139-L of the State Finance Law, Statement relating to Sexual Harassment Policy
- B Proposer Certification
- C Insurance Requirements

The Request for Proposal (RFP) for Utility and Telecommunication Audit/Consulting Services is being conducted pursuant to the newly enacted legislation, New York State Finance Law Sections 139j and k and the Erie County Water Authority's Purchasing Guidelines, Policies and Procedures.

1. Introduction

The Erie County Water Authority (the Authority) seeks proposals from qualified firms or teams to provide Consulting Services to include auditing of invoices for electric, sewer, and heating fuels, such as natural gas, propane, oil, or other fuels and invoices for telecommunication.

The Authority reserves the right to accept or reject any and/or all proposals or any part thereof, to waive any formality in the process, and to accept the proposal(s) considered to be in the best interest of the Authority. The Authority reserves the right to cancel this request at any time for any reason.

2. Background

The Erie County Water Authority is an independent public benefit corporation created in 1949 by a special act of the New York State Legislature. The Authority's mission is to ensure a safe and plentiful water supply for the people and industry of Erie County, New York.

3. Scope of Services Required

The utility audits should concentrate on rates and services and not the amount of energy consumed. The utility audits will include Authority utility billings for electric, sewer, and heating fuels, such as natural gas, propane, oil, or other fuels. The telecommunication audits will include Authority telecommunication billings. The audits will cover the 72 months immediately preceding the date the audit is performed. Proposer is to provide quantitative and narrative reports that indicate work accomplished and results, including refunds recovered from utility companies. Proposer shall identify tasks and deliverables utilized to accomplish reviews.

For the Utility Audit (electric, sewer, and heating fuels, such as natural gas, propane, oil, or other fuels):

- Audit/analyze utility billings for all types of utilities.
- Perform a comprehensive analysis of billing information.
- Review contracts.
- Examine multiple billings for the same location and utility type.
- Recalculate a sample of representative bills.
- Determine that accounts are being billed under the correct rate.
- Recalculate bills, if applicable, to determine if charges would be lower.
- Identify future cost reduction items, including, but not limited to:
 - Power factor penalty correction.
 - Combining or splitting of meters for billing purposes.
 - Contract negotiations to eliminate punitive rate clauses.
 - Produce an information database for accounts over \$1,000.00 per month.

For the Telecommunication Audit:

- Audit/analyze telecommunication billings.
- Perform a comprehensive analysis of local exchange carrier monthly basic service charges.

- Verify services and features contained on the customer service record for each location.
- Determine that accounts are being billed under the correct rate.
- Inventory lines, trunks, and circuits.

There shall be a phased approach:

- Phase I – Audit Set-up.
- Phase II – Detailed Audit.
- Phase III – Refund Claim Negotiations and Cost Savings Implementations.

The Authority will provide the awarded firm the following items:

- Copy of a summary account listing by vendor which will include account numbers and addresses in electronic format or one bill from each account.
- An executed Client Agreement and Letter of Authorization form(s).

If it is in the best interest of the Authority, it may be determined to separately award the utility services from the telecommunications services.

4. Tasks and Deliverables

The awarded vendor shall:

- Obtain from the Authority account numbers from utility and communications vendors, if online information is not available, then obtain one (1) monthly copy of all invoices.
- Obtain from the Authority all contracts executed with the utility and communications vendors.
- Collect Customer Service Recorders and historical transcripts from the designated vendors.
- Organize all invoices and data into firms specialized software.
- Conduct a physical inventory (if necessary) of all services at the Authority's facilities. This visit would be coordinated with the proper Authority personnel.
- Awarded firm shall perform a detailed audit of the Authority's utility and communication accounts. Awarded firms analysts shall review all monthly charges rendered by utility and telecommunication providers for potential savings or billing discrepancies. Awarded firms software shall be designed to check for billing errors in present tariff rates, discounts, contract, or vendors. If over-billing has occurred, firm shall prepare a claim letter documenting the findings.
- Report any errors awarded firm finds to the appropriate vendors with supporting evidence and requests for reimbursement. These reports shall be given simultaneously to the appropriate customer contact for the Authority.
- Negotiate any refund claims (including applicable interest) directly with the utility and telecommunication vendors as provided by law and regulation and consistent with the time periods established by applicable statutes of limitation. Confirm that all erroneous charges are removed from future billings. The service providers will prepare a statement of the amounts of each credit and an estimated date of receipt of the credit or refund.
- Report any future reduction recommendations to the appropriate Authority contact for acceptance or rejection.

