

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

Contract: MMCA-01 **Project No.:** 201900013
Project Description: Amendment to Professional Services Contract with Masiello, Martucci, Calabrese and Associates for Lobbying Services

Item Description:



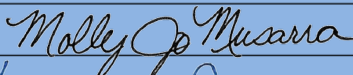

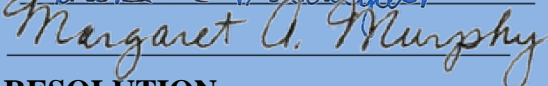
Agreement Professional Service Contract Amendment Change Order
 BCD NYSDOT Agreement Contract Documents Addendum
 Recommendation for Award of Contract Recommendation to Reject Bids
 Request for Proposals
 Other _____

Action Requested:


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

Approvals Needed:

APPROVED AS TO CONTENT:

<input checked="" type="checkbox"/> Secretary as Dept. Head	<u></u>	Date: <u>12/09/20</u>
<input checked="" type="checkbox"/> Chief Operating Officer	<u></u>	Date: <u>12/9/2020</u>
<input type="checkbox"/> Executive Engineer	_____	Date: _____
<input type="checkbox"/> Director of Administration	_____	Date: _____
<input checked="" type="checkbox"/> Risk Manager	<u></u>	Date: <u>12/10/2020</u>
<input checked="" type="checkbox"/> Chief Financial Officer	<u></u>	Date: <u>12/09/2020</u>
<input checked="" type="checkbox"/> Legal	<u></u>	Date: <u>12/9/2020</u>

APPROVED FOR BOARD RESOLUTION:

<input checked="" type="checkbox"/> Secretary to the Authority	<u></u>	Date: <u>12/10/20</u>
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Remarks: _____

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



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

December 9, 2020

To: Jerome D. Schad, Chair
Mark C. Carney, Vice Chair
Peggy A. LaGree, Treasurer

From: Terrence D. McCracken, Secretary to the Authority *TDM/tf*

Subject: Extension of Professional Services Contract for Lobbying Services

Commissioners:

On January 1, 2019 the Authority entered into a Professional Services Contract (the "Agreement") with the firm of Masiello, Martucci, Calabrese and Associates ("MMC") for the purpose of state and federal lobbying on behalf of the Authority for a one year period ending December 31, 2020. Pursuant to Paragraph 3 (Term) of the Agreement, the Agreement allows for one additional, two-year extension. Attached you will find a letter dated December 9, 2020 from partner Victor Martucci requesting the Authority exercise the extension at the same terms and conditions.

Having been the primary point of contact with the firm, I can attest to the quality of work that MMC has provided to us. They have guided and positioned the Authority nicely with state and federal elected officials and agencies.

The 2021 O&M Budget includes funds for these services under Unit 6030 Public Information, Item 60, Special Services.

I respectfully request the board considers the extension of this contract. Thank you.

TDM:tf
Attachment

December 9, 2020

Mr. Jerome D. Schad, Chair
Erie County Water Authority
295 Main Street, Room 350
Buffalo, New York 14203

RE: Extension of Professional Services Contract for Lobbying Services

Dear Chairman Schad:

Per Section 3.1 of the Professional Services Contract between the Erie County Water Authority (ECWA) and Masiello, Martucci, Calabrese & Associates (MMCA) dated January 1, 2019, I am requesting that the Board of Commissioners approve a two-year contract extension at the same terms and conditions set forth in our current agreement.

As you know, the primary objective for MMCA under this agreement is to assist the ECWA in obtaining state and federal capital funding for major infrastructure repair and replacement projects. The idea is to leverage the ECWA's bonding capacity with state and federal capital dollars to accelerate construction of infrastructure projects identified in the ECWA Strategic Plan. The Strategic Plan identifies over \$1 billion in critical infrastructure to be built out over the next twenty (20) years.

MMCA, in collaboration with your leadership team, developed a strategy to position the ECWA to obtain capital funding made available through a future federal infrastructure bill, as well as to obtain capital funding in the FY 2020/2021 New York State Budget. The strategy centered around two major components: 1. Education of key elected leaders regarding the long-term capital needs identified in the Strategic Plan, and 2. Identify two (2) "shovel ready" projects to be funded in the FY 2020/21 New York State Budget.

Toward that end MMCA worked with ECWA leadership and your communications team to prepare a PowerPoint presentation and craft messaging to be utilized during the education phase of our strategy. MMCA then prepared a work plan that identified tasks with clear timelines and assigned responsibility to complete the tasks. MMCA collaborated with ECWA leadership to identify two "shovel ready" projects totaling \$39.5 million impacting over 550,000 rate payers.