- Report to utility and communications vendors any future savings recommendations accepted and approved by the Authority.

5. Proposal Requirements

Selection will be based on a review of qualifications provided in response to this RFP. Firms submitting a proposal submission package are asked to provide the following information in their Proposal. Failure to include the items as specified may result in disqualification:

- A full description of the firm and job description of those responsible for the coordination of the service to be provided.
- The names of current and past accounts of similar size and configuration.
- Three (3) references the firm has provided audit services for similar to the Authority, list complete contact information.
- The type(s) of computer analysis software used in the auditing process should be outlined.
- A narrative of the contractor's understanding of the project and proposed approach to the scope of services, including information related to, but not limited to, the following:
 - Ability to audit all utilities used.
 - Knowledge of applicable New York State Public Service Commission rules and regulations and local "government" rate structures.
 - Ability to provide assistance in development of programs to improve monitoring of utility and telecommunication charges.
 - Ability to provide quantitative and narrative reports.
 - Utilization of a project team that consists of qualified utility and telecommunication billing auditors or persons with appropriate training and proven related experience.
 - A sample Client Agreement and Letter of Authorization form as referenced in section 3, page 4.

It is the responsibility of the contractor to be aggressive and diligent in obtaining all refund credits due. Mere identification of incorrect rate schedules is not considered an aggressive and diligent audit program.

6. Estimated Proposal Timetable

April 18, 2019	Distribute Request for Proposals (RFP)
May 9, 2019	Deadline for submitting questions for RFP or Insurance Requirements clarification(s) – due by 5:00 p.m. local time
May 14, 2019	RFP Responses due by 10:00 a.m. local time
May 21, 2019	Evaluation and selection process to be completed by Review Committee
May 30, 2019	Presentation and recommendation to the Authority's Board of Commissioners

The consultant selected will be notified after the Authority's Board of Commissioners has made an award of contract.

7. Submission of Proposal

The original and five additional copies of your response must be submitted in a sealed envelope, along with one certification (see Attachment B of the RFP). All proposals must bear on the outside the following:

Proposal for: Utility and Telecommunication Audit/Consulting Services

Submitted to: ERIE COUNTY WATER AUTHORITY

All responses to the RFP must be submitted no later than 10:00 a.m. (local time) on May 14, 2019 to the following:

Erie County Water Authority
295 Main Street, Room 350
Buffalo, New York 14203-2494
Attn: Richard Planavsky

Submitted by: RESPONDENT'S NAME
RESPONDENT'S ADDRESS
CITY, STATE, ZIP CODE
RESPONDENT'S PRIMARY CONTACT PERSON
RESPONDENT'S TELEPHONE NUMBER
DATE SUBMITTED

All responses to the RFP become the property of the Erie County Water Authority.

The Authority reserves the right to reject any and all responses to the RFP. The award will be made to the firm whose appointment as Utility and Telecommunication Audit/Consultant is deemed to be in the best interest of the Authority in its sole discretion.

The Respondent to whom the contract is awarded shall be required to enter into a written agreement with the Authority on a form approved by the Authority's legal counsel and comply with the Authority's insurance requirements (see Attachment C). The RFP and the response to the RFP, or any part thereof, may be incorporated into and made a part of the final contract. The Authority shall have the right to terminate the contracted services without cause by specifying the date of termination in a written notice to the firm at least thirty (30) working days before the commencement of audit work. In this event, the firm shall be entitled to just and equitable compensation for any work completed.

The firm shall not assign any interest in this agreement and shall not transfer any interest in the same without prior written approval of the Authority.

The Authority reserves the right to negotiate the terms and conditions of the contract with the selected Respondent.

The Authority reserves the right to request additional information from any and all Respondents to assist it in its evaluation process.

Any questions regarding the RFP should be addressed in writing and submitted by email to rplanavsky@ecwa.org no later than May 9, 2019 at 5:00 p.m. (local time).

Any changes to the RFP will be communicated in writing to all individuals (firm) who receive this RFP.

Respondent, its agents, and/or associates shall refrain from contacting or soliciting any other Erie County Water Authority official, including Commissioners and employees of the Authority, regarding the selection of an Utility and Telecommunication Audit/Consultant during the RFP process. Failure to comply may disqualify the respondent, at the option of the Authority.

8. Evaluation/Selection Process

A Review Committee will review all accepted responses and will have the option of short listing firms for oral presentation. The Authority will notify the firm if an oral presentation is required.

Responses to the RFP will be ranked by a Review Committee and a recommendation will be made to the Board of Commissioner. The Review Committee or its representative may contact a respondent for additional information.

Should the Authority be unable to negotiate a satisfactory contract with the first firm, negotiations with that firm shall be formally terminated. The Authority shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Authority shall terminate negotiations with that firm. The Authority's representative(s) shall then undertake negotiations with the third most qualified firm.

Should the Authority be unable to negotiate a satisfactory contract with any of the selected firms, the Authority's representative may select additional firms with which to continue negotiations, even if the firm did not reply to the RFP.

**THE ERIE COUNTY WATER AUTHORITY IS UNDER NO OBLIGATION
TO AWARD A PROFESSIONAL SERVICE CONTRACT TO THE
LOWEST COST RESPONDENT OR ANY RESPONDENT.**

9. Terms and Conditions

- All proposals become the property of the Authority.
- The Authority shall have no financial responsibility for any costs assumed by the Proposer in submitting the RFP.
- Each proposal shall be prepared simply and economically, and should provide straightforward and concise responses that satisfy the requirements of the RFP.

- The Authority reserves the right to request additional information from any and all Proposers to assist in the evaluation process. It is the responsibility of the Proposer to inquire about and clarify any aspect of the RFP that is not understood.

10 Acceptance/Rejection

The Authority reserves the right to accept or to reject any or all of the proposal(s) and to select the proposal(s) which, in the opinion of the Authority, will be in the Authority's best interest. The Authority also reserves the right to reject the response of any respondent who has previously failed in the proper performance of any agreement with the Authority. The Authority specifically may choose other than the lowest cost proposal in order to provide the requisite experience and background which are deemed to be most appropriate for the Authority.

THE ISSUANCE OF THIS RFP CONSTITUTES ONLY AN INVITATION TO PRESENT PROPOSALS. THE AUTHORITY AND THE RFP REVIEW COMMITTEE RESERVE THE RIGHT TO DETERMINE, IN THEIR SOLE DISCRETION, WHETHER ANY ASPECT OF THE PROPOSAL SATISFACTORILY MEETS THE CRITERIA ESTABLISHED IN THE RFP. THE AUTHORITY AND THE RFP REVIEW COMMITTEE RESERVE THE RIGHT TO SEEK ADDITIONAL INFORMATION AND/OR CLARIFICATION FROM ANY RESPONDENT, THE RIGHT TO NEGOTIATE WITH ANY RESPONDENT SUBMITTING A RESPONSE, AND THE RIGHT TO REJECT ANY OR ALL RESPONSES, WITH OR WITHOUT CAUSE. IN THE EVENT THAT THE RFP IS WITHDRAWN BY THE AUTHORITY FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, THE FAILURE TO OCCUR OF ANY OF THOSE THINGS OR EVENTS SET FORTH HEREIN, THE AUTHORITY SHALL HAVE NO LIABILITY TO ANY RESPONDENT FOR ANY COSTS OR EXPENSES INCURRED IN CONNECTION WITH THE RFP OR OTHERWISE.

ATTACHMENT A
STATE FINANCE LAW REQUIREMENTS
FORMS A, B, AND C

FORMS A, B, and C

STATE FINANCE LAW REQUIREMENTS

The Erie County Water Authority (the “Authority”) is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). When the Authority seeks to procure goods or services by means of an Invitation or Notice to Bid, or a Request for Proposals, the State Finance Law imposes certain restrictions on anyone who may wish to offer goods or services to the Authority as an Offerer, as that term is defined in §§ 139-j(1)(h) and 139-k(1)(h).