MMCA arranged meetings with Congressman Brian Higgins, New York State Senator Tim Kennedy, and New York State Assembly Members Sean Ryan, Monica Wallace and Karen McMahon. And MMCA facilitated a presentation for ECWA leadership to the Western New York Delegation to the State Legislature to educate all of our community's elected state legislative members on the long-term capital needs of the Authority and to formally request support for capital funding for the two "shovel ready" infrastructure projects in the 2020/21 New York State Budget.

Unfortunately, the Covid-19 Pandemic made it impossible to obtain capital funding in the FY 2020/21 state budget. In fact, the Governor announced in April 20% cuts across all budget lines to close a projected \$14 billion budget deficit for the current state fiscal year. However, important groundwork was accomplished over the past two years, and MMCA is confident that the ECWA is well positioned to compete for state and federal capital money in 2021 and beyond. We respectfully request a two-year contract extension to continue to advocate for the ECWA in an increasingly competitive arena for state and federal capital dollars.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Victor A. Martucci', with a long horizontal flourish extending to the right.

Victor A. Martucci
Partner

CC: Anthony M. Masiello
Terrence McCracken
Russell Stoll

;

Project No. 201900013
Contract MMCA-01

**AMENDMENT NO. 1
PROFESSIONAL SERVICE CONTRACT
FOR LOBBYING SERVICES**

AMENDMENT NO. 1, effective January 1, 2021 (the “Amendment”), to Professional Service Contract, entered on the 1st day of January 2019, by and between

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

hereinafter referred to as the “Authority,” and

MASIELLO, MARTUCCI, CALABRESE AND ASSOCIATES
438 Main Street, Suite 500
Buffalo, New York 14202

hereinafter referred to as the “Consultant.”

WHEREAS, on January 1, 2019, the Authority and the Consultant executed a two-year, contract for lobbying services (hereinafter “the Agreement”); and

WHEREAS, pursuant to paragraph 3 of the Agreement, the parties wish to extend the contract for lobbying services until December 31, 2022;

NOW, THEREFORE, in consideration of mutual promises herein set forth, the parties agree to the following:

(1) The parties extend the terms of the Professional Service Contract for lobbying services until December 31, 2022;

(2) The parties agree other terms and conditions of the Contract shall remain in effect through December 31, 2022;

(3) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement; and

(4) The parties agree to accept electronic signature pages, signed in conformity with the Governor’s Executive Order No. 202.8, allowing any notarial action to be performed utilizing audio-video technology.

IN WITNESS WHERETO, the parties hereto have caused this Amendment No. 1 to be signed by their respective duly constituted officers, attested and sealed pursuant to proper authority.

ERIE COUNTY WATER AUTHORITY

By _____
Jerome D. Schad, Chair

MASIELLO, MARTUCCI, CALABRESE AND ASSOCIATES

By _____
Victor A. Martucci, Partner

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 2020, before me personally came Jerome D. Schad, to me known, who, being by me duly sworn, did depose and say that he resides in Amherst, New York, that he is the Chair of the Board of Commissioners for the Erie County Water Authority described in the above instrument; and that he signed his name thereto by order of the Board of Commissioners.

Notary Public

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 2020, before me personally came Victor A. Martucci, to me known, who, being by me duly sworn, did depose and say that he resides in Clarence, New York, that he is a Partner at Masiello, Martucci, Calabrese and Associates, the lobbying firm described in the above instrument; and that he signed his name thereto as authorized by the partnership

Notary Public

PROFESSIONAL SERVICES CONTRACT

AGREEMENT made this 1 day of January, 2019 (the "Effective Date"), by and between:

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

hereinafter referred to as the "Authority," and

MASSIELLO, MARTUCCI, CALABRESE AND ASSOCIATES
438 Main Street, Suite 500
Buffalo, New York 14202

hereinafter referred to as the "Consultant."

WITNESSETH

WHEREAS, the Authority wishes to procure from the Consultant to render lobbying services described in this Agreement, and the Consultant wishes to provide such services to the Authority, and

WHEREAS, the Consultant represents that it is properly qualified to render such services; and

WHEREAS, the parties desire to set forth herein the terms and conditions under which the said professional services will be furnished;

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

1. QUALIFICATIONS OF CONSULTANT

1.1 The Consultant has represented to the Authority it is a registered lobbyist, as defined in Legislative Law § 1-c.

1.2 The Consultant has represented to the Authority it is familiar with the provisions set forth in Article 1-A of the Legislative Law, commonly known as the Lobbying Act.