During the Restricted Period, as defined in §§ 139-j(1)(f) and 139-k(1)(f), when bids or proposals are being solicited, the Authority will designate a contact person with whom the Offerer may contact for information and other authorized purposes as set forth in §139-j of the State Finance Law. The designated contact is identified in the Notice to Bidders, or in the Request for Proposal. An Offerer is authorized to contact the Authority’s designated contact for such purposes as set forth in § 139-j(3).

Pursuant to the State Finance Law, the Authority is also required to make certain findings before making any determinations as to the qualifications and eligibility of those seeking a procurement contract, as that term is defined in State Finance Law §§ 139-j(1)(g) and 139-k(1)(g). Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings of non-responsibility occurring within a 4-year period, the Offerer will be debarred from obtaining procurement contracts with the Authority. Further information about these requirements can be found in §§139-j and 139-k of the New York State Finance Law and the Erie County Water Authority’s Procurement Disclosure Policy.

The following forms will be used by the Authority to make such findings:

Form A - Offerer’s Affirmation of Understanding of, and Agreement to Comply with, the Authority’s Permissible Contact Requirement During the Restricted Period.

Form B - Offerer’s Certification of Compliance with State Finance Law.

Form C - Offerer’s Disclosure of Prior Non-Responsibility Determinations.

FORM A

**Offerer's Affirmation of Understanding of, and Agreement to Comply
with, the Permissible Contact Requirements During the Restricted Period**

Instructions:

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). The Authority must obtain a written affirmation of understanding and agreement to comply with procedures regarding permissible contacts with the Authority in the restricted period for a procurement contract in accordance with State Finance Law §139-j and §139-k. It is required that this affirmation be obtained as early as possible in the procurement process, but no later than when the Offerer submits its proposal.

Offerer affirms that it understands and agrees to comply with the procedures of the Authority relative to permissible contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

FORM B

**Offerer's Certification of Compliance
With State Finance Law §139-k(5)**

Instructions:

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). The Authority must obtain a Certification that the information submitted for a procurement contract is complete, true, and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to sign the Certification, under penalty of perjury, and to provide the Certification to the Authority. The Certification should be obtained as early as possible in the process, but no later than when an Offerer submits its proposal.

Offerer Certification:

I certify that all information provided to the Authority relating to the awarding of a procurement contract is complete, true, and accurate.

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

FORM C**Offerer's Disclosure of Prior
Non-Responsibility Determinations****Background:**

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). New York State Finance Law §139-k(2) obligates the Authority to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j; or (b) the intentional provision of false or incomplete information to a Government Entity.

The terms "Offerer" and "Governmental Entity" are defined in State Finance Law §§139-j(1) and §139-k(1). These sections also set forth detailed requirements about the restrictions on contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and the Offerer is the only source capable of supplying the required Article of Procurement, as that term is defined in State Finance Law §§ 139-j(1)(b) and 139-k(1)(b), within the necessary timeframe. See State Finance Law §139-j(10)(b) and §139-k(3).

Instructions:

The Authority must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Authority conducting the Governmental Procurement no later than when the Offerer submits its proposal.

FORM C (Continued)**Offerer's Disclosure of Prior Non-Responsibility Determinations**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):
- No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):
- No Yes
3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle)
- No Yes
4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

- Title:** _____

CONTRACT TERMINATION PROVISION

Instructions:

A Contract Termination Provision will be included in each procurement contract governed by State Finance Law §139-k. New York State Finance Law §139-k(5) provides that every procurement contract award subject to the provisions of State Finance Law §§139-k and 139-j shall contain a provision authorizing the governmental entity to terminate the contract in the event that the certification is found to be intentionally false or intentionally incomplete. This statutory contract language authorizes, but does not mandate, termination. "Government Entity" and "procurement contract" are defined in State Finance Law §§ 139 j(1) and 139-k(l).

This required clause will be included in a covered procurement contract.

A sample of the Termination Provision is included below. If a contract is terminated in accordance with State Finance Law §139-k(5), the Erie County Water Authority, as a governmental entity, is required to include a statement in the procurement record describing the basis for any action taken under the termination provision.

Sample Contract Termination Provision

The Erie County Water Authority, as a governmental entity, reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer 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 Offerer in accordance with the written notification terms of this contract.