1.3 The Consultant acknowledges the following responsibilities as a registered lobbyist:

1.3.1 The Lobbying Act requires public disclosure of the identities, activities, and expenditures of lobbyists. Every lobbyist that reasonably anticipates incurring, expending, or receiving more than \$5,000 in combined Reportable Compensation and Expenses for Lobbying Activity on a state and/or local level, in any calendar year during the biennial period is required to register and report with the New York State Joint Commission on Public Ethics (“JCOPE”), regardless of when the threshold is reached during the biennial period.

1.3.2 Once a lobbyist meets or anticipates meeting the cumulative \$5,000 threshold, a lobbyist must file a Statement of Registration for every client for whom the lobbyist lobbies, regardless of compensation or expenses paid by each client individually.

1.4 The Consultant shall perform services under this Agreement in a skillful and competent manner in accordance with the provisions of the Lobbying Act and any regulations promulgated pursuant to such act.

1.5 The Consultant is retained by the Authority for the purposes of consultation, advice and lobbying advocacy on legislative and regulatory issues as they arise and as authorized by the Authority. The Consultant is specifically not retained to provide legal advice to the Authority and the Consultant shall not be required to perform any additional services for the Authority, which constitutes the practice of law.

2. COMPLIANCE WITH THE PROVISIONS OF THE LOBBYING ACT

2.1 The Authority understands its responsibility to comply with the provisions of the Lobbying Act and any regulations promulgated pursuant to such act. In particular, the Authority acknowledges that it must file semi-annual reports with JCOPE.

2.2 The Consultant agrees to provide information and guidance to assist the Authority with preparing and filing semi-annual reports with JCOPE.

2.3 The Authority and Consultants understands that, in general, it is prohibited from giving gifts to public officials.

2.3.1 Gift shall mean anything of more than Nominal Value in any form including, but not limited to: money; service; loan; travel; lodging; meals; refreshments; entertainment; discount; or a forbearance of an obligation or a promise that has a monetary value.

2.3.2 It is only permissible to offer or give the gift if, under the circumstances, all of the following criteria are met:

- 2.3.2.1 it is not reasonable to infer that the gift was intended to influence the Public Official; and
- 2.3.2.2 the gift could not reasonably be expected to influence the Public Official, in the performance of his or her official duties; and
- 2.3.2.3 it is not reasonable to infer that the gift was intended as a reward for any official action on the Public Official's part.

2.3.3 In addition, no lobbyist or client may re-direct a gift to a third party, including a charitable organization, on behalf of or at the direction of a public official if such gift cannot be offered directly to the public official. Multiple permissible gifts given to a public official may also violate the gift prohibition if it can be reasonable to infer that the multiple gifts collectively were given with the intent to or could reasonably be expected to influence the public official or reward such official's actions.

3. TERM

3.1 The services to be provided by the Consultant, as described herein, shall commence on January 1, 2019 and end on December 31, 2020 ("Term"), with an option to extend the Agreement for one additional, two-year term on 30 days written notice by the Authority to the Consultant prior to the expiration of the Agreement. Such extensions shall be in writing and authorized by a resolution of the Authority's Board of Commissioners of the Authority, and signed by all parties. Unless otherwise agreed upon by both parties, any extension of this Agreement shall be on the same terms and conditions set forth herein.

4. SCOPE OF SERVICE

4.1 The Consultant shall provide government relations and public affairs consulting services to the Authority including all activities normally associated with state and local legislative lobbying, as specifically authorized by the Authority after consultant with the Authority's Board of Commissioners.

4.2 The Consultant, as outlined in the Request for Proposal for Government Relations and Lobbying Services issued on August 16, 2018 (hereinafter referred to as the "RFP") and the proposal submitted by the Consultant on September 14, 2018 (hereinafter referred to as the "Proposal"), agrees to provide all necessary professional services as a Consultant of the Authority, which shall include the following activities:

- 4.2.1 Developing and implementing a proactive government relations strategy on behalf of the Authority.

- 4.2.2 Providing strategic consultation and planning on Authority government relations strategies and matters.
- 4.2.3 Communicating and representing the Authority's interests with state legislators, state agencies, the Executive Chamber, and local government officials.
- 4.2.4 Advise and assist the Authority on how to advance its agenda and interests before the state government.
- 4.2.5 Monitoring, tracking, and researching legislation, regulations, and executive branch action or proposed actions that would be of significance to the Authority that is currently under consideration by the state legislature or Governor's office.
- 4.2.6 Provide the Authority with periodic updates, copies of relevant legislations, rules, orders and/or decisions and otherwise keep the Authority informed of significant proposed governmental actions.
- 4.2.7 Attend meetings with Commissioners to discuss potential opportunities and challenges, as requested by the Secretary to the Authority or Board of Commissioners.
- 4.2.8 Prepare factual documents and briefing materials as may be advisable, and prepare written and oral testimony to be delivered before one or more committees and subcommittees of the New York State Legislature if required.
- 4.2.9 Preparation of any lobbying registrations as may be required by JCOPE.
- 4.2.10 Provide information and assistance to assist the Authority in completing the JCOPE semi-annual reports required to be filed by the Authority.
- 4.2.11 Other government relations activities as requested by the Authority.