SECTION 139-L OF THE STATE FINANCE LAW
STATEMENT RELATING TO SEXUAL HARASSMENT POLICY

1. "Bidder" has the same meaning as the term, "Offerer," as that term is defined in State Finance Law § 139-k(1)(h), and includes anyone who submits a bid or proposal.
2. Every proposal or bid hereafter made and submitted to the Erie County Water Authority, where competitive bidding or a sealed proposal is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under penalty of perjury:

SEXUAL HARASSMENT BIDDING CERTIFICATION

- (a) "By submission of this bid/proposal, EACH BIDDER AND EACH PERSON SIGNING ON BEHALF OF ANY BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of Section two hundred one-g of the Labor Law."
3. A bid/proposal shall not be considered for award nor shall any award be made to a Bidder who has not complied with subdivision one of this section; provided, however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid/proposal a signed statement which sets forth in detail the reasons therefore.

The undersigned CERTIFIES, under penalty of perjury, that he is authorized to make this bid/proposal and execute this statement on sexual harassment; that he is familiar with the statements contained in ¶2(a) of this document, as well as the provisions of State Finance Law §139-L and Labor Law §201-g, and such statements are true and have been complied with by the Bidder.

(Name of Individual, Partnership or Corporation)

By _____
(Person authorized to sign)

(SEAL)

ATTACHMENT B
PROPOSER CERTIFICATION

PROPOSER CERTIFICATION

I have carefully examined the Request for Proposal and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates quoted in my response. I agree that my response to the RFP will remain firm for a period of up to 120 days after receipt by the Authority in order to allow the Authority adequate time to evaluate all responses.

I agree to abide by all conditions of this RFP.

I certify that all information contained in my response to the RFP is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of my firm as its act and deed and that my firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this response to the RFP is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response to the RFP for the same product or service; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY:

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

()
TELEPHONE NUMBER

ATTACHMENT C
INSURANCE REQUIREMENTS

Erie County Water Authority Insurance Requirements for Professional Services

Project Number: 201900059

Description: The utility audits will include ECWA utility billings for electric and heating fuels. The telecommunications audit will include ECWA telecommunications billings. The proposer will provide work accomplished including refunds recovered from utility companies.

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

An X indicates insurance coverage is required.

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

X **Per Policy**

 Per Project or Job

 Per Location

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

X **Commercial Business Automobile Insurance** in an amount of not less than \$1,000,000 each accident and shall cover liability arising out of any automobile owned, leased, hired, borrowed and non-owned automobiles.

Excess Umbrella Liability Insurance:

 \$1,000,000 in the aggregate

 \$2,000,000 in the aggregate

 \$3,000,000 in the aggregate

 \$4,000,000 in the aggregate

 \$5,000,000 in the aggregate

 Per Policy

 Per Project or Job

 Per Location

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

X \$1,000,000 in the aggregate

 \$2,000,000 in the aggregate

 \$3,000,000 in the aggregate

 \$4,000,000 in the aggregate

 \$5,000,000 in the aggregate

X **Per Policy**

 Per Project or Job

 Per Location

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

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

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

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

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

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

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No.):
INSURED	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	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
	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
							\$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$ 10,000						\$
							\$
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						WC STATUTORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below						OTH-ER
	Professional Liability						E.L. EACH ACCIDENT \$
	Claims Made: Retroactive Date:						E.L. DISEASE - EA EMPLOYEE \$
	Occurrence:						E.L. DISEASE - POLICY LIMIT \$
							Each Claim:
							Aggregate:

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

Additional Insured on a Primary and non-contributory basis (General and Auto Liability): Erie County Water Authority
Additional Insured form CG 20 26 or equivalent.

CERTIFICATE HOLDER**CANCELLATION**

Erie County Water Authority
295 Main St, Suite 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

Attn: Anthony Alessi

Understanding New York Workers Compensation Board Workers Compensation and N.Y.S Disability Benefits Liability

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

The forms discussed are:

- 1) Form CE-200- Affidavit of Exemption (obtain at: www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp)
 - Acceptable proof that the business listed is exempt from providing workers' compensation and/or disability insurance coverage.