5. COMPENSATION

5.1 The Authority will retain the Consultant at a flat rate of Five Thousand Dollars (\$5,000.00) per month. The first month's retainer will be due and payable upon the Chair of the Authority entering into this Agreement. A monthly statement shall be furnished to the Authority for the retainer fee as well as any expenses incurred in the course of representation. There will be no cap on the number of hours rendered on a monthly basis.

5.2 The Authority further agrees to reimburse the Consultant for all reasonable expenses incurred as a direct result of the Consultant's service under this Agreement. It is anticipated that such expenses will be limited to such standard charges as express mail, copying charges, telephone toll charges; along with reasonable travelling expenses. Out of pocket expenses are billed at cost with no agency mark-up.

6. SUBCONTRACT AND ASSIGNMENT:

6.1 The Consultant may not subcontract or delegate any of the work, services, and/or other obligations of the Consultant without the express written consent of the Authority. The Authority and the Consultant bind themselves and their successors, administrators and assigns to the terms of this Agreement. The Consultant shall not assign, sublet or transfer its interest in the Agreement without the written consent of the Authority.

7. AMENDMENTS:

7.1 No modification or variation from the terms of this Agreement shall be effective unless it is in writing and authorized by a resolution of the Board of Commissioners of the Authority and signed by all parties.

8. RIGHT TO TERMINATE:

8.1 Either party reserves the right to terminate this Agreement at any time, without cause, based on thirty (30) days' written notice. The Consultant shall not be entitled to lost profit and shall perform only such services, after notification of termination, as the Authority directs.

9. INDEMNIFICATION:

9.1 The Consultant shall indemnify the Authority against any and all claims arising from the services performed by the Consultant herein and shall defend and hold harmless the Authority from and against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees based upon or arising out of damage to property or injury to persons or other tortuous conduct caused or contributed to it by the Consultant or anyone under its direction or control or on its behalf in the course of its performance under this Agreement. The Consultant further agrees to indemnify, defend and hold harmless the Authority from any and all claims in reference to the services performed by the Consultant hereunder which may infringe on a patent, copyright, trade secret or other proprietary right of any third party.

10. CONFIDENTIAL INFORMATION:

10.1 In order to assist the Consultant in the performance of this Agreement, the Authority may provide the Consultant with confidential information including, but not limited to information relative to the services to be performed. All information received by the Consultant

in any fashion and under any conditions resulting from the rendering of the services in consideration of this agreement, is considered confidential. The Consultant shall hold in confidence and not disclose to any person or any entity, any information regarding information learned during the performing of services including but not limited to information relative to the services to be performed, except such information as required under applicable law and information required to be submitted to JCOPE.

10.2 The Consultant shall use at least the same degree of care to protect and prevent unauthorized disclosure of any confidential information as it would use to protect and prevent unauthorized disclosure of its own proprietary information. The Consultant shall use confidential information only in the specific performance of this Agreement. Confidential information, whether for the Consultant's benefit or for the benefit of others, shall be otherwise permitted exception as in the specific performance of this Agreement or with the Authority's written consent.

10.3 In no event is the Consultant authorized to disclose confidential information without the prior written approval of the Authority. The terms of this paragraph shall be binding during and subsequent to the termination of this Agreement.

11. INSURANCE:

11.1 The Consultant shall secure and maintain such insurance as will protect itself from claims under the Workers' Compensation Act; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any Person other than its employees; and from claims for damages because of injury to or destruction of property including loss of use resulting there from in the amounts set forth in Attachment "A." The Consultant shall provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of its services. The Consultant shall provide Certificates of Insurance certifying the coverage required by Attachment "A."

12. COPYRIGHTS, TRADEMARKS, AND LICENSING:

12.1 All materials produced under this Agreement, whether produced by the Consultant alone or with others, and whether or not produced during regular working hours, shall be considered work made for hire and the property of the Authority. The Consultant shall, during and subsequent to the terms of this Agreement, assign to the Authority, without further consideration, all right, title and interest in all material produced under this Agreement. All material produced under this Agreement shall be and remain the property of the Authority whether or not registered.

12.2 In performing work under this Agreement, the Consultant may be granted access to the Authority's GIS data, documents and other information. The Consultant understands and agrees the use of such data, documentation and information shall be treated as confidential information and the Consultant shall abide by the terms of any confidentiality and

copyright leasing agreements that may exist.

13. NEW YORK LAW AND JURISDICTION:

13.1 Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement which is not disposed of by agreement between the Consultant and the Authority shall be governed, interpreted and decided by a Court of competent jurisdiction of the State of New York in accordance with the laws of the State of New York.

14. CONFLICTS OF INTEREST:

14.1 The Consultant represents that it has advised the Authority in writing prior to the date of signing this Agreement of any relationships with third parties, including competitors of the Authority, which would present a conflict of interest with the rendering of the services, or which would prevent the Consultant from carrying out the terms of this Agreement or which would present a significant opportunity for the disclosure of confidential information. The Consultant will advise the Authority of any such relationships that arise during the term of this Agreement. The Authority shall then have the option to terminate the Agreement without further liability of the Consultant, except to pay for services actually rendered.

15. ADDITIONAL CONDITIONS:

15.1 The Consultant and the Authority acknowledge that there may be additional conditions, terms and provisions which shall apply specifically to the services to be performed. The parties agree to negotiate in good faith to agree upon such additional terms.

16. ENTIRE AGREEMENT:

16.1 This Agreement constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein. This Agreement supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written with respect to the subject matter hereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

17. INDEPENDENT STATUS:

17.1 Nothing contained in the Agreement shall be construed to render either the Authority or the Consultant a partner, employee or agent of the other, nor shall either party have authority to bind the other in any manner, other than as set forth in this Agreement, it being intended that the Consultant shall remain an independent contractor responsible for its own actions. The Consultant is retained by the Authority only for the purpose and to the extent set forth in this Agreement.

17.2 The Consultant is free to choose the aggregate number of hours worked and substantially all of the scheduling of such hours as it shall see fit at its discretion.

17.3 Neither the Consultant nor its employees shall be considered under the provisions of this Agreement or otherwise as having an employee, servant or agency status or as being entitled to participate in any plans, arrangements or distributions of the Authority.

17.4 In providing the services under this Agreement, the Consultant represents and warrants that it has complied with all applicable federal, state and local laws particularly with respect to licenses, withholdings, reporting and payment of taxes. The Consultant agrees to furnish copies of documentation to the Authority evidencing its compliance with such laws. The Consultant further represents and warrants that any income accruing to the Consultant and its employees from the Agreement shall be reported as such to the appropriate taxation authorities.

18. COMPLIANCE:

18.1 The Consultant agrees that the Agreement herein shall be in compliance with and governed by the provisions of §§ 2875, 2876 and 2878 of the Public Authorities Law of the State of New York. The Consultant further affirms under the penalties of perjury that there was no collusion in the proposal submitted herein to the Authority which forms the basis of the within Agreement.

19. GRATUITIES:

19.1 The Consultant prohibits its employees from using their positions for personal financial gain, or from accepting any personal advantage from anyone under circumstance which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. The Consultant or its employees shall not, under circumstances which might be reasonably interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of the Authority.

20. NOTICE:

20.1 Any notices required by this Agreement or otherwise shall be delivered by United States Postal mail or personal delivery upon the addresses hereinbefore stated. Any change in such addresses shall be required to be in writing to the other party and acknowledged as such.

21. TERMINATION:

21.1 The Authority reserves the right to terminate this contract in the event it is found that the certification filed by the Consultant in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Consultant in

22. SEVERABILITY:

22.1 If any provision of this agreement shall be held invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of all other provisions of this agreement shall not be affected thereafter.

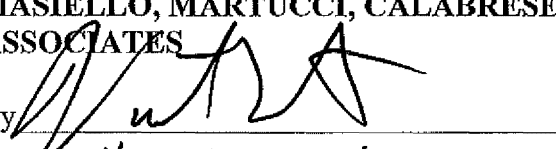
ERIE COUNTY WATER AUTHORITY

By


Jerome D. Schad, Chair

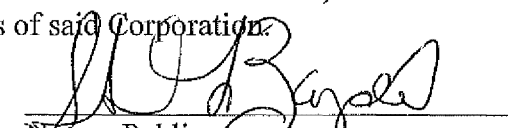
MASIELLO, MARTUCCI, CALABRESE AND ASSOCIATES

By


Victor A. Martucci
Partner

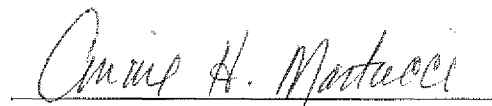
STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the 3rd day of January, 2018, before me personally came Jerome D. Schad, to me known, who, being by me duly sworn, did depose and say that he resides in Amherst, New York, that he is the Chairman of the Corporation described in the above instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.