2) Workers Compensation

- Form C-105.2: Certificate of Workers Compensation (WC) (Obtain from your insurance agent)
 - All private NYS licensed workers' compensation carriers are required to issue the C-105.2.
- Form SI- 12: Certificate of WC when self-insured. (Obtain from workers compensation board)
 - Only the Self-Insurance Office of the Workers' Compensation Board issues the SI-12. The Self-Insurance Office can be contacted at **518-402-0247**. **Only one legal name and Federal Employer Identification Number can be listed on each Form SI-12. (Multiple legal entities must not be listed.)**
- Form GSI- 105.2: Certificate of WC when participating in a group self-insured program.
 - The self-insurance administrator of the group completes the form.
- Form U-26.3: Certificate of WC
 - Acceptable proof that the business has workers' compensation coverage through the New York State Insurance Fund. Only available through (NYSIF).

3) New York State Disability Benefits Law (DBL)

- Form DB-120.1: Certificate of DBL Insurance (obtain from workers compensation board)
 - The DB-120.1 must be completed by either the NYS statutory disability benefits insurance carrier, or a licensed NYS insurance agent of that carrier. The form can be obtained by contacting the Bureau of Compliance. (certificates@wcb.state.ny.us)
- Form DB-155: Certificate of DBL Self-Insurance
 - The Self-Insurance Office of the Workers' Compensation Board issues the DB-155. The Board's secretary will approve the DB-155. The Self-Insurance Office can be contacted at **518-402-0247**.

- 4) Exemption 1, 2, 3, or 4 Family, Owner Occupied residence (<http://www.wcb.state.ny.us/content/main/forms/bp-1.pdf>)

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



**Workers'
Compensation
Board**

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

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

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 up on 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".

Will the carrier notify the certificate holder within 30 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐ YES ☐ NO

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: William Lawley Jr.

(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [Signature]

(Signature)

(Date)

Title: Managing Partner

Telephone Number of authorized representative or licensed agent of insurance carrier: (716) 849-8618

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

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

SAMPLE

Form CE-200



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

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

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

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

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

Workers' Compensation Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason:
The business is owned by one individual and is not a corporation. Other than the owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.

Disability Benefits Exemption Statement:

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

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

<p>SIGN HERE</p>	<p>Signature:</p>	<p>Date:</p>
<p>Exemption Certificate Number 2008-00197</p>		<p align="center">Received October 2, 2008 NYS Workers' Compensation Board</p>

CE-200 (Draft 06/02/08)

Prove It to Move It

Form SI-12



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

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



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

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

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

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

Date:

By: _____
Gina Wagoner
WC Examiner

DB-155 (3/04)

THIS AGENCY EMPLOYS & SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
Phone: (888) 997-3863

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

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

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

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

THIS CERTIFICATE DOES NOT APPLY TO BUILDING DEMOLITION.

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

NEW YORK STATE INSURANCE FUND

John Manetti

DIRECTOR, INSURANCE FUND UNDERWRITING

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

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

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

This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in box "2".

The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.

Certified by: _____
(Print name of authorized representative of the Group Self-Insurer)

Certified by: _____
(Signature) (Date)

Title: _____

Telephone Number: _____



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 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 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.

FORM DB-155



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



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

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

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

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

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

Date:

By: _____
Gina Wagoner
WC Examiner

DB-155 (3/04)

THIS AGENCY EMPLOYS & SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION

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

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

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

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

I also agree to either:

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

(Signature of Homeowner)

(Date Signed)

(Homeowner's Name Printed)

Home Telephone Number _____

Property Address that requires the building permit:

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

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

**LAWS OF NEW YORK, 1998
CHAPTER 439**

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

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

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

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

Implementing Section 125 of the General Municipal Law

1. General Contractors -- Business Owners and Certain Homeowners

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

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

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

2. Owner-occupied Residences

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

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

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

TO EMPLOYEES

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

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

WORKERS' COMPENSATION BOARD OFFICES

Albany, 12241 - 100 Broadway-Menands - (866) 750-5157
Brooklyn, 11201 - 111 Livingston St. - Brooklyn - (800) 877-1373
Binghamton, 113901 - State Office Bldg. - 44 Hawley St. - (866) 802-3604
Buffalo, 14202 - Statler Tower, 107 Delaware Ave. - (866) 211-0845
Hauppauge, 11788 - 220 Rabro Drive - Suite 100 - (866) 681-5354
Hempstead, 11550 - 175 Fulton Avenue - (866) 805-3630
New York, 10027 - 215 W. 1125th St., Manhattan - (800)-877-1373
Peekskill, 10566 - 41 North Division St. (866) 748-0552
Queens, 11432 - 168-48 91st Ave., Jamaica (800) 877-1373
Rochester, 14614 - 130 Main Street West - (866) 211-0644
Syracuse, 13203 - 935 James St. - (866) 802-3730