Notary Public
SHARON L. ZAJDEL
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 2022

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the 8th day of January, in the year 2018, before me personally came Victor A. Martucci, to me known, who, being by me duly sworn, did depose and say that he resides in Clarence, New York, that he is the President of the Corporation described in the above instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.


Notary Public

CONNIE H. MARTUCCI
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES 8/31/21



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/08/2019

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

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


PRODUCER Vanner Insurance Agency 11 Pinchot Court, Suite 100 Amherst, NY 14228	716-688-8888	CONTACT NAME: Shannon Berkel PHONE (A/C, No, Ext): 716-688-8888 E-MAIL ADDRESS: sberkel@vannerinsurance.com	FAX (A/C, No): 716-688-9001																				
	INSURED Government Action Professionals Inc 438 Main Street, Suite 500 Buffalo, NY 14202		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>West American Insurance Co</td> <td>44393</td> </tr> <tr> <td>INSURER B:</td> <td>The Ohio Casualty Ins Co</td> <td>24074</td> </tr> <tr> <td>INSURER C:</td> <td>Beazley Insurance Co, Inc</td> <td>37540</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	West American Insurance Co	44393	INSURER B:	The Ohio Casualty Ins Co	24074	INSURER C:	Beazley Insurance Co, Inc	37540	INSURER D:			INSURER E:			INSURER F:	
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INSURER E:																							
INSURER F:																							

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		BKW58355170	02/25/2018	02/25/2019	EACH OCCURRENCE	\$ 1,000,000
							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
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAW58355170	02/25/2018	02/25/2019	COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$ 1,000,000
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10000			US058355170	02/25/2018	02/25/2019	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	XW058355170	02/25/2018	02/25/2019	PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
C	Professional Liab			V132D9150501	11/27/2017	11/27/2018	Per Claim	1,000,000
							Agggergate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Erie County Water Authority, its officers, agents and employees are included as additional insured under the general liability on a primary and non-contributory basis including ongoing and completed operations. Waiver of subrogation applies in favor of the certificate holder for the workers compensation policy.

CERTIFICATE HOLDER ERIEC07 Erie County Water Authority 295 Main Street, Room 350 Buffalo, NY 14203	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ATTACHMENT "A"

INSURANCE REQUIREMENTS and CERTIFICATES

INS2013-PS
Revision date: 03/01/2013

Erie County Water Authority Insurance Requirements for Professional Services

Project Number: 201800099

Description: 2018 Request for Proposals for Public Relations Services

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, and Completed Operations Liability 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. Additionally, if vehicles are used for transporting hazardous materials, the contractor shall obtain and maintain the "broadened" coverage (endorsement CA 99 48 10 01 or CA 99 48 12 93), as well as proof of MCS 90 04 00.

Excess Umbrella Liability Insurance:

\$1,000,000 in the aggregate

\$2,000,000 in the aggregate

\$3,000,000 in the aggregate

\$4,000,000 in the aggregate

\$5,000,000 in the aggregate

Per Policy

Per Project or Job

Per Location

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

\$1,000,000 in the aggregate

\$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 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.



Erie County Water Authority Insurance Requirements for Professional Services

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		NAIC #
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.

RISR ALTR	TYPE OF INSURANCE	ADD'LSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/00/YY)	POLICY EXP (MM/00/YY)	LIMITS
	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	X X				EACH OCCURRENCE \$ 1,000,000 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
	GENL AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC					
	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON OWNED AUTOS	X X				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS MADE	X X				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	X DEDUCTIBLE RETENTION \$ 10,000		Per Specific Agreement			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	SUBMIT proof of Workers Compensation and disability as per examples attached			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Professional Liability (Claim Rate) (Relative Rate) Description:		Per Specific Agreement			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	Erie County Water Authority 295 Main St, Suite 350 Buffalo, NY 14203 Attn: Anthony Alessi
	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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:

Prove It to Move It
Form CE-200



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

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

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

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

<p style="text-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 style="text-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 ACACIE 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.

SIGN HERE	Signature:	Date:
	Exemption Certificate Number 2008-00197	Received October 2, 2008 NYS Workers' Compensation Board

CE-200 (Draft 06/02/08)

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (Use street address only)</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p>	<p>3a. Name of Insurance Carrier</p> <p>3b. Policy Number of entity listed in box "1a"</p> <p>3c. Policy effective period _____ to _____</p> <p>3d. The Partners, Partners or Executive Officers are included. (Only check box if all partners/officers included) all excluded or certain partners/officers excluded.</p>

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

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

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

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

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

Approved by: _____
(Signature) (Date)

Title: _____

Telephone Number of authorized representative or licensed agent of insurance carrier: _____

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

Workers' Compensation Law

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

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

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

SAMPLE

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. 1 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-133 (1/04)

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. 10007-1109
Phone: (888) 997-3863

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

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

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2058.840-6 UNTIL 05/01/2010, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

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

THIS CERTIFICATE DOES NOT APPLY TO BUILDING DEMOLITION.

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

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING
or by calling (888) 875-5790

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" 1e. NYS Unemployment Insurance Employer Registration Number of Business referenced in box "1a"
1b. Effective Date of Membership in the Group	1f. Federal Employer Identification Number of Business referenced in box "1a"
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	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	4. Name and Address of Group Self-Insurer

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

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

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

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

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

Certified by: _____
(Signature) (Date)

Title: _____

Telephone Number: _____

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

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

<p>1a Legal Name and Address of Insured (Use street address only)</p>	<p>1b Business Telephone Number of Insured</p> <p>1c NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d Federal Employer Identification Number of Insured or Social Security Number</p>
<p>2 Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>State University of New York Room 302 1400 Washington Avenue Albany, NY 12222</p>	<p>3a Name of Insurance Carrier</p> <p>3b Policy Number of entity listed in box "1a":</p> <p>3c Policy effective period: _____ to _____</p>
<p>4 Policy covers:</p> <p>a <input type="checkbox"/> All of the employer's employees eligible under the New York Disability Benefits Law</p> <p>b <input type="checkbox"/> Only the following class or classes of the employer's employees:</p>	
<p>Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above</p>	
<p>Date Signed _____ By _____ <small>(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)</small></p>	
<p>Telephone Number _____ Title _____</p>	
<p>IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.</p>	

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)

**State Of New York
Workers' Compensation Board**

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

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

Telephone Number _____ Title _____

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-1201. Insurance brokers are NOT authorized to issue this form.

Prove It to Move It

FORM DB-155



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



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

COMPLIANCE WITH DISABILITY BENEFITS LAW
(Pursuant to Section 229, sub 4, of the Disability Benefits Law)

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

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

- By approved self-insurance pursuant to Section 211, subdivision 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 (8/99)

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

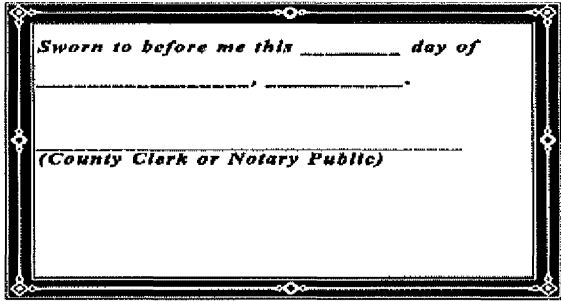
Property Address that requires the building permit:

.....

.....

.....

.....



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

AVISO DE CUMPLIMIENTO
LEY DE COMPENSACION OBRERA
A EMPLEADOS

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

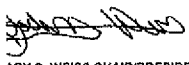
INFORMACION IMPORTANTE PARA EMPLEADOS QUE SEAN LESIONADOS O SUFRAN UNA ENFERMEDAD OCUPACIONAL MIENTRAS TRABAJAN.

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.

1. Su patrono esta cumpliendo la Ley de Compensacion Obrera cuando despliega este comunicado concerniente a sus derechos como trabajador lesionado.
2. Si usted no notifica a su patrono dentro del termino de 30 dias de haber sufrido su lesion su reclamacion podria ser desestimada, por eso notifique inmediatamente.
3. Usted tiene derecho a recibir cualquier tratamiento medico necesario relacionado con su lesion y debe gestionarlo inmediatamente.
4. Para el tratamiento de cualquier lesion o enfermedad relacionada con el trabajo usted puede escoger cualquier medico, podiatra, quiropractico o psicologo (si es referido por un medico autorizado) que esta autorizado y acepte pacientes de la Junta de Compensacion Obrera. Sin embargo, si su patrono esta autorizado a participar en una organizacion certificada de proveedores preferidos (PPO), usted debera obtener tratamiento inicial con cualquier lesion o enfermedad relacionada con el trabajo de la correspondiente entidad. Patronos que participan en cualquiera de estos programas establecidos por ley estan obligados a proveer a sus empleados notificacion escrita aplicando sus derechos y obligaciones bajo el programa al que este acogido.
5. Usted debera recomendar a 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 reduccion de capacidad 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.