• DOWNSTATE MAIL ADDRESS

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

AVISO DE CUMPLIMIENTO
LEY DE COMPENSACION OBRERA

A EMPLEADOS

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

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


ARY S. WEISS CHAIR/PRESIDENT ZACH

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

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

Name of employer (Nombre del patrono)

SAMPLE

Effective From (En vigor Desde) ----- To -----
(Hasta Cancellation)
Policy No. (Poliza No) -----

C-105(4-09)
S.I.F. U-30e
"U30SIF/SN"

PRESCRIBED BY CHAIR
WORKERS' COMPENSATION BOARD
STATE OF NEW YORK

www.wcb.state.ny.us

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

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

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

NOTICE OF COMPLIANCE
DISABILITY BENEFITS LAW
TO EMPLOYEES

ESTADO DE NUEVA YORK
JUNTA DE COMPENSACIÓN OBRERA

AVISO DE CUMPLIMIENTO
LEY DE BENEFICIOS POR INCAPACIDAD
A LOS EMPLEADOS

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

WORKERS' COMPENSATION BOARD OFFICES

Albany, 12241 - 100 Broadway-Menands - (518) 474-6681
Binghamton, 13901 - State Office Bldg - 44 Hawley St. - (607) 721-8300
Buffalo, 14203 - State Office Bldg - 125 Main St. - (716) 847-3171
Hempstead, 11550 - 175 Fulton Avenue - (516) 560-7445
Rochester, 14614 - 130 Main Street West - (716) 248-5600
Syracuse, 13202 - State Office Bldg - 333 E. Washington St. - (315) 428-4465

The undersigned employer is in compliance with the provisions of the Disability Benefits Law (El patrón abajo firmante esta en conformidad con las disposiciones de la ley de Beneficios por Incapacidad).

Disability Benefits, when due, will be paid by (Los Beneficios por Incapacidad, cuando debidos, serán pagados por):

The benefits provided are (Los beneficios provistos son)

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

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

ALL EMPLOYEES ELIGIBLE UNDER NY DBL

Name of employer (Nombre del Patrón)

SAMPLE

Effective: From (_____) To UNTIL CANCELLED
(En Vigor Desde) (HASTA)
Policy No _____
(Poliza No.)

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

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

By _____

Robert R. Snashall

**Erie County Water Authority
ACORD Endorsement Samples**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

Vendor Name	Troy & Banks	American Utility	TRI Utility	Utility Audit Solutions	Tri Stem	Computel Consultants
Years in Business	20	28	30	27	40	30
Audit Utilities	YES	YES	YES	YES	YES	YES
Audit Telecommunications	YES	NO	YES	YES	YES	YES
Work on Contingency	YES	YES	YES	YES	YES	YES
% on Past 6 years Refunds	24%	40%	50%	50%	49%	40%
Future Savings %	24%	40%	50%	50%	49%	0
Length of Future Savings	1 Year	5 years	2 years	3 years	1 year	N/A
Option to Purchase Services	Yes Piggyback	No	No	No	No	NO
Additional Fee if no Savings	No	No	No	No	No	NO
Name	Kevin Garry	Mike Lockhart	Lee Simonsen	Mark Basanda	Courtney Lopez	Michael Caton
Telephone	716-517- 3966	212-245-1500 x 101	716-754-1752	864-244-2895	800-234-7937	800-724-9859
E-Mail Address	kg@troysbanks.com	m.lockhart@atus.com	lee@utilitycostreductions.com	mbasanda@utilityauditofsolutions.com	courtney_lopez@tristem.com	mcaton@computel-consultants.com
Postal Address	2216 Kensington Avenue Buffalo, NY 14222	1 Landmark Square Ste. 805 Stamford CT 06901	TRI Utility Cost Reductions 504 Morgan Drive Weston14092	405 Gray Fox Square Taylors SC 29687	635 N. Robinson Dr. Suite G Robinson TX 76706	P.O. Box 35 Earville NY 13332