WORKERS' COMPENSATION BOARD OFFICES
 Albany, 12241 - 100 Broadway Henards - (866) 750-5157
 • Brooklyn, 11201 - 111 Livingston St. - Brooklyn - (800) 877-1373
 Binghamton, 11301 - State Office Bldg. - 44 Hawley St. - (866) 802-5004
 Buffalo, 14202 - Statler Tower, 107 Delaware Ave. - (866) 211-0845
 • Hauppauge, 11788 - 220 Ratro Drive - Suite 100 - (866) 681-5354
 • Hempstead, 11560 - 175 Fulton Avenue - (888) 805-3630
 • New York, 10027 - 215 W. 1125th St, Manhattan (800) 877-1373
 • Peekskill, 10560 - 41 North Division St. (866) 746 0552
 • Queens, 11432 - 165-46 91st Ave., Jamaica (800) 577-1373
 Rochester, 14514 - 130 Main Street West - (888) 211-0844
 Syracuse, 13203 - 938 James St. - (888) 802-3730

INVESTIGATE 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


 GARY 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 Cancelation)

Policy No. (Poliza No)

C-105 (4-09)
S.I.F. U-30a
"U30S1F/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

ESTADO DE NUEVA YORK
JUNTA DE COMPENSACIÓN OBRERA

NOTICE OF COMPLIANCE
DISABILITY BENEFITS LAW
TO EMPLOYEES

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.

1. Si usted no puede trabajar debido a enfermedad o lesión no relacionada con el trabajo, podría tener derecho a recibir, beneficios semanales de su patrón o de la compañía de seguros de él/ella o del Fondo Especial para Beneficios por Incapacidad.
2. Para reclamar beneficios usted debe Presentar una forma de reclamación, dentro de 30 días a Partir de la Primera fecha de su Incapacidad, pero en ningún caso más de 26 semanas de dicha fecha.
3. Use una de las siguientes formas de reclamación:
-Si, cuando comience su Incapacidad usted está empleado o ha estado desempleado por cuatro semanas o menos, use la forma de reclamación BLANCA (form DB-450), la cual puede obtener de su patrón o de la compañía de seguros de él/ella, o de su proveedor de cuidados de salud, o bien de cualquier oficina de la Junta de Compensación Obrera, y envíela a su patrón o a la compañía de seguros nombrada abajo.
-Si, cuando comience su Incapacidad, usted ha estado desempleado más de cuatro semanas, use la forma de reclamación VERDE (form DB-300), la cual puede obtener en cualquier Oficina de Seguro de Desempleo, de su proveedor de salud, o en de cualquier oficina de la Junta de Compensación Obrera Envíe la forma de reclamación, debidamente terminada, a Workers' Compensation Board, Disability Benefits Bureau, Albany, New York 12241.
IMPORTANT Antes de presentar usted su reclamación, es necesario que su proveedor de salud complete la declaración del médico ("Health Care Provider's Statement") en la forma de reclamación, indicando el período de su incapacidad.
4. Usted tiene derecho a ser tratado por cualquier medico, quiropráctico, dentista, enfermera-partera, podiatra o psicologo que usted elija. Pero, con excepción a la compensación obrera, sus cuentas médicas no serán pagadas a menos que su patrón y/o Unión haga el pago de tales cuentas médicas bajo un Plan o Convenio de Beneficios por Incapacidad.
Si usted era usted enfermo o lesionado durante el tiempo que está recibiendo beneficios del Seguro de Desempleo, presente una reclamación para beneficios por Incapacidad, siguiendo las instrucciones arriba descritas, tan pronto como sufra la lesión o la enfermedad.
Si usted está desempleado por más de siete días, su patrón está obligado a enviarle la declaración de Derechos de Beneficios por Incapacidad (Form DB-271).
7. Otras informaciones relativas a Beneficios por Incapacidad pueden obtenerse escribiendo o llamando a la oficina mas cercana de la Junta de Compensación Obrera.

WORKERS' COMPENSATION BOARD OFFICES

Albany, 12241 - 100 Broadway-Menands - (518) 474-6881
 Binghamton, 13901 - State Office Bldg - 44 Hawley St. - (607) 721-8336
 Buffalo, 14203 - State Office Bldg - 126 Main St. - (716) 847-3111
 Hempstead, 11550 - 175 Fulton Avenue - (516) 460-7415
 Rochester, 14614 - 130 Main Street West - (716) 253-8500
 Syracuse, 13202 - State Office Bldg - 333 E. Washington St. - (315) 428-4465

Robert R. Snashall
Robert R. Snashall
 Chairman (Presidente)

The undersigned employer is in compliance with the provisions of the Disability Benefits Law (El patrón abajo firmando 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):

SAMPLE

Effective: From (_____) To UNTIL CANCELLED
 (En Vigor Desde) (HASTA)

Policy No. _____
 (Poliza No.)

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

ALL EMPLOYEES ELIGIBLE UNDER NY DBL

Name of employer (Nombre del Patrón)

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 *W. J. R.*

DB-120 (2-97) Prescribed by Chair
 Workers' Compensation Board
 State of New York

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

**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.

SAMPLE ISO FORM